



SAHA REGULAR BOARD MEETING NOV. 5, 2020



BOARD OF COMMISSIONERS

Dr. Ana "Cha" Guzmán Chair	Jessica Weaver Vice Chair	Charles Clack Commissioner	Jo-Anne Kaplan Commissioner	Olga Kauffman Commissioner	Ignacio Perez Commissioner	Ruth Rodriguez Commissioner
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PRESIDENT & CEO

 David Nisivoccia

SAN ANTONIO HOUSING AUTHORITY
***REGULAR BOARD MEETING**
TELECONFERENCE
Call In Phone Number: (346) 248-7799
Meeting ID: 93839434337# Passcode: 654170#
1:00 p.m., Thursday, November 5, 2020

The Board of Commissioners will convene for a Board meeting via teleconference for discussion on the following matters:

MEETING CALLED TO ORDER

1. The Board of Commissioners or its Committee may hold a closed meeting pursuant to Texas Government Code § 551.071-076 for consultation concerning attorney-client matters, real estate, litigation, personnel, and security matters. The Board or Committee reserves the right to enter into closed meeting at any time during the course of the meeting.

PUBLIC COMMENT

2. Public Comment - Citizens are provided three minutes each to speak to any agenda items. Citizens wishing to speak to items posted on the agenda should access Phone Number: **(346) 248-7799** and enter Meeting ID: **93839434337#** and Passcode: **654170#**, prior to 1:00 p.m.

Now is the time for public comments. The Board asks the public to address concerns related to SAHA matters and policy and not include statements that may be considered defamatory of any individual. The Board encourages members of the public to direct specific concerns or problems to SAHA staff for more prompt resolution.

3. **Citizens to be Heard at approximately 1:00 p.m.** (may be heard after this time) Citizens wishing to speak on issues not related to items posted on the agenda should access Phone Number: **(346) 248-7799** and enter Meeting ID: **93839434337#** and Passcode: **654170#**, prior to 1:00 p.m. Citizens will be given three minutes to speak. Each citizen will be permitted to speak only once at any regular Board Meeting. A Spanish/English translator will be available to citizens needing translation.

Now is the time for Citizens to be Heard. The Board asks the public to address concerns related to SAHA matters and policy and not include statements that may be considered defamatory of any individual. The Board encourages members of the public to direct specific concerns or problems to SAHA staff for more prompt resolution.

MINUTES

4. Minutes
 - Approval of the October 08, 2020 Regular Board Meeting Minutes
 - Approval of the October 22, 2020 Operations and Choice Neighborhood Committee Meeting Minutes

- Approval of the October 22, 2020 Real Estate Development Committee Meeting Minutes

PRESENTATION

5. CDI Update

CONSENT ITEMS

6. Consideration and approval regarding Resolution 6085, authorizing the award of contracts for tax credit consulting services to BETCO Consulting, LLC (HUB) and East 43rd Street, LLC dba Structure Development (HUB) for an annual cumulative amount not to exceed \$300,000.00; for a period of one year with the option to renew up to four additional one-year terms (Lorraine Robles, Director of Development Services and Neighborhood Revitalization; Steven Morando, Director of Procurement and General Services)
7. Consideration and approval regarding Resolution 6086, authorizing the award of contracts for HVAC air duct cleaning services agency wide to Gillit's Duct Cleaning, LLC (SBE, WBE) for an annual cumulative amount not to exceed \$262,000.00; and dryer and kitchen vent cleaning services agency wide to Triple R Air Conditioning, LLC (ESBE, HABE, MBE, SBE, Section 3 Business) for an annual cumulative amount not to exceed \$80,500.00; both for a period of one year with the option to renew up to four additional one-year terms (Zachariah Woodard, Interim Director of Federal Housing Programs; Steven Morando, Director of Procurement and General Services)
8. Consideration and approval regarding Resolutions 6081, 20SP-10-22, and 20FAC-10-23, approving San Antonio Housing Facility Corporation as the conduit issuer of tax exempt debt on behalf of Sunshine Plaza Apartments, Incorporated's Promissory Note to Frost Bank to finance the improvements to the Sunshine Plaza Apartments; authorizing execution of all documentation necessary to carry out the transaction; and other matters in connection therewith (Thomas Roth, Director of Asset Management)
9. Consideration and approval regarding Resolutions 6082, 20LVPC-10-22, and 20FAC-10-22, inducing the Artisan at Springview Apartments transaction, including the execution of all documentation necessary to obtain the financing for such transaction; and authorizing all filings and agreements with Texas Department of Housing and Community Affairs in connection with applications for low income housing tax credits; and other matters in connection therewith (Timothy E. Alcott, Chief Legal and Real Estate Officer, Lorraine Robles, Director of Development Services and Neighborhood Revitalization, and William Walter, Coats Rose)
10. Consideration and approval regarding Resolutions 6083 and 20FIN-10-22, authorizing the San Antonio Housing Finance Corporation to defease the bonds it issued to finance the Artisan on the Bluffs Apartments project in connection with the refinancing of the project (Timothy E. Alcott, Chief Legal and Real Estate Officer)
11. Consideration and approval regarding Resolution 6084, authorizing the adoption of the three step Board of Commissioner approval process for tax credit and bond developments whereby SAHA or its affiliates is a partner in the transaction (Timothy E. Alcott, Chief Legal and Real Estate Officer)

INDIVIDUAL ITEMS FOR CONSIDERATION

12. Consideration and approval regarding Resolution 6089, authorizing the submission of a disposition and demolition application to HUD for the site known as Alazan Courts (AMPTX006000001); the transfer or sale and long-term lease of such property and its improvements; and the execution of documents necessary to consummate such actions; and other matters in connection therewith

(Timothy E. Alcott, Chief Legal and Real Estate Officer, Lorraine Robles, Director of Development Services and Neighborhood Revitalization)

DISCUSSION ITEMS

13. Discussion regarding resident concerns

14. President's Report

- Legacy at Alazan Virtual Groundbreaking
- San Antonio Regional Public PK-12 Virtual Education Forum V Grant
- NAHRO 2020 Awards of Excellence
- Digital Inclusion Week 2020
- SAMSAT and ConnectHomeSA Awardees
- SAHA WiFi Expansion Project Update

15. Report out on investigation regarding Commissioner's alleged conduct

16. *Closed Session:

Personnel/Consultation with Attorney

Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee and obtain legal advice regarding legal issues pursuant to Texas Government Code Sec. 551.074 (personnel) and Texas Government Code Sec. 551.071 (consultation with attorney).

- Consultation with attorney regarding President and CEO transition process

17. Adjournment

*Note: Whenever the Texas Open Meetings Act (Section 551.001 et seq. of the Texas Government Code) provides for a closed meeting in matters concerning legal advice, real estate, contracts, personnel matters, or security issues, the Board may find a closed meeting to be necessary. For convenience of the citizens interested in an item preceded by an asterisk, notice is given that a closed meeting is contemplated. However, the Board reserves the right to go into a closed meeting on any other item, whether it has an asterisk, when the Board determines there is a need and a closed meeting is permitted.

MINUTES
SAN ANTONIO HOUSING AUTHORITY
BOARD OF COMMISSIONERS
REGULAR BOARD MEETING - TELECONFERENCE
Call In Phone Number: (346) 248-7799
Meeting ID: 93839434337# Passcode: 654170#
1:00 p.m., Thursday, October 8, 2020

SCHEDULED: 1:00 p.m. - Teleconference

COMMISSIONERS PRESENT:

Dr. Ana “Cha” Guzman, Chair
Jessica Weaver, Vice Chair
Charles Clack, Commissioner
Jo-Ann Kaplan, Commissioner
Olga Kauffman, Commissioner
Ignacio Perez, Commissioner
Ruth Rodriguez, Commissioner

COMMISSIONERS ABSENT:

None

COUNSEL: Doug Poneck, Escamilla & Poneck, LLP

TRANSLATOR: BCC Communications

STAFF:

David Nisivoccia, President and CEO
Ed Hinojosa, Chief Financial Officer
Muriel Rhoder, Chief Administrative Officer
Brandee Perez, Chief Operating Officer
Timothy E. Alcott, Chief Legal and Real Estate Officer
Jo Ana Alvarado, Director of Innovative Technology
Kristi Baird, Director of Beacon Communities
Diana Kollodziej Fiedler, Director of Finance and Accounting
Domingo Ibarra, Director of Security
Aiyana Longoria, Director of Internal Audit
Hector Martinez, Director of Construction Services and Sustainability

Richard Milk, Director of Policy and Planning
Steven Morando, Director of Procurement and General Services
Michael Reyes, Director of Communications and Public Affairs
Lorraine Robles, Director of Development Services and Neighborhood Revitalization
Janie Rodriguez, Director of Human Resources
Tom Roth, Director of Asset Management
Joel Tabar, Director of Community Development Initiatives
Zachariah Woodard, Interim Director of Federal Housing Programs

Item 1: Meeting called to order

Dr. Guzman, Board Chair, called the meeting to order at 1:07 p.m.

PUBLIC COMMENT

Item 2: Public Comment - Citizens are provided three minutes each to speak to any agenda items. There were 3 citizens who signed up to speak to the agenda, but did not speak. There were 12 citizens who spoke during the meeting.

Item 3: Citizens to be Heard - Citizens wishing to speak on issues not related to items posted on the agenda were given three minutes to speak. There were five citizens who signed up to speak, but did not speak. There were 28 citizens who spoke during the meeting.

MINUTES

Item 4: Minutes

- Approval of the September 10, 2020, Regular Board Meeting minutes
- Approval of the September 17, 2020, Operations and Choice Neighborhood Committee Meeting minutes
- Approval of the September 17, 2020 Finance Committee Meeting minutes
- Approval of the September 17, 2020, Real Estate Development Committee Meeting minutes

Motion: Commissioner Clack moved to approve the Meeting minutes. Vice Chair Weaver seconded the motion. Approved.

Member	Aye	Nay	Absent At Time of Vote	Abstained
Dr. Ana "Cha" Guzman, Chair	X			
Jessica Weaver, Vice Chair	X			
Charles Clack, Commissioner	X			
Jo-Anne Kaplan, Commissioner	X			
Olga Kauffman, Commissioner	X			
Ignacio Perez, Commissioner	X			
Ruth Rodriguez, Commissioner			X	

PRESENTATION

Item 5: Presentation regarding Alazan Apache (NRP Enterprises LLC) was presented by Tim Alcott, Chief Legal and Real Estate Officer, Lorraine Robles, Director of Development Services and Neighborhood Revitalization, and Hector Martinez, Director of Construction Services and Sustainability.

CONSENT ITEMS

Item 6: Consideration and approval regarding Resolution 6074, authorizing the award of a contract for roof repair and replacement at L. C. Rutledge Apartments to Garland/DBS, Inc. through OMNIA Partners, a Nationwide Purchasing Cooperative for an amount not to exceed \$720,000.00 (Hector Martinez, Director of Construction Services and Sustainability; Steven Morando, Director of Procurement and General Services)
Consent

Item 7: Consideration and approval regarding Resolution 6075, authorizing the award of contracts for Bulk Pickup Services agency wide to Bulk-Away, LLC (AABE) and Will-Luc Enterprises dba Junk King San Antonio (WBE, Section 3 Business) for an annual cumulative amount not to exceed \$270,000.00; for a period of one year with the option to renew up to four additional one-year terms (Kristi Baird, Director of Beacon Communities; Zachariah Woodard, Interim

Director of Federal Housing Programs; Steven Morando, Director of Procurement and General Services)

Consent

- Item 8:** Consideration and approval regarding Resolution 6076, authorizing the award of a contract for carpet cleaning services to Master Carpet Cleaning (HABE) for an annual cumulative amount not to exceed \$150,000.00; for a period of one year with the option to renew up to four additional one-year terms (Kristi Baird, Director of Beacon Communities; Steven Morando, Director of Procurement and General Services)

Consent

- Item 9:** Consideration and approval regarding Resolution 6077, adopting the updated Housing Authority of the City of San Antonio, Texas (SAHA) Procurement Policy (Steven Morando, Director of Procurement and General Services)

Consent

- Item 10:** Consideration and approval regarding Resolution 6065, adopting the San Antonio Housing Authority Internal Audit Plan for Fiscal Year 2020-2021 (Muriel Rhoder, Chief Administrative Officer; Aiyana Longoria, Director of Internal Audit)

Consent

- Item 11:** Consideration and approval regarding Resolutions SAHA 6072, 20LVPFC-09-11 and 20FAC-09-11, authorizing the Las Varas Public Facility Corporation and the San Antonio Housing Facility Corporation to approve inducement resolutions for proposed tax credits and tax exempt bond financing for the proposed Granada Apartments rehabilitation Project (Timothy E. Alcott, Chief Legal and Real Estate Officer; Lorraine Robles, Director of Development Services and Neighborhood Revitalization)

Consent

- Item 12:** Consideration and approval regarding Resolutions SAHA 6073, 20LVPFC-09-12 and 20FAC-09-12 authorizing the Las Varas Public Facility Corporation and the San Antonio Housing Facility Corporation to approve inducement resolutions for proposed tax credits and tax exempt bond financing for the Somerset Ranch Apartments Project (Timothy E. Alcott, Chief Legal and Real Estate Officer; Lorraine Robles, Director of Development Services and Neighborhood Revitalization)

Consent

- Motion:** Vice Chair Weaver moved to approve Items #6-12. Commissioner Kauffman seconded the motion. Approved.

Member	Aye	Nay	Absent At Time of Vote	Abstained
Dr. Ana "Cha" Guzman, Chair	X			
Jessica Weaver, Vice Chair	X			
Charles Clack, Commissioner	X			
Jo-Anne Kaplan, Commissioner	X			
Olga Kauffman, Commissioner	X			
Ignacio Perez, Commissioner	X			
Ruth Rodriguez, Commissioner	X			

INDIVIDUAL ITEMS FOR DISCUSSION

Item 13: Public hearing and consideration and approval regarding Resolution 6071, authorizing (i) the Las Varas Public Facility Corporation Multifamily Housing Revenue Note (Kitty Hawk Flats Apartments) Series 2020 (Bonds); (ii) the Las Varas Public Facility Corporation to approve Resolution 20LVPFC-09-10 authorizing the bonds; (iii) the San Antonio Housing Facility Corporation to approve Resolution 20FAC-09-10 authorizing its participation in the Kitty Hawk Flats Apartments; and (iv) other matters in connection therewith (Timothy E. Alcott, Chief Legal and Real Estate Officer; Lorraine Robles, Director of Development Services and Neighborhood Revitalization)

Chair Guzman opened a public hearing regarding Resolution 6071 at 4:04 p.m.

There were no citizens who spoke to this agenda item.

Chair Guzman closed the public hearing regarding Resolution 6071 at 4:05 p.m.

Motion: Commissioner Clack moved to approve Resolution 6071. Commissioner Rodriguez seconded the motion. Approved.

Member	Aye	Nay	Absent At Time of Vote	Abstained
Dr. Ana "Cha" Guzman, Chair	X			
Jessica Weaver, Vice Chair	X			
Charles Clack, Commissioner	X			
Jo-Anne Kaplan, Commissioner	X			
Olga Kauffman, Commissioner	X			
Ignacio Perez, Commissioner	X			
Ruth Rodriguez, Commissioner	X			

Item 14: Consideration and approval regarding Resolution 6070, authorizing the President and CEO to approve and proceed with a self-funded, third-party provider of SAHA employee medical and dental plans plus fully insured vision, short term disability, long term disability, life insurance and ancillary benefit plans and an electronic benefits enrollment platform for calendar year 2021, at a total cost not to exceed \$5,506,781.00 (Muriel Rhoder, Chief Administrative Officer; Janie Rodriguez, Director of Human Resources)

Motion: Commissioner Clack moved to approve Resolution 6070. Commissioner Kauffman seconded the motion. Approved.

Member	Aye	Nay	Absent At Time of Vote	Abstained
Dr. Ana "Cha" Guzman, Chair	X			
Jessica Weaver, Vice Chair	X			
Charles Clack, Commissioner	X			
Jo-Anne Kaplan, Commissioner	X			
Olga Kauffman, Commissioner	X			
Ignacio Perez, Commissioner	X			
Ruth Rodriguez, Commissioner	X			

DISCUSSION ITEMS

Item 15: Discussion regarding Resident Concerns

Joel Tabar, Director of Community Development Initiatives presented a letter addressed to the Board from Jeanette Rico, Alazan Apache resident.

The Board discussed the SAHA pest control concerns and process.

Chair Guzman encouraged Commissioners to visit SAHA properties.

Item 16: President’s Report

- SAHA 2025 Resident Working Groups
- 100th Birthday Celebration
- Workforce Job Training
- Health Profession Training
- Victoria Commons Update
- Book Donation

Dr. Guzman, Board Chair, then recessed the meeting for the San Antonio Housing Facility Corporation and Las Varas Public Facility Corporation meetings at 4:39 p.m.

The Board of Commissioners returned from recess and the meeting resumed at 4:45 p.m.

Dr. Guzman, Board Chair, then recessed the meeting for a Closed Session at 4:45 p.m.

Item 17: *CLOSED SESSION

Consultation with Attorney

Deliberate and obtain legal advice regarding legal issues pursuant to Texas Government Code Sec. 551.071 (consultation with attorney).

- Consultation with attorney regarding complaint process

Personnel/Consultation with Attorney

Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee and obtain legal advice regarding legal issues pursuant to Texas Government Code Sec. 551.074 (personnel) and Texas Government Code Sec. 551.071 (consultation with attorney).

- Consultation with attorney regarding Commissioner’s alleged conduct

Item 18: Adjournment

With no objections, Dr. Guzman, Board Chair, adjourned the meeting at 5:47 p.m.

ATTEST:

Ana M. “Cha” Guzman
Chair, Board of Commissioners

Date

David Nisivoccia
President and CEO

Date

MINUTES
SAN ANTONIO HOUSING AUTHORITY
BOARD OF COMMISSIONERS
OPERATIONS AND CHOICE NEIGHBORHOOD COMMITTEE OR SPECIAL BOARD MEETING - TELECONFERENCE
Call In Phone Number: (346) 248-7799
Zoom Meeting ID: 93839434337# Passcode: 654170#
October 22, 2020

SCHEDULED: 12:30 p.m. - Teleconference

COMMISSIONERS PRESENT:

Dr. Ana “Cha” Guzman, Chair
Jessica Weaver, Vice Chair
Charles Clack, Commissioner
Jo-Ann Kaplan, Commissioner
Olga Kauffman, Commissioner
Ignacio Perez, Commissioner
Ruth Rodriguez, Commissioner

COMMISSIONERS ABSENT:

None

COUNSEL: Doug Poneck, Escamilla & Poneck, LLP

TRANSLATOR: BCC Communications

STAFF:

David Nisivoccia, President and CEO
Ed Hinojosa, Chief Financial Officer
Muriel Rhoder, Chief Administrative Officer
Brandee Perez, Chief Operating Officer
Timothy E. Alcott, Chief Legal and Real Estate Officer
Jo Ana Alvarado, Director of Innovative Technology
Kristi Baird, Director of Beacon Communities
Diana Kollodziej Fiedler, Director of Finance and Accounting
Domingo Ibarra, Director of Security
Aiyana Longoria, Director of Internal Audit
Hector Martinez, Director of Construction Services and Sustainability

Richard Milk, Director of Policy and Planning
Steven Morando, Director of Procurement and General Services
Michael Reyes, Director of Communications and Public Affairs
Lorraine Robles, Director of Development Services and Neighborhood Revitalization
Janie Rodriguez, Director of Human Resources
Tom Roth, Director of Asset Management
Joel Tabar, Director of Community Development Initiatives
Zachariah Woodard, Interim Director of Federal Housing Programs

Item 1: Meeting called to order

Vice Chair Weaver called the meeting to order at 12:39 p.m.

PUBLIC COMMENT

Item 2: Public Comment - Citizens are provided three minutes each to speak to any agenda items. There were no citizens who spoke to the agenda.

INDIVIDUAL ITEMS FOR CONSIDERATION

Item 3: Consideration and appropriate action regarding Resolution 6085, authorizing the award of contracts for tax credit consulting services to BETCO Consulting, LLC (HUB) and East 43rd Street, LLC dba Structure Development (HUB) for an annual cumulative amount not to exceed \$300,000.00; for a period of one year with the option to renew up to four additional one-year terms (Lorraine Robles, Director of Development Services and Neighborhood Revitalization; Steven Morando, Director of Procurement and General Services)

Lorraine Robles, Director of Development Services and Neighborhood Revitalization, indicated that SAHA requires the services of tax credit consulting firms to provide services related to the development and or partnership to develop affordable housing throughout the City of San Antonio. These firms will be responsible for seeking vacant land for the Agency to develop affordable housing that potentially will score well in tax credit rounds, as well as, for analyzing potential projects with various builders, developers, Real Estate Investment Trusts (REITS) for tax credit eligibility and potential benefit to SAHA; managing the tax credit application process for projects selected by SAHA from pre-application until the tax credits are approved and an award is made; and will serve as the point of contact for SAHA with other government agencies to include State of Texas Department of Housing and Community Affairs (TDHCA).

Steven Morando, Director of Procurement and General Services, indicated that on July 17, 2020, SAHA issued a Request For Proposals #2007-946-82-5047 for Tax Credit Consulting Services that closed on August 25, 2020. The RFP was published on the SAHA website, Electronic State Business Daily (ESBD), The Hart Beat, posted on NAHRO, Public Purchase and directly solicited to 32 firms. A total of two proposals were received in response to this solicitation: BETCO Consulting, LLC (HUB) and East 43rd Street, LLC dba Structure Development (HUB). Both proposals were evaluated on the following criteria: experience, technical approach, managerial capacity, funding proposal, and strength of the contractor's Section 3 and SWMBE Utilization Plans. Best and final offers were requested from both proposers that were due to procurement on September 30, 2020. Based on the above, we are recommending contract awards to both firms. The affordable housing industry is a very specialized industry requiring specific knowledge and expertise. Each of the firms are highly experienced and each has their particular strengths offering services that may be tailored to meet the Agency's needs and desired outcomes.

Motion: Commissioner Kaplan moved to approve Resolution 6085. Commissioner Kauffman seconded the motion. Approved.

Member	Aye	Nay	Absent At Time of Vote	Abstained
Dr. Ana "Cha" Guzman, Chair	X			
Jessica Weaver, Vice Chair	X			
Charles Clack, Commissioner	X			
Jo-Anne Kaplan, Commissioner	X			
Olga Kauffman, Commissioner	X			
Ignacio Perez, Commissioner	X			
Ruth Rodriguez, Commissioner			X	

Item 4: Consideration and appropriate action regarding Resolution 6086, authorizing the award of contracts for HVAC air duct cleaning services agency wide to Gillit's Duct Cleaning, LLC (SBE, WBE) for an annual cumulative amount not to exceed \$262,000.00; and dryer and kitchen

vent cleaning services agency wide to Triple R Air Conditioning, LLC (ESBE, HABE, MBE, SBE, Section 3 Business) for an annual cumulative amount not to exceed \$80,500.00; both for a period of one year with the option to renew up to four additional one-year terms (Zachariah Woodard, Interim Director of Federal Housing Programs; Steven Morando, Director of Procurement and General Services)

Zachariah Woodard, Interim Director of Federal Housing Programs, indicated that SAHA requires the services of vendors to provide dryer vent cleaning, kitchen exhaust duct system cleaning, and heating, air conditioning, and ventilation system (HVAC) air duct cleaning agency wide. The dryer vent cleaning and HVAC air duct cleaning will be performed on 10% of the units each year. The kitchen exhaust duct cleaning will be performed on an as needed basis, as requested by property management.

Mr. Morando indicated on July 22, 2020, SAHA issued an Invitation For Bids #2007-910-04-5045 for Chimney, Vent, and Duct Cleaning Services Agency Wide that closed on August 25, 2020. The IFB was published on the SAHA website, Electronic State Business Daily (ESBD), The Hart Beat, posted on NAHRO, Public Purchase, and directly solicited to 37 vendors. A total of four bids were received in response to this solicitation: Blackmon Mooring Services, LTD dba Blackmon Mooring of Texas, LLC, Blackmon Mooring of San Antonio, LLC, Gillit's Duct Cleaning, LLC (SBE, WBE), Premier Comfort Service Company (DBE, ESBE, HABE, MBE, SBE, WBE), and Triple R Air Conditioning, LLC (ESBE, HABE, MBE, SBE, Section 3 Business). All bids were evaluated on the following criteria: purchase price, reputation of the bidder and their goods or services, quality of the goods or services, extent to which the goods or services meet SAHA's needs, total long term cost, and any relevant criteria contained within the solicitation document. Based on the above, we are recommending contract awards to Gillit's Duct Cleaning, LLC and Triple R Air Conditioning, LLC. They are the lowest cost responsive and responsible bidders. Chimney sweeping was also included in this solicitation; however, we will not be awarding for this service at this time. Only one of the bidders included pricing in their bid to provide this service. SAHA will be issuing a solicitation for chimney sweeping services in the near future, which impacts 212 units within Beacon Communities portfolio.

Motion: Commissioner Kaplan moved to approve Resolution 6086. Commissioner Rodriguez seconded the motion. Approved.

Member	Aye	Nay	Absent At Time of Vote	Abstained
Dr. Ana "Cha" Guzman, Chair	X			
Jessica Weaver, Vice Chair	X			
Charles Clack, Commissioner	X			
Jo-Anne Kaplan, Commissioner	X			
Olga Kauffman, Commissioner	X			
Ignacio Perez, Commissioner	X			
Ruth Rodriguez, Commissioner	X			

Item 5: Consideration and appropriate action regarding Resolutions 6081, 20SP-10-22, and 20FAC-10-23, approving San Antonio Housing Facility Corporation as the conduit issuer of tax exempt debt on behalf of Sunshine Plaza Apartments, Incorporated's Promissory Note to Frost Bank to finance the improvements to the Sunshine Plaza Apartments; authorizing

execution of all documentation necessary to carry out the transaction; and other matters in connection therewith (Thomas Roth, Director of Asset Management)

Thomas Roth, Director of Asset Management, explained that Sunshine Apartments is a 100 unit, multi-family asset built in 1979 and located at 455 E. Sunshine Road, San Antonio, Texas. The property is part of the Beacon Communities portfolio and managed by SAHA staff. The property has a long term HUD Project Based Assistance (PBA), Section 8 contract in place for 100% of the units. The property is age restricted for residents 62.5 years of age or older.

The property was built in 1979, and many of the building components at 41 years of age are at, or have exceeded, their estimated useful life. The five-year plan for the Beacon Communities Portfolio identified this asset as a candidate for refinancing and reinvestment in capital repairs/replacements to extend the useful life of this affordable housing asset.

SAHA’S Procurement Department has issued an RFP solicitation to secure a qualified contract to perform the following renovations to the property:

1. Replace existing window A/C and wall gas heaters, with an energy efficient split system to provide heat and A/C to each unit.
2. Install energy efficient vinyl windows and metal exterior doors.
3. Repair and repaint exterior stucco and siding.
4. Repair and paint metal railings throughout.
5. Upgrade elevator mechanicals, controls, and cabs.
6. Repair/replace damaged sidewalks and concrete in parking lots.

The estimated cost of the renovation project is \$1.9 million to \$2.2 million. No residents will be displaced during the renovation.

Motion: Commissioner Clack moved to approve Resolution 6081, 20SP-10-22, and 20FAC-10-23. Commissioner Weaver seconded the motion. Approved.

Member	Aye	Nay	Absent At Time of Vote	Abstained
Dr. Ana “Cha” Guzman, Chair	X			
Jessica Weaver, Vice Chair	X			
Charles Clack, Commissioner	X			
Jo-Anne Kaplan, Commissioner	X			
Olga Kauffman, Commissioner	X			
Ignacio Perez, Commissioner	X			
Ruth Rodriguez, Commissioner	X			

Item 6: Discussion regarding update on SAHA 2025 (Strategic Plan) (Richard Milk, Director of Policy and Planning)

Vice Chair Weaver then recessed the meeting for a Closed Session at 1:36 p.m.

**Item 7: *CLOSED SESSION
Personnel/Consultation with Attorney**

Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee and obtain legal advice regarding legal issues pursuant to Texas Government Code Sec. 551.074 (personnel) and Texas Government Code Sec. 551.071 (consultation with attorney).

- Consultation with attorney regarding Commissioner’s alleged conduct

REPORTS PROVIDED TO THE BOARD

- Procurement Activity Report
Vice Chair Weaver requested that Mr. Morando provide a report out at the next meeting to include the following:
 - What he’s been able to accomplish
 - What’s upcoming for the Procurement Department
 - Describe what’s in the Procurement report

Item 8: Adjournment

Vice Chair Weaver adjourned the meeting at 1:56 p.m.

ATTEST:

Ana M. “Cha” Guzman
Chair, Board of Commissioners

Date

David Nisivoccia
President and CEO

Date

MINUTES
SAN ANTONIO HOUSING AUTHORITY
BOARD OF COMMISSIONERS
REAL ESTATE DEVELOPMENT COMMITTEE OR SPECIAL BOARD MEETING
Call In Phone Number: (346) 248-7799
Zoom Meeting ID: 93839434337# Passcode: 654170#
October 22, 2020

SCHEDULED: 2:00 p.m. - Teleconference

COMMISSIONERS PRESENT:

Dr. Ana “Cha” Guzman, Chair
Jessica Weaver, Vice Chair
Charles Clack, Commissioner
Jo-Ann Kaplan, Commissioner
Olga Kauffman, Commissioner
Ignacio Perez, Commissioner
Ruth Rodriguez, Commissioner

COMMISSIONERS ABSENT:

None

COUNSEL: Doug Poneck, Escamilla & Poneck, LLP

TRANSLATOR: N/A

STAFF:

David Nisivoccia, President and CEO
Ed Hinojosa, Chief Financial Officer
Muriel Rhoder, Chief Administrative Officer
Brandee Perez, Chief Operating Officer
Timothy E. Alcott, Chief Legal and Real Estate Officer
Jo Ana Alvarado, Director of Innovative Technology
Kristi Baird, Director of Beacon Communities
Diana Kollodziej Fiedler, Director of Finance and Accounting
Domingo Ibarra, Director of Security
Aiyana Longoria, Director of Internal Audit
Hector Martinez, Director of Construction Services and Sustainability

Richard Milk, Director of Policy and Planning
Steven Morando, Director of Procurement and General Services
Michael Reyes, Director of Communications and Public Affairs
Lorraine Robles, Director of Development Services and Neighborhood Revitalization
Janie Rodriguez, Director of Human Resources
Tom Roth, Director of Asset Management
Joel Tabar, Director of Community Development Initiatives
Zachariah Woodard, Interim Director of Federal Housing Programs

Item 1: Meeting called to order

Vice Chair Jessica Weaver, called the meeting to order at 2:04 p.m.

PUBLIC COMMENT

Item 2: Public Comment - Citizens are provided three minutes each to speak to any agenda items. There was one citizen who signed up to speak to the agenda, but did not speak. There were no citizens who spoke to the agenda.

INDIVIDUAL ITEMS FOR DISCUSSION

Item 3: Consideration and appropriate action regarding Resolutions 6082, 20LVFPC-10-22, and 20FAC-10-22, inducing the Artisan at Springview Apartments transaction, including the execution of all documentation necessary to obtain the financing for such transaction; and authorizing all filings and agreements with Texas Department of Housing and Community Affairs in connection with applications for low income housing tax credits; and other matters in connection therewith (Timothy E. Alcott, Chief Legal and Real Estate Officer, Lorraine Robles, Director of Development Services and Neighborhood Revitalization, and William Walter, Coats Rose)

Motion: Commissioner Clack moved to approve Resolutions 6082, 20LVFPC-10-22, and 20FAC-10-22. Commissioner Perez seconded the motion. Approved.

Member	Aye	Nay	Absent At Time of Vote	Abstained
Dr. Ana "Cha" Guzman, Chair	X			
Jessica Weaver, Vice Chair	X			
Charles Clack, Commissioner	X			
Jo-Anne Kaplan, Commissioner	X			
Olga Kauffman, Commissioner	X			
Ignacio Perez, Commissioner	X			
Ruth Rodriguez, Commissioner	X			

Item 4: Consideration and appropriate action regarding Resolutions 6083 and 20FIN-10-22, authorizing the San Antonio Housing Finance Corporation to defease the bonds it issued to finance the Artisan on the Bluffs Apartments project in connection with the refinancing of the project (Timothy E. Alcott, Chief Legal and Real Estate Officer)

Motion: Commissioner Kaplan moved to approve Resolutions 6083 and 20FIN-10-22. Commissioner Clack seconded the motion. Approved.

Member	Aye	Nay	Absent At Time of Vote	Abstained
Dr. Ana "Cha" Guzman, Chair	X			
Jessica Weaver, Vice Chair	X			
Charles Clack, Commissioner	X			
Jo-Anne Kaplan, Commissioner	X			
Olga Kauffman, Commissioner	X			
Ignacio Perez, Commissioner	X			
Ruth Rodriguez, Commissioner	X			

Item 5: Consideration and appropriate action regarding Resolution 6084, authorizing the adoption of the three step Board of Commissioner approval process for tax credit and bond developments whereby SAHA or its affiliates is a partner in the transaction (Timothy E. Alcott, Chief Legal and Real Estate Officer)

Motion: Commissioner Clack moved to approve Resolution 6084. Commissioner Kaplan seconded the motion. Approved.

Member	Aye	Nay	Absent At Time of Vote	Abstained
Dr. Ana "Cha" Guzman, Chair	X			
Jessica Weaver, Vice Chair	X			
Charles Clack, Commissioner	X			
Jo-Anne Kaplan, Commissioner	X			
Olga Kauffman, Commissioner	X			
Ignacio Perez, Commissioner	X			
Ruth Rodriguez, Commissioner	X			

Item 6: Review and/or finalize Real Estate Development Policy (Timothy E. Alcott, Chief Legal and Real Estate Officer; Lorraine Robles, Director of Development Services and Neighborhood Revitalization) Vice Chair Weaver requested the Commissioners review the redlined document for the next meeting and to include language indicating SAHA supports transit oriented developments and SAHA owned developments will accept Section 8 vouchers in the drafted policy.

RESOURCES PROVIDED

- Schedule of Units Under Development
- Real Estate Development Policy (most updated version)
- CoSA Housing Affordability Criteria

The Committee requested revision of the current development projects and timeline listing to include updating the section colors to appear more unique.

Vice Chair Weaver then recessed for a Close Session at 3:13 p.m.

Item 7: *CLOSED SESSION

Real Estate/Consultation with Attorney

Deliberate the management, purchase, exchange, lease or value of certain real properties and obtain legal advice regarding related legal issues pursuant to Texas Government Code Sec. 551.072 (real property) and Texas Government Code Sec. 551.071 (consultation with attorney).

- Discussion on real estate matters relating to Victoria Commons
- Discussion regarding recent TDHCA compliance communications

Item 7: Adjournment

With no objections, Vice Chair Weaver adjourned the meeting at 4:25 p.m.

ATTEST:

Ana M. "Cha" Guzman
Chair, Board of Commissioners

Date

David Nisivoccia
President and CEO

Date



SAHA | SAN ANTONIO
HOUSING AUTHORITY

Opportunity Lives Here

CDI UPDATE

NOVEMBER 5, 2020

SAN ANTONIO HOUSING AUTHORITY MISSION

Provide quality affordable housing that is well integrated into the fabric of neighborhoods and serves as a foundation to improve lives and advance resident independence

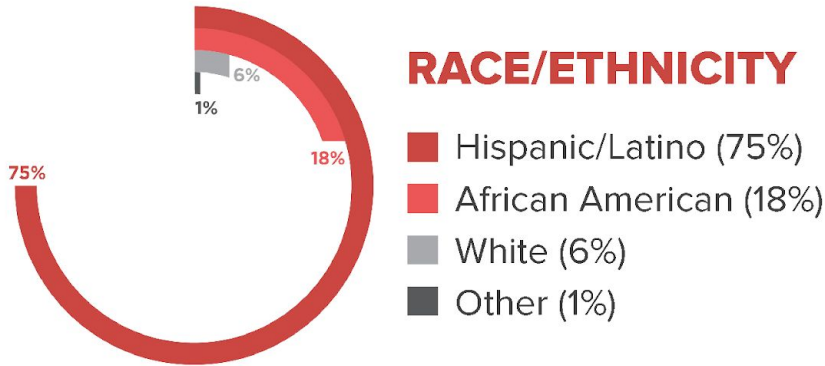
WHO WE SERVE

57,000

individuals housed

27,000

children (48%)



97%

are very low-income
(50% of area median income and below)

8%

of San Antonio rental market

THE NEED IN SA



25%

of San Antonio renters spend more than half of their income on housing

42,853

Households on the public housing and housing choice voucher waitlist

FINANCIAL BARRIERS

\$9,899

Median Income
(\$50,980 San Antonio; \$72,000 SA-NB Metro)

52%

on a fixed income

53%

are elderly and/or disabled

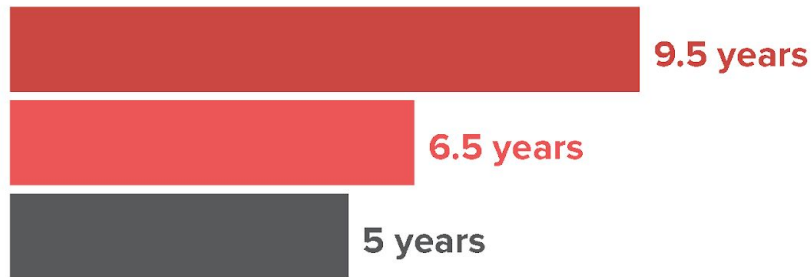
32%

are earning wages

\$234

average household rent

MEDIAN TENURE



- Older householder
- Householder with disability
- Work-able householder

RESIDENT EMPOWERMENT



1,649

served through veteran and homeless programs with supportive services

1,703

receiving Community Development Initiatives services

COMMUNITY DEVELOPMENT INITIATIVES

DEPARTMENT OBJECTIVE

7

SAN ANTONIO HOUSING AUTHORITY

VISION

- Create dynamic communities where **people thrive**

MISSION

- The San Antonio Housing Authority provides quality affordable housing that is well integrated into the fabric of neighborhoods and serves as a foundation to **improve lives** and **advance resident independence**.

STRATEGIC GOALS

- Empower and equip families to improve their quality of life and achieve economic stability
- Develop a local and national reputation for being an effective leader, partner and advocate for affordable housing and its residents

COMMUNITY DEVELOPMENT INITIATIVES

ASSESSMENT | SWOT ANALYSIS

STRENGTHS

Mission

Comparative advantage

- 18,647 Housed Households
- 46,977 Housed Individuals

Motivated staff

Existing partnerships

Positive media coverage

WEAKNESSES

Diverse organizational structure

- Oversight
- Effectiveness
- Compliance

Funding restrictions

Financial viability

Data integrity and reporting

OPPORTUNITIES

Better leverage SAHA's value

Improve case management

Report outcomes and social impact

Expand reach in community

Improve agency reputation / influence

Attract funding to better suit our aims

Interdepartmental collaboration

THREATS

COVID-19 impact

- Economic and health impact to residents
- Presence with residents
- Existing fundraising efforts

Confidence in SAHA as a funding recipient

Funding cutbacks

COMMUNITY DEVELOPMENT INITIATIVES

SERVICE COORDINATION



Employment Services



Child Care



Educational Programs



Financial Education



Health Services



Vocational Training



Internships



Counseling



Transportation

COMMUNITY DEVELOPMENT INITIATIVES

HUD MULTIFAMILY SERVICE COORDINATION

10

Service Coordinators ARE	Service Coordinators ARE NOT
Resources on available community-based services	Direct service providers
Facilitators of wellness and other educational programs	Recreation or activity directors
Motivators who empower residents to be independent	Duplicators of existing community services
Champions who encourage residents to live a healthy lifestyle	Distributors of medical aids, medications, or medical advice
Advisors who can assist residents	Handlers of residents' funds
Referral agents who connect residents to service providers	Property managers or leasing agents
Community partners to assist residents with accessing community-based services	Organizers or leaders of resident councils

COMMUNITY DEVELOPMENT INITIATIVES

RESIDENT SELF-SUFFICIENCY GOALS

ECONOMIC SELF-SUFFICIENCY

Residents have access to the services to build the sustainable skills necessary to gain and maintain employment paying a “living wage”

- Youth, education, training, employment, transportation, and any other related services

HOUSING SELF-SUFFICIENCY

Residents have access to the services necessary to live independently and age in place

- Health, wellness, food, water, clothing, and any other related services



COMMUNITY DEVELOPMENT INITIATIVES

CASE MANAGEMENT SERVICES

**PROACTIVE
ENGAGEMENT
AND OUTREACH**

**INTAKE AND
ENROLLMENT**

**RESIDENT NEEDS
ASSESSMENT**

**MONITORING
PROGRESS**

**SERVICE
COORDINATION**

GOAL SETTING



PROGRAM EXITS

- Supportive service referrals
- Providing information
- Educational events

COMMUNITY DEVELOPMENT INITIATIVES

RESIDENT SERVICES PROGRAMS

FSS

Family Self-Sufficiency (FSS) Program

17 HUD funded case manager positions

Available to Public Housing and HCV families

Financial incentive for enrollment with five-year participation contract

EDS

Elderly and Disabled Service (EDS) Coordinator Program

8 HUD funded case manager positions

Available at 32 Elderly and Disabled Public Housing properties

ROSS

Resident Opportunity and Self-Sufficiency (ROSS) Grant Program

3 HUD funded case manager positions

Available at 17 Public Housing family properties

TCSS

Tax Credit Supportive Service (TCSS) Contracts

3 owner-funded case manager positions

Available at 9 tax credit partner properties

COMMUNITY DEVELOPMENT INITIATIVES

SUPPLEMENTAL PROGRAMS

HEALTH PROFESSIONS OPPORTUNITY GRANT (HPOG)

- Provides tuition-free training to residents for select health occupation courses or programs at Alamo Colleges

CONNECTHOMESA

- Provides digital literacy classes and devices to connect residents



COMMUNITY DEVELOPMENT INITIATIVES

NON-PROFIT ORGANIZATION

EDUCATION INVESTMENT FOUNDATION

- 501(c)(3) with goal of providing services to SAHA residents
- Rebranded from SAHA Foundation, Inc., to Education Investment Foundation, Inc., (EIF) in 2007
- Underutilized source of income for resident services
- Opportunities to increase fundraising and financial performance
- Collaborating with Public Affairs and Policy and Planning on rebranding and revisiting bylaws



COMMUNITY DEVELOPMENT INITIATIVES

MOVING FORWARD

RECENT CHANGES

- 1 Withdrew from EIF-United Way agreements
- 2 Required all case management staff to attend self-sufficiency service coordination training and certification
- 3 Applying for FY20 HUD Jobs Plus grant for Lincoln Heights
- 4 Restructured department to include management and service coordination support staff

COMMUNITY DEVELOPMENT INITIATIVES

MOVING FORWARD

ONGOING CHANGES

Redirect resources to build core competency of seeking, developing and maintaining partnerships with existing service providers

- Utilize HUD-required FSS Program Coordinating Committee to advise and connect SAHA with community resources

SAHA

- Assess resident needs and identifies appropriate service providers
- Advertises services to residents
- Provides access and meeting spaces
- Formally reports collaborative impact

SERVICE PROVIDER

- Conducts outreach to SAHA residents
- Provides services to residents
- Reports outputs and resident outcomes to SAHA

COMMUNITY DEVELOPMENT INITIATIVES

MOVING FORWARD

18

ONGOING CHANGES

Narrow scope of operations to specialize in service coordination as SAHA's core competency

- Focus on improving frontline case management structure through training and development of policies, procedures, and delivery design
- Build a support team focused on data analysis and partnership development
- Seek funding for expanding frontline and strategic service coordination
- Pursue opportunities for volunteers to conduct needs assessments and/or additional service coordination (e.g., university internships and service learning, AmeriCorps, or external volunteer program)
- Provide limited direct services (i.e., ConnectHomeSA, HPOG and HUD Jobs Plus)

COMMUNITY DEVELOPMENT INITIATIVES

MOVING FORWARD

FUTURE CHANGES

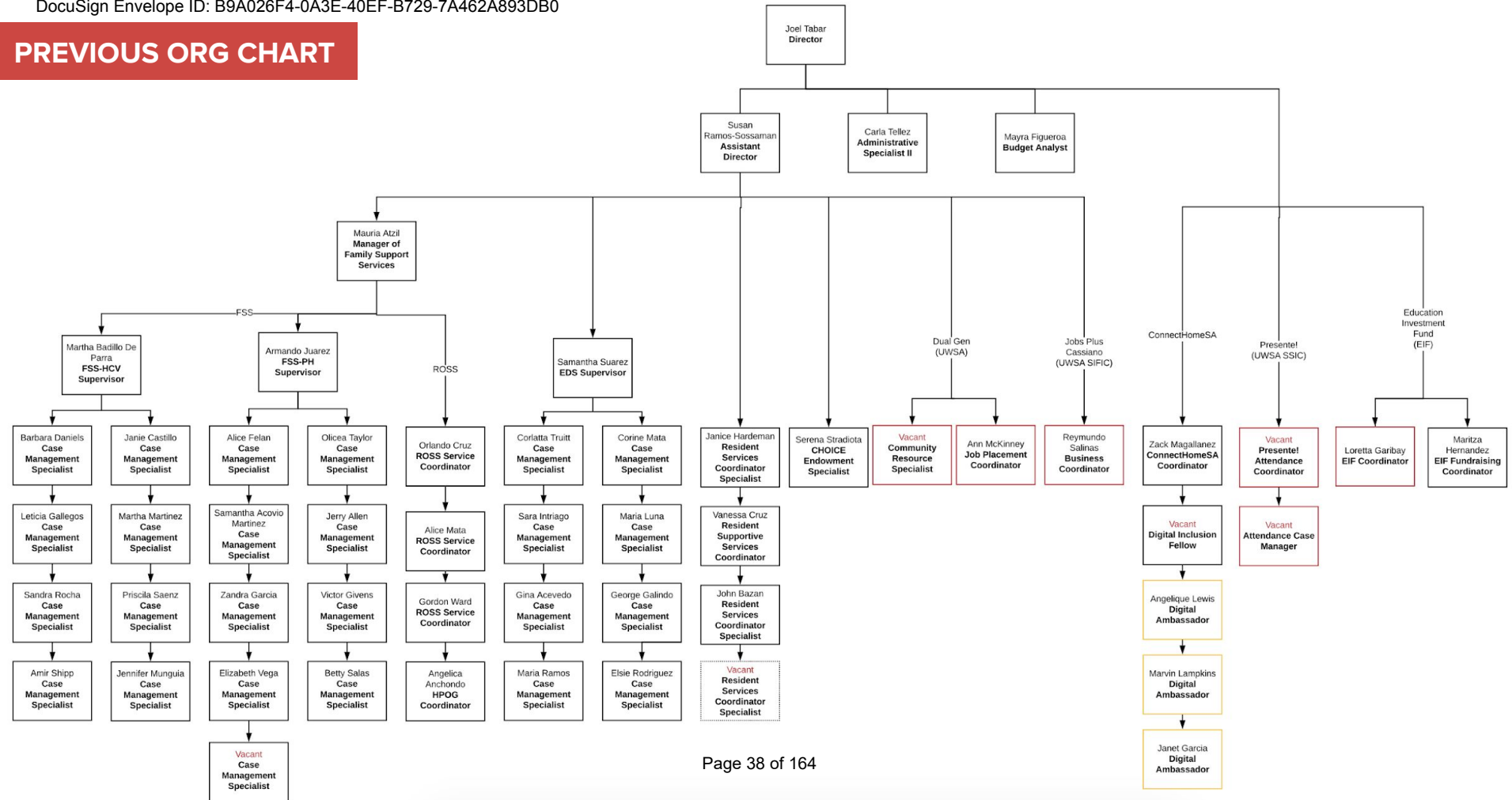
Strategically and aggressively pursue funding opportunities better tailored to SAHA's needs

- Be strategic about grant applications that can best serve our families and that can provide additional staffing resources to achieve

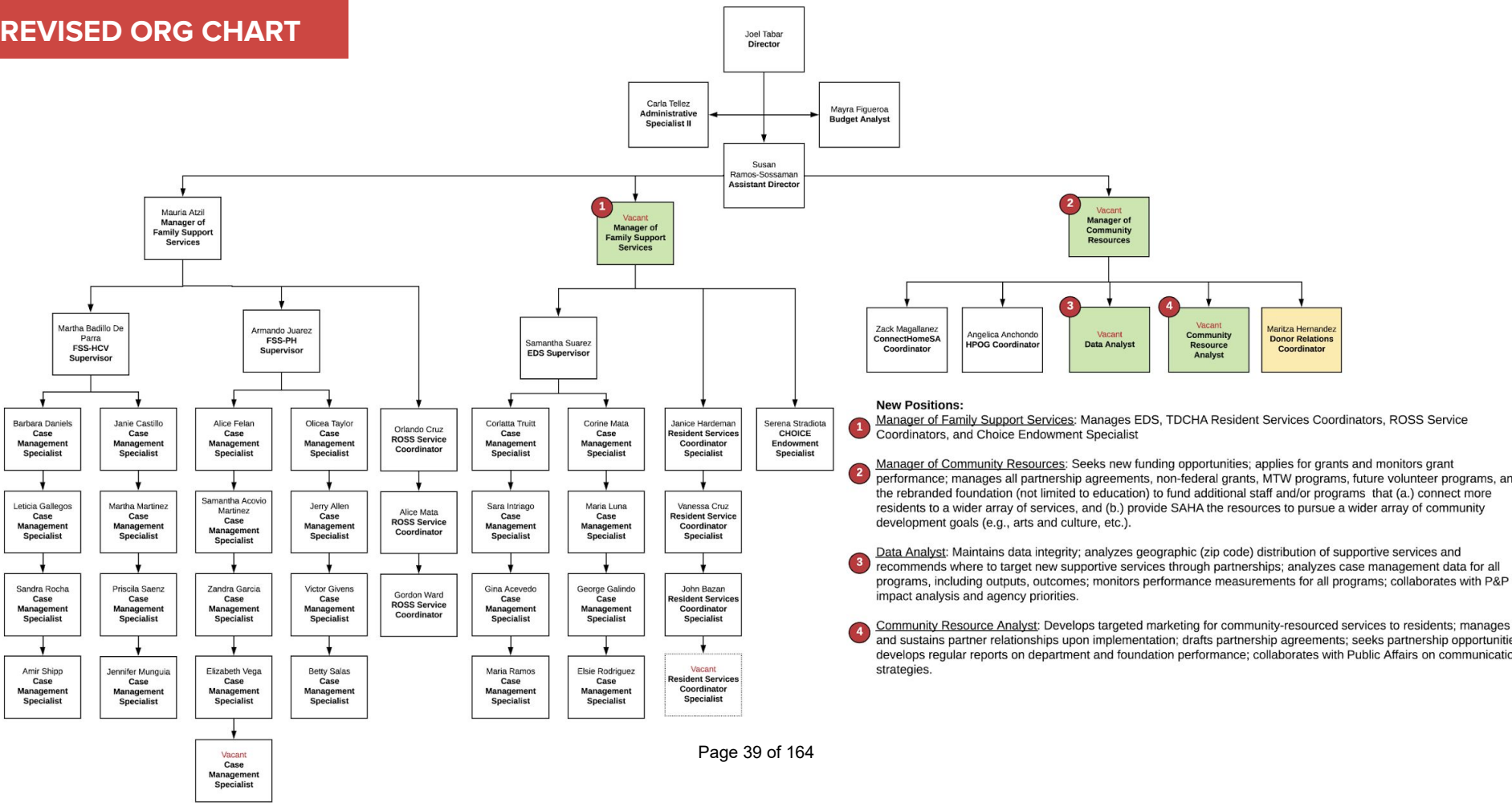
Rebrand nonprofit to serve a wider array of SAHA's needs and employ new strategies for soliciting donations

- Identify and pursue new donors
- Redevelop fundraising model
- Formally report and publish performance and outcomes
- Thank and celebrate donors

PREVIOUS ORG CHART



REVISED ORG CHART



New Positions:

- 1 **Manager of Family Support Services:** Manages EDS, TDCHA Resident Services Coordinators, ROSS Service Coordinators, and Choice Endowment Specialist
- 2 **Manager of Community Resources:** Seeks new funding opportunities; applies for grants and monitors grant performance; manages all partnership agreements, non-federal grants, MTW programs, future volunteer programs, and the rebranded foundation (not limited to education) to fund additional staff and/or programs that (a.) connect more residents to a wider array of services, and (b.) provide SAHA the resources to pursue a wider array of community development goals (e.g., arts and culture, etc.).
- 3 **Data Analyst:** Maintains data integrity; analyzes geographic (zip code) distribution of supportive services and recommends where to target new supportive services through partnerships; analyzes case management data for all programs, including outputs, outcomes; monitors performance measurements for all programs; collaborates with P&P on impact analysis and agency priorities.
- 4 **Community Resource Analyst:** Develops targeted marketing for community-resourced services to residents; manages and sustains partner relationships upon implementation; drafts partnership agreements; seeks partnership opportunities; develops regular reports on department and foundation performance; collaborates with Public Affairs on communication strategies.

QUESTIONS?

SAN ANTONIO HOUSING AUTHORITY

November 5, 2020

BOARD OF COMMISSIONERS

RESOLUTION 6085, AUTHORIZING THE AWARD OF CONTRACTS FOR TAX CREDIT CONSULTING SERVICES TO BETCO CONSULTING, LLC (HUB) AND EAST 43RD STREET, LLC DBA STRUCTURE DEVELOPMENT (HUB) FOR AN ANNUAL CUMULATIVE AMOUNT NOT TO EXCEED \$300,000.00; FOR A PERIOD OF ONE YEAR WITH THE OPTION TO RENEW UP TO FOUR ADDITIONAL ONE-YEAR TERMS

DocuSigned by:
David Nisivoccia
5009927675274DC...
David Nisivoccia
President and CEO

DocuSigned by:
Steven Morando
5AC93CF03F5A422...
Steven Morando
**Director of Procurement
and General Services**

DocuSigned by:
Lorraine Robles
7BEB7A250333420...
Lorraine Robles
**Director of Development
Services and Neighborhood
Revitalization**

REQUESTED ACTION:

Consideration and approval regarding Resolution 6085, authorizing the award of contracts for Tax Credit Consulting Services to BETCO Consulting, LLC (HUB) and East 43rd Street, LLC dba Structure Development (HUB) for an annual cumulative amount not to exceed \$300,000.00; for a period of one year with the option to renew up to four additional one-year terms.

FINANCIAL IMPACT:

The current award recommendation for tax credit consulting services is not expected to exceed an annual cumulative amount of \$300,000.00 and will be funded through the Development Services and Neighborhood Revitalization department operating budget and available reserves.

SUMMARY:

SAHA requires the services of tax credit consulting firms to provide services related to the development and or partnership to develop affordable housing throughout the City of San Antonio. These firms will be responsible for seeking vacant land for the Agency to develop affordable housing that potentially will score well in tax credit rounds, as well as, for analyzing potential projects with various builders, developers, Real Estate Investment Trusts (REITS) for tax credit eligibility and potential benefit to SAHA; managing the tax credit application process for projects selected by SAHA from pre-application until the tax credits are approved and an award is made; and will serve as the point of contact for SAHA with other government agencies to include State of Texas Department of Housing and Community Affairs (TDHCA).

On July 17, 2020, SAHA issued a Request For Proposals #2007-946-82-5047 for Tax Credit Consulting Services that closed on August 25, 2020. The RFP was published on the SAHA website, Electronic State Business Daily (ESBD), The Hart Beat, posted on NAHRO, Public Purchase and direct solicited to 32 firms. A total of two proposals were received in response to this solicitation: BETCO Consulting, LLC (HUB) and East 43rd Street, LLC dba Structure Development (HUB). Both proposals were evaluated on the following criteria: experience, technical approach, managerial capacity, funding proposal, and strength of the contractor's Section 3 and SWMBE Utilization Plans. Best and final offers were requested from both proposers that were due to procurement on September 30, 2020. Based on the above, we are

SAN ANTONIO HOUSING AUTHORITY**November 5, 2020**

recommending contract awards to both firms. The affordable housing industry is a very specialized industry requiring specific knowledge and expertise. Each of the firms are highly experienced and each has their particular strengths offering services that may be tailored to meet the Agency's needs and desired outcomes.

COMPANY PROFILES:

BETCO Consulting was founded in 2011 and is headquartered in Austin, Texas. This firm has been certified as a HUB by the State of Texas. They provide multi-family housing development services to a wide range of clients varying from small development groups to seasoned development companies. They are a full service housing development consulting firm specializing in the securing of funds for the development of affordable housing via programs such as Housing Tax Credits (9% and 4%), HOME, Federal Home Loan Bank and other public funds. Their company is composed of individuals with backgrounds who have worked for TDHCA, developers, financial institutions, accounting firms, and community organizations. This firm utilizes a Geographical Information System (GIS) tool that was created to optimize the site selection process when choosing sites for proposed developments under the Housing Tax Credit program. Multiple sets of data, prescribed by the TDHCA Qualified Allocation Plan (QAP), are integrated into the tool that allows them to visually detect the best site for a development. While the tool does not automate all aspects of the site selection criteria and process, it provides an efficient starting point. This firm has received no prior awards from SAHA. They have worked with developers who have contemplated partnering with housing authorities in the past; however, at the developer's discretion, the structure did not move forward. They have worked with developers to include Alamo Community Group, Cayetano Housing, LLC, Foundation Communities, National Church Residences, and Union Gospel Mission of Tarrant County.

East 43rd Street, LLC dba Structure Development was established in 2012 and is headquartered in Austin, Texas. This firm has been certified as a HUB by the State of Texas. They have experience in both multi-family and single family residential development projects throughout Texas. This firm specializes in affordable housing finance, deal structuring, and project management to include the use of public subsidies for affordable housing, such as low income housing tax credits, historic tax credits, section 202, HOME, and CDBG funds. The owner of the firm has also provided training and technical assistance to nonprofits on a variety of topics to include, but not limited to, Fair Housing and Funding for Housing Projects and has authored numerous studies related to affordable housing to include Impediments to Fair Housing, Housing Resources for Persons with Disabilities, and Affordable Housing in Transit Oriented Design Districts. This firm has secured TDHCA awards for the following developers: NRP Group for projects to include Alazan Lofts, Luna Flats, Rio Lofts, Lord Road Apartments, and Acme Apartments; McCormack Baron Salazar for projects to include Wheatley Family 1, Wheatley Senior Courts, and Wheatley Family II; and LEDG Capital for the Wurzbach Manor project. Their client list includes, but is not limited to, Housing Authority of Bexar County, Harris County Housing Authority, and City of San Antonio's Mission Oriented Organization.

CONTRACTORS PERFORMANCE:

Neither firm has received a prior award from SAHA.

CONTRACT OVERSIGHT:

Contract oversight will be provided by Lorraine Robles, Director of Development Services and Neighborhood Revitalization, who will monitor the vendors' adherence to contract requirements

SAN ANTONIO HOUSING AUTHORITY

November 5, 2020

and performance. The Procurement Department will be responsible to ensure the vendors submit the Contractors' Section 3 Compliance report on a monthly basis, monitor compliance with the vendors' SWMBE subcontractor good faith utilization plan, provide annual contract performance evaluation survey to end users, and assist departments in the contract renewal or new solicitation process.

STRATEGIC GOAL:

Strategically expand the supply of affordable housing.

ATTACHMENTS:

Resolution 6085
Scoring Matrices
Advertisement List

**San Antonio Housing Authority
Resolution 6085**

RESOLUTION 6085, AUTHORIZING THE AWARD OF CONTRACTS FOR TAX CREDIT CONSULTING SERVICES TO BETCO CONSULTING, LLC (HUB) AND EAST 43RD STREET, LLC DBA STRUCTURE DEVELOPMENT (HUB) FOR AN ANNUAL CUMULATIVE AMOUNT NOT TO EXCEED \$300,000.00; FOR A PERIOD OF ONE YEAR WITH THE OPTION TO RENEW UP TO FOUR ADDITIONAL ONE-YEAR TERMS

WHEREAS, on July 17, 2020, SAHA issued a Request For Proposals #2007-946-82-5047 for Tax Credit Consulting Services that closed on August 25, 2020; and

WHEREAS, two proposals were received in response to the RFP. Best and Final Offers were requested from both proposers; and

WHEREAS, we are recommending contract awards to both firms. The affordable housing industry is a very specialized industry requiring specific knowledge and expertise. Each of the firms are highly experienced and each has their particular strengths offering services that may be tailored to meet the Agency's needs and desired outcomes; and

WHEREAS, the current award recommendation for tax credit consulting services is not expected to exceed an annual cumulative amount of \$300,000.00 and will be funded through the Development Services and Neighborhood Revitalization department operating budget and available reserves; and

WHEREAS, staff requests the Board of Commissioners authorize the President and CEO, or designee, to execute all documents associated with these contracts.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of SAHA hereby:

- 1) Approves Resolution 6085, authorizing the award of contracts for Tax Credit Consulting Services to BETCO Consulting, LLC (HUB) and East 43rd Street, LLC dba Structure Development (HUB) for an annual cumulative amount not to exceed \$300,000.00; for a period of one year with the option to renew up to four additional one-year terms.
- 2) Authorizes the President and CEO, or designee, to execute all necessary documents associated with this contract.

Passed and approved on the 5th day of November 2020.

**Ana M. "Cha" Guzman
Chair, Board of Commissioners**

Attested and approved as to form:

**David Nisivocchia
President and CEO**

Advertisement List
Solicitation # 2007-946-82-5047
Tax Credit Consulting Services

Associations /Vendors	Contact Name	Email	Notes
Associations Revised as of 2/7/2019			
African American Chamber of Commerce of San Antonio	Lou Miller	blackchamber@aol.com	
Alamo Asian American Chamber of Commerce	Elva Adams	elva.adams@wellsfargo.com	
Alamo City Black Chamber Of Commerce	Bede Ramcharan	info@alamocitychamber.org	
American Council of Engineering Companies - San Antonio (ACEC-SA)	Anne Whittington	anne@acectx.org	
American Institute of Architects	Paula	paula@aiasa.org	
American Subcontractors Association	Jennifer Swinney	jennifer@asasanantonio.org	
Associated Builders and Contractors S. Texas Chapter	Steve Schultz	steve@abcsouthtexas.org	
Builders Exchange	Jeannette Olguin	jeannette@virtualbx.com	
Construct Connect		content@constructconnect.com	
CFMA		kimr@avacpa.com	
Construction Journal	Danielle Giammarino	DGiammarino@constructionjournal.com	
Goodwill Industries	Steven Hussain Angelique de Oliveira	shussain@goodwill.sa.org adeoliveira@goodwillsa.org	
Greater San Antonio Builders Association	Kristi Sutterfield	ksutterfield@sabuilders.com	
The San Antonio Chamber of Commerce	Dave Petersen	dpetersen@sachamber.org	
Hispanic Contractors Association de San Antonio	Clarissa Perez Dave Sanchez	exdir@hcadesa.org admin@hcadesa.org dave@hcadesa.org	
Home Depot Pro Accounts	Darren Friesenhahn	Darren_Friesenhahn@homedepot.com	
IEC	Julie Howard	jhoward@iecsanantonio.com rvasquez@iecsanantonio.com	
MCA-SMACNA		mca-smacna@mca-smacna.org	
Minority Business Council	Hector Garcia	hector@hegarciacpa.com	
National Alliance of Craftsmen Association	Victor Landa	arvelasquez01@yahoo.com	
National Association of Women in Construction (NAWIC)	Sandee Morgan	nawicerin@gmail.com nawicsatx@gmail.com	
NAWBO San Antonio	Madeline Slay	Madeline@masarchitecture.com	
Plumbing Heating Cooling Contractors Association	Heidi Timble	Heidi@phcc-sanantonio.org	
Professional Engineers in Private Practice	Diane Hoskins	bexarpepp@sbcglobal.net	

Advertisement List
Solicitation # 2007-946-82-5047
Tax Credit Consulting Services

Real Estate Council of San Antonio	Martha Mangum	martham@recsanantonio.com	
SAABE	Melodie	mg.assoc.mgmt@gmail.com	
San Antonio Board of Realtors	Suzanne	Suzanne@sabor.com	
SA Chapter of the Associated General Contractors	Dana Marsh	sanantonioagc@gmail.com	
San Antonio Hispanic Chamber of Commerce	Brianna Dimas	briannad@sahcc.org mariyaf@sahcc.org	
San Antonio Masonry Contractors Association	Debbie Mason	thesamca@gmail.com	
San Antonio Women's Chamber of Commerce	Cindy Libera	admin@sawomenschamber.org	
SmartApartmentData.com		constructionadmin@smartlocating.com	
South Central Regional Certification Agency	Charles Johnson	cjohnson@sctrca.org	
South San Antonio Chamber of Commerce	Al Arreola Jr	al@southsa.org	
Southwest Minority Supplier Diversity Council	Robert Casas	smsdc@smsdc.org gabrielle@smsdc.org	
Surety Association of South Texas, Inc.	Jim Swindle	jim@alamobonds.com	
Texas Society of Professional Engineers		jennifer@tspe.org	
TIBH Industries	Robert Olivo	robertolivo@tibh.org	
UTSA Minority Business Development Agency	Orestes Hubbard Jennifer Mort Jacqueline Jackson	orestes.hubbard@utsa.edu jennifer.mort@utsa.edu Jacqueline.Jackson@utsa.edu	
UTSA Procurement Technical Assistance Center	Terri Williams	ptac@utsa.edu	
West San Antonio Chamber of Commerce	Julie Jimenez	info@westsachamber.org julie@westsachamber.org	
Women's Business Enterprise	Avery Smith	bids@wbea-texas.org	
NAHRO	Web Site	http://nahro.economicengine.com	
Public Purchase	Web Site	www.publicpurchase.com	
Texas ESD	Web Site	https://portal.cpa.state.tx.us/	
North San Antonio Chamber of Commerce	Web Site	https://northsachamber.chambermaster.com	
Direct Solicits as of 11/15/18			
	HUBS on CMBL		
Bgesh, Incorporated	Wes Halliburton	whalliburton@bgesh.com	
JM Sanchez, PLLC	Juan Sanchez	juan@jms-cpas.com	
Martinez, Rosario & Co.	Ismael Martinez	milo@milocpa.net	
	Section 3 Bidders		
	None		

Advertisement List
Solicitation # 2007-946-82-5047
Tax Credit Consulting Services

	Direct Solicits		
ND Consulting Group		info@ndconsulting.com	
Sunflower development Grp		info@sunflowerkc.com	
Sabino & Company	Mike Kressig	kressig@sabinocpa.com	blocked
RSMUS	Web Site	Site not working 7/20/2020 9:47 am	
Novogradac		kevin.floyd@novoco.com phong.tran@novoco.com	Unknown
Patrick and Partners		exceptionalsynergy@patrickandpartners.com	
Construction Management and Development (CM&D)	Web Site	7/20/2020 9:37 am	
Sherbert Group		bsherbert@sherbertgroup.com tara@sherbertconsulting.com	
Donnelly Consulting		SPD@DonnCon.com	
Brian Wishneff & Associates	David A. Cohen	david@wishneff.com	
Tidwewll Group	Web Site	7/20/2020 9:49 am	
Bonner Advisory Grp		luke.bonner@bonnerag.com	
Cherrytree Group		info@cherrytree-group.com	
Duff & Phelps	Web Site	7/20/2020 9:55 am	
Cohn Reznick	Nick Ratti	nick.ratti@cohnreznick.com	
Praxis Consulting Grp		eric@praxisreno.com hilary@praxisreno.com aaina@praxisreno.com	Not Responding
BKD, LLP	Suzanne Della Volla	sdellavolla@bkd.com	
Structure Development	Sarah Andre	sarah@structuretexas.com	
Steve Poppoon		spoppoon@hoganre.com	
Mission Development Group 210 Development Group	Roxanne Joel Pollack Holly Thoman	Roxanne@missiondg.com joel@210dg.com holly@210dg.com	7/30/2020 Not Found Not Found
Housing Lab by Betco	Lora Myrick Juli Gonzalez	lora@betcohousinglab.com juli@betcohousinglab.com	
Jean Latsha		jlatsha@pedco.net	Not Found
Megan Lasch		megan@o-sda.com	
Justin Hartz		jhartz@ldgdevelopment.com	Not Bidding
Ron Kowal		ronk@hacanet.org	
S Anderson Consulting	Sarah Anderson	sarah@sarahandersonconsulting.com	
		tax.credit@garlandind.com	Not Found
BakerTilley	Garrick Gibson	Garrick.gibson@bakertilly.com	
Rosenblatt Law Firm	Web Site	7/20/2020 9:57 am	
CBRE		Gardner.Peavy@cbre.com Scott.senese@cbre.com	
Northbridge		info@northbridgemc.com	Not Found
JC Development Consulting	Janna Cormier	janna.cormier@jcdevelopmentconsulting.com	

Scoring Matrix - BAFO
Tax Credit Consulting Services
2007-946-82-5047

Criterion Description	Weight	BETCO Consulting, LLC	Structure Development
Experience:	1-5 35%		
Rater 1		5.00	5.00
Rater 2		4.00	5.00
Rater 3		4.00	5.00
Total Score		13.00	15.00
Average Score		4.33	5.00
Weighted Score		1.52	1.75
Technical Approach:	1-5 20%		
Rater 1		5.00	5.00
Rater 2		5.00	5.00
Rater 3		5.00	4.00
Total Score		15.00	14.00
Average Score		5.00	4.67
Weighted Score		1.00	0.93
Managerial Capacity:	1-5 15%		
Rater 1		5.00	5.00
Rater 2		4.00	5.00
Rater 3		5.00	5.00
Total Score		14.00	15.00
Average Score		4.67	5.00
Weighted Score		0.70	0.75
Price proposal:	1-5 20%		
Total Score		4.70	5.00
Weighted Score		0.94	1.00
Strength of the Section 3 plans:	1-5 5%		
Rater 1		1.00	1.00
Rater 2		1.00	1.00
Rater 3		2.00	1.00
Total Score		4.00	3.00
Average Score		1.33	1.00
Weighted Score		0.07	0.05
Strength of the S/W/MBE plans:	1-5 5%		
Rater 1		3.00	3.00
Rater 2		3.00	3.00
Rater 3		3.00	2.00
Total Score		9.00	8.00
Average Score		3.00	2.67
Weighted Score		0.15	0.13
Section 3 Preference: A firm may qualify for Section 3 status and earn additional points.			
Category 1: As detailed in Attachment D	5 (.25)		
Category II: As detailed in Attachment D	4 (.2)		
Category III: As detailed in Attachment D	3 (.15)		
Category IV: As detailed in Attachment D	2 (.1)		
Tota Weighted Score		4.37	4.62

Scoring Matrix
Tax Credit Consulting Services
2007-946-82-5047

Criterion Description	Weight	BETCO Consulting, LLC	Structure Development
Experience:	1-5 35%		
Rater 1		5.00	5.00
Rater 2		4.00	5.00
Rater 3		4.00	5.00
Total Score		13.00	15.00
Average Score		4.33	5.00
Weighted Score		1.52	1.75
Technical Approach:	1-5 20%		
Rater 1		5.00	5.00
Rater 2		5.00	5.00
Rater 3		5.00	4.00
Total Score		15.00	14.00
Average Score		5.00	4.67
Weighted Score		1.00	0.93
Managerial Capacity:	1-5 15%		
Rater 1		5.00	5.00
Rater 2		4.00	5.00
Rater 3		5.00	5.00
Total Score		14.00	15.00
Average Score		4.67	5.00
Weighted Score		0.70	0.75
Price proposal:	1-5 20%		
Total Score		3.92	5.00
Weighted Score		0.78	1.00
Strength of the Section 3 plans:	1-5 5%		
Rater 1		1.00	1.00
Rater 2		1.00	1.00
Rater 3		2.00	1.00
Total Score		4.00	3.00
Average Score		1.33	1.00
Weighted Score		0.07	0.05
Strength of the S/W/MBE plans:	1-5 5%		
Rater 1		3.00	3.00
Rater 2		3.00	3.00
Rater 3		3.00	2.00
Total Score		9.00	8.00
Average Score		3.00	2.67
Weighted Score		0.15	0.13
Section 3 Preference: A firm may qualify for Section 3 status and earn additional points.			
Category 1: As detailed in Attachment D	5 (.25)		
Category II: As detailed in Attachment D	4 (.2)		
Category III: As detailed in Attachment D	3 (.15)		
Category IV: As detailed in Attachment D	2 (.1)		
Tota Weighted Score		4.22	4.62

SAN ANTONIO HOUSING AUTHORITY

November 5, 2020

BOARD OF COMMISSIONERS

RESOLUTION 6086, AUTHORIZING THE AWARD OF CONTRACTS FOR HVAC AIR DUCT CLEANING SERVICES AGENCY WIDE TO GILLIT'S DUCT CLEANING, LLC (SBE, WBE) FOR AN ANNUAL CUMULATIVE AMOUNT NOT TO EXCEED \$262,000.00; AND DRYER AND KITCHEN VENT CLEANING SERVICES AGENCY WIDE TO TRIPLE R AIR CONDITIONING, LLC (ESBE, HABE, MBE, SBE, SECTION 3 BUSINESS) FOR AN ANNUAL CUMULATIVE AMOUNT NOT TO EXCEED \$80,500.00; BOTH FOR A PERIOD OF ONE YEAR WITH THE OPTION TO RENEW UP TO FOUR ADDITIONAL ONE-YEAR TERMS

DocuSigned by:
David Nisivoccia
5809927B75274DC...
David Nisivoccia
President and CEO

DocuSigned by:
Steven Morando
5AC93CF83F5A422...
Steven Morando
**Director of Procurement
and General Services**

DocuSigned by:
Zachariah Woodard
ETCEEC58CC08409...
Zachariah Woodard
**Interim Director of
Federal Housing Programs**

REQUESTED ACTION:

Consideration and approval regarding Resolution 6086, authorizing the award of contracts for HVAC air duct cleaning services agency wide to Gillit's Duct Cleaning, LLC (SBE, WBE) for an annual cumulative amount not to exceed \$262,000.00; and dryer and kitchen vent cleaning services agency wide to Triple R Air Conditioning, LLC (ESBE, HABE, MBE, SBE, Section 3 Business) for an annual cumulative amount not to exceed \$80,500.00; both for a period of one year with the option to renew up to four additional one-year terms.

FINANCIAL IMPACT:

The current award recommendation is not expected to exceed an annual cumulative amount of \$262,000.00 for HVAC air duct cleaning services and \$80,500.00 for dryer and kitchen vent cleaning for a period of one year with the option to renew up to four additional one-year terms; and will be funded by the properties operating budgets or available reserves.

SUMMARY:

SAHA requires the services of vendors to provide dryer vent cleaning, kitchen exhaust duct system cleaning, and heating, air conditioning, and ventilation system (HVAC) air duct cleaning agency wide. The dryer vent cleaning and HVAC air duct cleaning will be performed on 10% of the units each year. The kitchen exhaust duct cleaning will be performed on an as needed basis, as requested by property management. Chimney sweeping was also included in this solicitation; however, we will not be awarding for this service at this time. Only one of the bidders included pricing in their bid to provide this service. SAHA will be issuing a solicitation for chimney sweeping services in the near future, which impacts 212 units within Beacon Communities portfolio.

On July 22, 2020, SAHA issued an Invitation For Bids #2007-910-04-5045 for Chimney, Vent, and Duct Cleaning Services Agency Wide that closed on August 25, 2020. The IFB was published on the SAHA website, Electronic State Business Daily (ESBD), The Hart Beat, posted on NAHRO, Public Purchase, and directly solicited to 37 vendors. A total of four bids were received in response to this solicitation: Blackmon Mooring Services, LTD dba Blackmon Mooring of

SAN ANTONIO HOUSING AUTHORITY**November 5, 2020**

Texas, LLC, Blackmon Mooring of San Antonio, LLC, Gillit's Duct Cleaning, LLC (SBE, WBE), Premier Comfort Service Company (DBE, ESBE, HABE, MBE, SBE, WBE), and Triple R Air Conditioning, LLC (ESBE, HABE, MBE, SBE, Section 3 Business). All bids were evaluated on the following criteria: purchase price, reputation of the bidder and their goods or services, quality of the goods or services, extent to which the goods or services meet SAHA's needs, total long term cost, and any relevant criteria contained within the solicitation document. Based on the above, we are recommending contract awards to Gillit's Duct Cleaning, LLC and Triple R Air Conditioning, LLC. They are the lowest cost responsive and responsible bidders.

COMPANY PROFILES:

Gillit's Duct Cleaning, LLC was established in 1962 and is headquartered in San Antonio, Texas. This company has been certified as a SBE and WBE by the South Central Texas Regional Certification Agency. They specialize in industrial, residential, and commercial duct cleaning services. They clean air conditioning systems, exhaust systems, dryer vents, and chimneys using equipment such as HEPA (high efficiency particulate air) vacuums, along with compressed air and various sized flexible brushes. To control microbials, which may be in the air ducts, Gillit's Duct Cleaning uses only EPA-registered products to eliminate mold spores and other contaminants. This vendor's client list includes, but is not limited to: CPS Energy, Tezel and Cotter, SouthWest Research Institute, and University of Texas at Arlington.

Triple R Air Conditioning, LLC was established in 1993 and is headquartered in San Antonio, Texas. This company has been certified as an ESBE, HABE, MBE, SBE by the South Central Texas Regional Certification Agency and a Section 3 Business by SAHA.

They provide services to residential and commercial businesses, as well as, governmental agencies in the State of Texas. Their services include air conditioning, air duct cleaning, air grille cleaning, dryer vent cleaning, heating, HEPA filter system, home purification system, preventative maintenance, and ultra violet lightings. Their client list includes, but is not limited to: American Electric Power, City of Carrizo Springs, Davila Construction, Geofill Construction, Powell Properties, Inc., and Texas A&M Corpus Christi.

CONTRACTORS PERFORMANCE:

Gillit's Duct Cleaning, LLC has received prior awards from SAHA for duct cleaning services and performed satisfactorily under the awards. Triple R Air Conditioning, LLC has received no prior awards from SAHA.

CONTRACT OVERSIGHT:

Contract oversight will be provided by Zachariah Woodard, Interim Director of Federal Housing Programs, who will monitor the vendors' adherence to contract requirements and performance. The Procurement Department will be responsible to ensure the vendors submit the Contractor's Section 3 Compliance report on a monthly basis, monitor compliance with the vendors' SWMBE subcontractor good faith utilization plan, provide annual contract performance evaluation survey to end users, and assist departments in the contract renewal or new solicitation process.

STRATEGIC GOAL:

Preserve and improve existing affordable housing resources and opportunities.

ATTACHMENTS:

SAN ANTONIO HOUSING AUTHORITY

November 5, 2020

Resolution 6086
Bid Tabulation
Advertisement List

**San Antonio Housing Authority
Resolution 6086**

RESOLUTION 6086, AUTHORIZING THE AWARD OF CONTRACTS FOR HVAC AIR DUCT CLEANING SERVICES AGENCY WIDE TO GILLIT'S DUCT CLEANING, LLC (SBE, WBE) FOR AN ANNUAL CUMULATIVE AMOUNT NOT TO EXCEED \$262,000.00; AND DRYER AND KITCHEN VENT CLEANING SERVICES AGENCY WIDE TO TRIPLE R AIR CONDITIONING, LLC (ESBE, HABE, MBE, SBE, SECTION 3 BUSINESS) FOR AN ANNUAL CUMULATIVE AMOUNT NOT TO EXCEED \$80,500.00; BOTH FOR A PERIOD OF ONE YEAR WITH THE OPTION TO RENEW UP TO FOUR ADDITIONAL ONE-YEAR TERMS

WHEREAS, on July 22, 2020, SAHA issued a Invitation For Bids #2007-910-04-5045 for Chimney, Vent, and Duct Cleaning Services Agency Wide that closed on August 25, 2020; and

WHEREAS, four bids were received in response to the IFB; and

WHEREAS, we are recommending contract awards to Gillit's Duct Cleaning, LLC for HVAC air duct cleaning services and Triple R Air Conditioning, LLC for dryer and kitchen vent cleaning services. They are the lowest cost responsive and responsible bidders; and

WHEREAS, the current award recommendation is not expected to exceed an annual cumulative amount of \$262,000.00 for HVAC air duct cleaning services and \$80,500.00 for dryer and kitchen vent cleaning for a period of one year with the option to renew up to four additional one year terms; and will be funded by the properties operating budgets or available reserves; and

WHEREAS, staff requests the Board of Commissioners authorize the President and CEO, or designee, to execute all documents associated with these contracts.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of SAHA hereby:

- 1) Approves Resolution 6086, authorizing the award of contracts for HVAC air duct cleaning services agency wide to Gillit's Duct Cleaning, LLC (SBE, WBE) for an annual cumulative amount not to exceed \$262,000.00; and dryer and kitchen vent cleaning services agency wide to Triple R Air Conditioning, LLC (ESBE, HABE, MBE, SBE, Section 3 Business) for an annual cumulative amount not to exceed \$80,500.00; both for a period of one year with the option to renew up to four additional one-year terms.
- 2) Authorizes the President and CEO, or designee, to execute all necessary documents associated with this contract.

Passed and approved on the 5th day of November 2020.

**Ana M. "Cha" Guzman
Chair, Board of Commissioners**

Attested and approved as to form:

**David Nisivoccia
President and CEO**

Advertisement List
Solicitation # 2007-910-04-5045
Chimney, Vent, and Duct Cleaning Services Agency Wide

Associations /Vendors	Contact Name	Email	Notes
Associations Revised as of 2/7/2019			
African American Chamber of Commerce of San Antonio	Lou Miller	blackchamber@aol.com	
Alamo Asian American Chamber of Commerce		info@alamo-aacc.org	
Alamo City Black Chamber Of Commerce	Sherry Logan	info@alamocitychamber.org	
American Council of Engineering Companies - San Antonio (ACEC-SA)	Anne Whittington	anne@acectx.org	
American Institute of Architects	Paula	paula@aiasa.org	
American Subcontractors Association	Jennifer Swinney	jennifer@asasanantonio.org	
Associated Builders and Contractors S. Texas Chapter	Steve Schultz	steve@abcsouthtexas.org	
Builders Exchange	Jeannette Olguin	jeannette@virtualbx.com	
Construct Connect		content@constructconnect.com	
CFMA		kimr@avacpa.com	
Goodwill Industries	Angelique de Oliveira	adeoliveira@goodwillsa.org	
Greater San Antonio Builders Association	Kristi Sutterfield	ksutterfield@sabuilders.com	
The San Antonio Chamber of Commerce	Dave Petersen	dpetersen@sachamber.org	
Hispanic Contractors Association de San Antonio	Clarissa Perez Dave Sanchez	exdir@hcalesa.org admin@hcalesa.org dave@hcalesa.org	
Home Depot Pro Accounts	Darren Friesenhahn	Darren_Friesenhahn@homedepot.com	
IEC	Julie Howard	jhoward@iecsanantonio.com rvasquez@iecsanantonio.com	
MCA-SMACNA		mca-smacna@mca-smacna.org	
Minority Business Council	Hector Garcia	hector@hegarciacpa.com	
National Alliance of Craftsmen Association	Victor Landa	arvelasquez01@yahoo.com	
National Association of Women in Construction (NAWIC)	Sandee Morgan	nawicerin@gmail.com nawicsatx@gmail.com	
NAWBO San Antonio	Madeline Slay	Madeline@masarchitecture.com	
Plumbing Heating Cooling Contractors Association	Heidi Timble	Heidi@phcc-sanantonio.org	
Professional Engineers in Private Practice	Diane Hoskins	bexarpepp@sbcglobal.net	
Real Estate Council of San Antonio	Martha Mangum	martham@recsanantonio.com	
SAABE	Melodie	mg.assoc.mgmt@gmail.com	
San Antonio Board of Realtors	Suzanne	Suzanne@sabor.com	

Advertisement List
Solicitation # 2007-910-04-5045
Chimney, Vent, and Duct Cleaning Services Agency Wide

SA Chapter of the Associated General Contractors	Dana Marsh	sanantonioagc@gmail.com	
San Antonio Hispanic Chamber of Commerce		mariyaf@sahcc.org	
San Antonio Masonry Contractors Association	Debbie Mason	thesamca@gmail.com	
San Antonio Women's Chamber of Commerce	Cindy Libera	admin@sawomenschamber.org	
SmartApartmentData.com		constructionadmin@smartlocating.com	
South Central Regional Certification Agency	Charles Johnson	cjohnson@sctrca.org	
South San Antonio Chamber of Commerce	Al Arreola Jr	al@southsa.org	
Southwest Minority Supplier Diversity Council	Robert Casas	smsdc@smsdc.org gabrielle@smsdc.org	
Surety Association of South Texas, Inc.	Jim Swindle	jim@alamobonds.com	
Texas Society of Professional Engineers		jennifer@tspe.org	
TIBH Industries	Robert Olivo	robertolivo@tibh.org	
UTSA Minority Business Development Agency	Orestes Hubbard Jennifer Mort Jacqueline Jackson	orestes.hubbard@utsa.edu jennifer.mort@utsa.edu Jacqueline.Jackson@utsa.edu	
UTSA Procurement Technical Assistance Center	Terri Williams	ptac@utsa.edu	
West San Antonio Chamber of Commerce	Julie Jimenez	info@westsachamber.org julie@westsachamber.org	
Women's Business Enterprise	Avery Smith	bids@wbea-texas.org	
NAHRO	Web Site	http://nahro.economicengine.com	
Public Purchase	Web Site	www.publicpurchase.com	
Texas ESBD	Web Site	https://portal.cpa.state.tx.us/	
North San Antonio Chamber of Commerce	Web Site	https://northsachamber.chambermaster.com	
Direct Solicits as of 11/15/18			
	HUBS on CMBL		
ACCU-AIRE MECHANICAL LLC	Monica Harris	ACCUAIRE000@ACCUAIREONLINE.COM	210-455-9003
Air Stream General Construction, Inc.	Alissa Flores	aflores@air-streamservices.com	210-533-3264
ALAMO XTREME AC & HEATING LLC	Jose Martinez Jr.	alamoxtreme@gmail.com	210-723-8998
CONTRACTORS CORNER, LLC	Eduardo Garcia	agarcia@concorusa.com	210-462-3110
MLP VENTURES INC.	Liborio Perez	mlp@att.net	210-623-8172
Native Energy & Technology, Inc.	JOHN MORRIS	jmorris@native-energy.com	210-231-6060
Tejas Premier Building Contractor, Inc.	Andrew Wallace	andrew@tejaspremierbc.com	210-821-5858
	Section 3 Bidders		
	None		

Advertisement List
Solicitation # 2007-910-04-5045
Chimney, Vent, and Duct Cleaning Services Agency Wide

	Direct Solicits		
AAA Homeservices, Inc.		myaaahomeservices@gmail.com	210-496-6056
AAA Air Duct Cleaning		email@aaaductcleaning.com	
AdvantaClean		service@advantaclean.com	210-987-8555
Al's Duct Cleaning		Alvarof12@yahoo.com	210-689-4217
Alamo Chimney Sweepers	Javier	Javier@onewaypc.com	210-899-5993
Alamo Steam Team Cleaning and Restoration		steve@alamosteamteam.com	210-599-9726
Aladdin Cleaning & Restoration		bob@aladdincleans.com	210-736-1821
America Air Duct Cleaning		Americaairductcleaning@gmail.com	210-777-0616
Blackmon Mooring & BMS CAT San Antonio	Justin Sparks	jsparks@bmsmanagement.com	
Clean Air		support@cleanairac.com	210-370-7333
Comfort Connect		service@comfortconnectac.com	210-380-4497
Comfortable Air	Evelyn	comfortableair18@gmail.com	210-209-8742
Extreme Air Duct Cleaning Services		saninfo@extremeairduct.com	210-998-8808
Fresh Air	Alex Nero	Alexnero109@hotmail.com	210-349-1500
Gerloff Company, Inc.		dustingerloff@gerloffinc.com	210-490-2777
Gillit's Duct Cleaning Services		gillits@gillits.com keith@gillits.com	210-736-1510
Green Air Duct Pro		support@greenairductpro.com	713-231-6996
Gillette Air Conditioning		gillette@gillette-ac.com	210-735-9235
John Wayne Service Company		advertising@jonwayne.com	(210) 702-2836
KolorKist Professional Services		scheduling@kolorkist.com shaun@kolorkist.com	210-494-5222
MD Air Conditioning and Heating	Paige	paige@mdairsa.com	210-569-0928
Nature's Own Chimney Cleaning	John Britton	Jbritton081@gmail.com	210-585-2225
Premier Comfort		sales@premiercomfortair.com	210-979-9100
Pure Air	Kimberly Robbins	Pureair0777@gmail.com	512-744-3343
San Antonio Air Duct Cleaning		bearbrock@hotmail.com	210-944-4096
San Antonio Air		sanantonio@serviceexperts.com	210-570-9705
Shafer Services Plus	Chase	chase@shaferservices.com	210-227-8358
Texas Air Duct Cleaning Svc.		texasairduct@gmail.com	210-426-8026
Texas Air Quality	Leonardo Orellana	texasairquality@gmail.com	210-467-5564
Tip Top Cleaning Restoration		Tiptopductcleaning@gmail.com	832-347-8125
United Home Services	Mike	info@unitedhomeservices.com	410-999-8448

Chimney, Vent, and Duct Cleaning Services Agency Wide 2007-910-04-5045				Gillit's Duct Cleaning, LLC	Premier Comfort Service Company *	Blackmon Mooring Services LTD dba/ Blackmon Mooring of Texas LLC, Blackmon Mooring of San Antonio LLC	Triple R Air Conditioning, LLC.
Air Duct Cleaning	Average Sq.Ft.	Est. Usage	UOM	Cost Per	Cost Per	Cost Per	Cost Per
1 Bedroom Unit	450-675	410	Ea.	\$295.00	\$380.00	\$600.00	0.75 sq.ft.
2 Bedroom Unit	500-970	256	Ea.	\$325.00	\$380.00	\$600.00	0.85 sq.ft.
3 Bedroom Unit	725-1390	126	Ea.	\$365.00	\$380.00	\$650.00	0.85 sq.ft.
4 Bedroom Unit	950-1275	21	Ea.	\$385.00	\$380.00	\$725.00	0.93 sq.ft.
5 Bedroom Unit	1175-1375	4	Ea.	\$425.00	\$380.00	\$750.00	0.93 sq.ft.
Common Rooms etc.	400	5	Ea.	\$295.00	\$380.00	\$500.00	0.96 sq.ft.
Dryer Vent Cleaning	Est. Qty.	Est. Usage	UOM				
Community Laundry Rooms Dryers	270	27	Ea.	\$85.00	\$150.00	\$50.00	\$85.00
Resident Unit Dryer Vent	1782	360	Ea.	\$75.00	\$150.00	\$50.00	\$70.00
Kitchen Vent	Est. Qty.	Est. Usage	UOM				
Property Community Kitchen	43	43	Ea.	\$290.00	\$420.00	\$325.00	\$265.00
Resident Unit Kitchen	8280	414	Ea.	\$125.00	\$300.00	\$325.00	\$85.00
Chimney Sweeping	Qty	Est. Usage	UOM	Not Awarded - Delete Item			
Burning Tree	42	42	Ea	no bid	\$150.00	no bid	no bid
Converse Ranch	1	1	Ea	no bid	\$150.00	no bid	no bid
Encanta Villa	56	56	Ea	no bid	\$150.00	no bid	no bid
Towering Oaks	104	104	Ea	no bid	\$150.00	no bid	no bid
Villa de Valencia	9	9	Ea	no bid	\$150.00	no bid	no bid
Parts & Materials							
Cost Plus or Minus (percentages)				25%	30%	20%	25% FOB & Shipping

*Premier Comfort cost is for first 10 cents - \$30.00 per additional vent. Chimney cost is per floor.

**Chimney Sweeping is not awarded with this IFB. Reason is lack of vendor response not allowing for comparables to determine lowest cost. A separate solicitation will be used to acquire this service.

***Dryer and Kitchen Vent sections are combined to determine the overall lowest vendor; Triple R Air Conditioning.

Annual Contract Cost	
Air Duct Cleaning 10% (823) of units	\$262,000.00 Gillit's Duct Cleaning, LLC
Dryer Vent Cleaning 10% (27 community and 178 units)	
Kitchen Vent Cleaning (all community and 5% of units)	\$80,500.00 Triple R Air Conditioning, LLC.
\$342,500.00	

SAN ANTONIO HOUSING AUTHORITY

November 5, 2020

BOARD OF COMMISSIONERS

RESOLUTIONS 6081, 20SP-10-22, AND 20FAC-10-23, APPROVING SAN ANTONIO HOUSING FACILITY CORPORATION AS THE CONDUIT ISSUER OF TAX EXEMPT DEBT ON BEHALF OF SUNSHINE PLAZA APARTMENTS, INCORPORATED'S PROMISSORY NOTE TO FROST BANK TO FINANCE THE IMPROVEMENTS TO THE SUNSHINE PLAZA APARTMENTS; AUTHORIZING EXECUTION OF ALL DOCUMENTATION NECESSARY TO CARRY OUT THE TRANSACTION; AND OTHER MATTERS IN CONNECTION THEREWITH

DocuSigned by:

David Nisivocchia

5609927B75274DC...

David Nisivocchia
President and CEO

DocuSigned by:

Ed Hinojosa Jr

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Ed Hinojosa
Chief Financial Officer

REQUESTED ACTION:

Consideration and approval regarding Resolutions 6081, 20SP-10-22, and 20FAC-10-23, approving San Antonio Housing Facility Corporation as the conduit issuer of tax exempt debt on behalf of Sunshine Plaza Apartments, Incorporated's Promissory Note to Frost Bank to finance the improvements to the Sunshine Plaza Apartments; authorizing execution of all documentation necessary to carry out the transaction; and other matters in connection therewith.

SAHA has received a letter of intent from Frost Bank to provide a loan amount equal to the lesser of \$4,000,000 or 75% of the appraised value of the property. The financing can be structured at either a fixed rate or variable interest rate with an option to fix the rate with an interest rate contract. Current indicative rates are 2.67% for a fixed rate loan and 2.62% with the floating-to-fixed interest rate contract. The actual rate will be set at closing for a term of ten years with a twenty-five year amortization rate. The property will serve as collateral for the loan. The loans are being underwritten as bank qualified tax exempt debt. SAHA staff also evaluated financing options through Federal Housing Administration (FHA) and Freddie Mac; however, the interest rates and transaction related costs were considerably higher than those offered under the Frost Bank proposal.

FINANCIAL IMPACT:

The property is currently unencumbered. However, the proposed refinance will provide low cost funds to finance much needed capital repairs to the property, which will preserve this asset and extend its useful life expectancy. The proposed loan terms require a conservative loan to value of 75% and a debt service coverage ratio of 1.20.

SUMMARY:

Sunshine Apartments is a 100 unit, multi-family asset built in 1979 and located at 455 E. Sunshine Road, San Antonio, Texas. The property is part of the Beacon Communities portfolio and managed by SAHA staff. The property has a long term HUD Project Based Assistance (PBA), Section 8 contract in place for 100% of the units. The property is age restricted for residents 62.5 years of age or older.

SAN ANTONIO HOUSING AUTHORITY

November 5, 2020

The property was built in 1979, and many of the building components at 41 years of age are at, or have exceeded, their estimated useful life. The five-year plan for the Beacon Communities Portfolio identified this asset as a candidate for refinancing and reinvestment in capital repairs/replacements to extend the useful life of this affordable housing asset.

SAHA'S Procurement Department has issued an RFP solicitation to secure a qualified contract to perform the following renovations to the property:

1. Replace existing window A/C and wall gas heaters, with an energy efficient split system to provide heat and A/C to each unit.
2. Install energy efficient vinyl windows and metal exterior doors.
3. Repair and repaint exterior stucco and siding.
4. Repair and paint metal railings throughout.
5. Upgrade elevator mechanicals, controls, and cabs.
6. Repair/replace damaged sidewalks and concrete in parking lots.

The estimated cost of the renovation project is \$1.9 million to \$2.2 million. No residents will be displaced during the renovation.

STRATEGIC GOAL:

Preserve and improve existing affordable housing resources and opportunities.

ATTACHMENTS:

Resolution 6081

Resolution 20SP-10-22

Resolution 20FAC-10-23

CERTIFICATE FOR RESOLUTION 6081

The undersigned officer of the San Antonio Housing Authority created pursuant to the laws of the State of Texas, hereby certifies as follows:

1. In accordance with Chapter 551, Texas Government Code, as amended (the “Open Meetings Act”), and the bylaws of the Corporation, the Board of Commissioners of the San Antonio Housing Authority (the “Board”) held a meeting on November 5, 2020, (the “Meeting”) of the duly constituted officers and members of the Board, at which a duly constituted quorum was present. Whereupon among other business transacted at the Meeting, a written

RESOLUTION 6081, APPROVING SAN ANTONIO HOUSING FACILITY CORPORATION AS THE CONDUIT ISSUER OF TAX EXEMPT DEBT ON BEHALF OF SUNSHINE PLAZA APARTMENTS, INCORPORATED’S PROMISSORY NOTE TO FROST BANK TO FINANCE THE IMPROVEMENTS TO THE SUNSHINE PLAZA APARTMENTS; AUTHORIZING EXECUTION OF ALL DOCUMENTATION NECESSARY TO CARRY OUT THE TRANSACTION; AND OTHER MATTERS IN CONNECTION THEREWITH

(the “Resolution”) was duly introduced for the consideration of the Board and discussed. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of the Resolution, prevailed and carried by a majority vote of the Board.

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the Board’s minutes of the Meeting; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting; and the Meeting was held and conducted in accordance with the Open Meetings Act and the Bylaws of the Corporation.

SIGNED AND SEALED this 5th day of November 2020.



David Nisivoccia
President and CEO

**San Antonio Housing Authority
Resolution 6081**

RESOLUTION 6081, APPROVING SAN ANTONIO HOUSING FACILITY CORPORATION AS THE CONDUIT ISSUER OF TAX EXEMPT DEBT ON BEHALF OF SUNSHINE PLAZA APARTMENTS, INCORPORATED'S PROMISSORY NOTE TO FROST BANK TO FINANCE THE IMPROVEMENTS TO THE SUNSHINE PLAZA APARTMENTS; AUTHORIZING EXECUTION OF ALL DOCUMENTATION NECESSARY TO CARRY OUT THE TRANSACTION; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Housing Authority of the City of San Antonio, Texas ("SAHA"), has, pursuant to the Texas Public Facility Corporation Act, Chapter 303, Texas Local Government Code, as amended (the "Act"), approved and created the San Antonio Housing Facility Corporation, a nonstock, nonprofit public facility corporation (the "Issuer"); and

WHEREAS, SAHA and the Issuer approved on November 5, 2020, a tax-exempt loan from Frost Bank ("Frost") to finance the rehabilitation and improvement of a 100-unit multifamily housing facility located at 455 E Sunshine Road, San Antonio, Texas, known as Sunshine Plaza Apartments (the "Project"); and

WHEREAS, the tax-exempt loan will be made pursuant to a Loan Agreement between the Sunshine Plaza Apartments, Incorporated, and Frost dated December 1, 2020, and a Promissory Note (the "Promissory Note") in the original principal amount not to exceed \$4,000,000.00 payable to Frost, which will be secured by a Deed of Trust, Security Agreement – Financing Statement, and various closing documents, such as a Replacement Reserve and Security Agreement, Arbitration and Notice of Final Agreement and a Private Placement Letter (collectively, the "Loan Documents"); and

WHEREAS, the Promissory Note may be issued in a fixed rate or variable rate format and sold to Frost upon the terms and conditions outlined in the term sheet submitted by Frost; and

WHEREAS, in the event a variable rate Promissory Note is executed, it will be swapped to a fixed rate pursuant to an ISDA Master Agreement and other associated documents entered into with Frost (the "Swap Documents"); and

WHEREAS, Frost is requiring the Board to specifically approve the Loan Documents and, if necessary, the Swap Documents and requiring the Board to hire a financial advisor regarding the Swap; and

WHEREAS, if necessary, the Board will select Hilltop Securities ("Hilltop") as its financial advisor for the Swap based upon its prior relationship with Hilltop; and

WHEREAS, the Issuer is authorized to issue the Promissory Note and SAHA has approved the issuance of the Promissory Note in accordance with the Act; and

WHEREAS, the Board of Directors of the Issuer (the "Board") hereby authorizes the issuance of the Promissory Note in an amount not to exceed \$4,000,000.00 for the purpose of

providing funds for the Project, and paying the costs of issuing the Promissory Note, all pursuant to and in accordance with the terms and conditions provided under the Loan Documents; and

WHEREAS, the Promissory Note is a special, limited obligation of the Issuer and the obligations of the Issuer shall never constitute an indebtedness, an obligation, or a loan of credit of the State of Texas, SAHA, the County of Bexar, Texas, the City of San Antonio, Texas, or any other political subdivision of the State of Texas, with the meaning of any constitutional provisions or statutory limitations; and

WHEREAS, the Issuer is authorized to issue the Promissory Note pursuant to the Act; and

WHEREAS, this Board of Commissioners has reviewed the foregoing and determined that the action herein authorized is in furtherance of the corporate purposes of the Issuer and that the terms and conditions of the Promissory Note and the above-described instruments, including without limitation the dates, interest rates, maturities, redemption terms and sales price of the Promissory Note and the manner of disbursing the proceeds thereof are advisable; and

BE IT THEREFORE RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SAN ANTONIO HOUSING AUTHORITY, THAT:

Section 1. The terms of the Loan Documents, and if applicable, the Swap Documents are hereby approved.

Section 2. The issuance of the Promissory Note, the Swap Documents, the Loan Documents are hereby authorized and approved, and the President, any Vice President, the Secretary/Treasurer, any Assistant Secretary/Treasurer or any of them, of the Issuer, are hereby authorized and directed to execute (to the extent required to be executed or acknowledged by the Issuer) and deliver (or to accept, as the case may be), the Swap Documents, Loan Documents, and any and all certificates (including tax certificates) and other instruments described therein upon the conditions therein described or necessary or desirable in connection with the issuance of the Promissory Note, all upon the terms herein approved, and the executing officer is authorized to negotiate and approve such changes in the terms of each such instrument as such officer shall deem necessary or appropriate upon the advice of counsel to the Issuer, and approval of the terms of each such instrument by such officer and this Board shall be conclusively evidenced by the execution and delivery of such documents. The Housing Authority is authorized to hire Hilltop Securities as its financial advisor regarding the Swap.

Section 3. The Promissory Note in the principal amount not to exceed \$4,000,000.00 in substantially the form and substance set forth in the Loan Documents, is hereby approved, and the President, the Vice President, the Secretary/Treasurer and each Assistant Secretary/Treasurer, or any of them, are hereby authorized and directed, for and on behalf of the Issuer, to execute the Promissory Note or have their facsimile signatures placed upon it, and the signatures of such officers are hereby authorized and directed to be affixed or placed in facsimile on the Promissory Note.

Section 4. All action not inconsistent with provisions of this Resolution heretofore taken by this Board of Commissioners and the officers of the Issuer directed toward the financing of the Project and the issuance of the Promissory Note shall be and the same hereby is ratified, approved and confirmed. The officers of this Board, or any of them, are authorized to take any and all action necessary to carry out and consummate the transactions described in or contemplated by the instruments approved hereby or otherwise to give effect to the actions authorized hereby and the intent hereof.

Section 5. After the Promissory Note are issued, this Resolution shall be and remain irrevocable until the Promissory Note or interest thereon shall have been fully paid or provisions for payment shall have been made pursuant to the Indenture.

Section 6. If any section, paragraph, clause, or provisions of this Resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 8. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 9. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 10. This Resolution shall be in force and effect from and after its passage.

Passed and approved the 5th day of November 2020.

Ana M. "Cha" Guzman
Chair, Board of Commissioners

Attested and approved as to form:

David Nisivoccia
President and CEO

CERTIFICATE FOR RESOLUTION 20SP-10-22

The undersigned officer of the Sunshine Plaza Apartments, Incorporated (the "Corporation"), a 501(c)(3) organization created pursuant to the laws of the State of Texas, hereby certifies as follows:

1. In accordance with Chapter 551, Texas Government Code, as amended (the "Open Meetings Act"), and the bylaws of the Corporation, the Board of Directors of the Corporation (the "Board") held a meeting on November 5, 2020, (the "Meeting") of the duly constituted officers and members of the Board, at which a duly constituted quorum was present. Whereupon among other business transacted at the Meeting, a written

RESOLUTION 20SP-10-22, APPROVING THE ISSUANCE OF SUNSHINE PLAZA APARTMENTS, INCORPORATED'S PROMISSORY NOTE TO FROST BANK IN AN AMOUNT NOT TO EXCEED \$4,000,000.00 TO BE SECURED BY A MORTGAGE LIEN ON SUNSHINE APARTMENTS. LOAN PROCEEDS WILL BE USED TO FINANCE IMMEDIATE AND LONG TERM CAPITAL REPAIRS AND IMPROVEMENTS AT SUNSHINE APARTMENTS; AUTHORIZING THE PRESIDENT AND CEO OR DESIGNEE TO EXECUTE ALL DOCUMENTATION NECESSARY TO CARRY OUT THE TRANSACTION; AND OTHER MATTERS IN CONNECTION THEREWITH

(the "Resolution") was duly introduced for the consideration of the Board and discussed. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of the Resolution, prevailed and carried by a majority vote of the Board.

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the Board's minutes of the Meeting; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting; and the Meeting was held and conducted in accordance with the Open Meetings Act and the Bylaws of the Corporation.

SIGNED this 5th day of November 2020.

David Nisivoccia
Secretary/Treasurer

**Sunshine Plaza Apartments, Incorporated
Resolution 20SP-10-22**

RESOLUTION 20SP-10-22, APPROVING THE ISSUANCE OF SUNSHINE PLAZA APARTMENTS, INCORPORATED'S PROMISSORY NOTE TO FROST BANK IN AN AMOUNT NOT TO EXCEED \$4,000,000.00 TO BE SECURED BY A MORTGAGE LIEN ON SUNSHINE APARTMENTS. LOAN PROCEEDS WILL BE USED TO FINANCE IMMEDIATE AND LONG TERM CAPITAL REPAIRS AND IMPROVEMENTS AT SUNSHINE APARTMENTS; AUTHORIZING THE PRESIDENT AND CEO OR DESIGNEE TO EXECUTE ALL DOCUMENTATION NECESSARY TO CARRY OUT THE TRANSACTION; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Housing Authority of the City of San Antonio, Texas ("SAHA"), has, pursuant to the Texas Public Facility Corporation Act, Chapter 303, Texas Local Government Code, as amended (the "Act"), approved and created the San Antonio Housing Facility Corporation, a nonstock, nonprofit public facility corporation (the "Issuer"); and

WHEREAS, SAHA and the Issuer approved on November 5, 2020, a tax-exempt loan from Frost Bank ("Frost") to finance the rehabilitation and improvement of a 100-unit multifamily housing facility located at 455 E Sunshine Road, San Antonio, Texas, known as Sunshine Plaza Apartments (the "Project"); and

WHEREAS, the tax-exempt loan will be made pursuant to a Loan Agreement between Sunshine Plaza Apartments, Incorporated and/or the San Antonio Housing Facility Corporation and Frost dated December 1, 2020, and a Promissory Note (the "Promissory Note") in the original principal amount not to exceed \$4,000,000.00 payable to Frost, which will be secured by a Deed of Trust, Security Agreement – Financing Statement, and various closing documents, such as a Replacement Reserve and Security Agreement, Arbitration and Notice of Final Agreement and a Private Placement Letter (collectively, the "Loan Documents"); and

WHEREAS, proceeds of the tax-exempt loan will be given to Sunshine Plaza Apartments, Incorporated (the "Corporation"), a 501(c)(3) organization created pursuant to the laws of the State of Texas, by the Issuer in accordance with the Loan Documents; and

WHEREAS, the Promissory Note may be issued in a fixed rate or variable rate format and sold to Frost upon the terms and conditions outlined in the term sheet submitted by Frost; and

WHEREAS, in the event a variable rate Promissory Note is executed, it will be swapped to a fixed rate pursuant to an ISDA Master Agreement and other associated documents entered into with Frost (the "Swap Documents"); and

WHEREAS, Frost is requiring the Board of Directors of the Corporation (the "Board") to specifically approve the Loan Documents and, if necessary, the Swap Documents and requiring the Board to hire a financial advisor regarding the Swap; and

WHEREAS, if necessary, the Board will select Hilltop Securities ("Hilltop") as its financial advisor for the Swap based upon its prior relationship with Hilltop; and

WHEREAS, the Corporation is authorized to borrow proceeds received pursuant to the Promissory Note, the Issuer is authorized to issue the Promissory Note, SAHA has approved the issuance of the Promissory Note in accordance with the Act; and

WHEREAS, the Board hereby authorizes the Corporation to borrow proceeds pursuant to the Promissory Note in an amount not to exceed \$4,000,000.00 for the purpose of providing funds for the Project, and paying the costs of issuing the Promissory Note, all pursuant to and in accordance with the terms and conditions provided under the Loan Documents; and

WHEREAS, the Promissory Note is a special, limited obligation of the Issuer and the obligations of the Issuer shall never constitute an indebtedness, an obligation, or a loan of credit of the State of Texas, SAHA, the County of Bexar, Texas, the City of San Antonio, Texas, or any other political subdivision of the State of Texas, with the meaning of any constitutional provisions or statutory limitations; and

WHEREAS, this Board of Directors has reviewed the foregoing and determined that the action herein authorized is in furtherance of the corporate purposes of the Corporation and that the terms and conditions of the Promissory Note and the above-described instruments, including without limitation the dates, interest rates, maturities, redemption terms and sales price of the Promissory Note and the manner of disbursing the proceeds thereof are advisable; and

BE IT THEREFORE RESOLVED BY THE BOARD OF DIRECTORS OF SUNSHINE PLAZA APARTMENTS, INCORPORATED, THAT:

1. The terms of the Loan Documents, and if applicable, the Swap Documents are hereby approved.
2. The issuance of the Promissory Note, the Swap Documents, the Loan Documents are hereby authorized and approved, and the President, any Vice President, the Secretary/Treasurer, any Assistant Secretary/Treasurer or any of them, of the Corporation, are hereby authorized and directed to execute (to the extent required to be executed or acknowledged by the Corporation) and deliver (or to accept, as the case may be), the Swap Documents, Loan Documents, and any and all certificates (including tax certificates) and other instruments described therein upon the conditions therein described or necessary or desirable in connection with the issuance of the Promissory Note, all upon the terms herein approved, and the executing officer is authorized to negotiate and approve such changes in the terms of each such instrument as such officer shall deem necessary or appropriate upon the advice of counsel to the Corporation, and approval of the terms of each such instrument by such officer and this Board shall be conclusively evidenced by the execution and delivery of such documents. The Corporation is authorized to hire Hilltop Securities as its financial advisor regarding the Swap.
3. The Promissory Note in the principal amount not to exceed \$4,000,000.00 in substantially the form and substance set forth in the Loan Documents, is hereby approved, and the President, the Vice President, the Secretary/Treasurer and each Assistant Secretary/Treasurer, or any of them, are hereby authorized and directed, for and on behalf of the Corporation, to execute the Promissory Note or have their

facsimile signatures placed upon it, and the signatures of such officers are hereby authorized and directed to be affixed or placed in facsimile on the Promissory Note.

4. All action not inconsistent with provisions of this Resolution heretofore taken by this Board of Directors and the officers of the Corporation directed toward the financing of the Project and the issuance of the Promissory Note shall be and the same hereby is ratified, approved and confirmed. The officers of this Board, or any of them, are authorized to take any and all action necessary to carry out and consummate the transactions described in or contemplated by the instruments approved hereby or otherwise to give effect to the actions authorized hereby and the intent hereof.
5. After the Promissory Note are issued, this Resolution shall be and remain irrevocable until the Promissory Note or interest thereon shall have been fully paid or provisions for payment shall have been made pursuant to the Indenture.
6. If any section, paragraph, clause, or provisions of this Resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.
7. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.
8. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.
9. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
10. This Resolution shall be in force and effect from and after its passage.

Passed and approved the 5th day of November 2020.

Ana M. "Cha" Guzman
Chair, Board of Directors

Attested and approved as to form:

David Nisivoccia
Secretary/Treasurer

CERTIFICATE FOR RESOLUTION 20FAC-10-23

The undersigned officer of the San Antonio Housing Facility Corporation (the "Corporation"), a Texas public facility corporation created pursuant to the laws of the State of Texas, hereby certifies as follows:

1. In accordance with Chapter 551, Texas Government Code, as amended (the "Open Meetings Act"), and the bylaws of the Corporation, the Board of Directors of the Corporation (the "Board") held a meeting on November 5, 2020, (the "Meeting") of the duly constituted officers and members of the Board, at which a duly constituted quorum was present. Whereupon among other business transacted at the Meeting, a written

RESOLUTION 20FAC-10-23, APPROVING THE ISSUANCE OF SUNSHINE PLAZA APARTMENTS, INCORPORATED'S PROMISSORY NOTE TO FROST BANK IN AN AMOUNT NOT TO EXCEED \$4,000,000.00 TO BE SECURED BY A MORTGAGE LIEN ON SUNSHINE APARTMENTS. LOAN PROCEEDS WILL BE USED TO FINANCE IMMEDIATE AND LONG TERM CAPITAL REPAIRS AND IMPROVEMENTS AT SUNSHINE APARTMENTS; AUTHORIZING THE PRESIDENT AND CEO OR DESIGNEE TO EXECUTE ALL DOCUMENTATION NECESSARY TO CARRY OUT THE TRANSACTION; AND OTHER MATTERS IN CONNECTION THEREWITH

(the "Resolution") was duly introduced for the consideration of the Board and discussed. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of the Resolution, prevailed and carried by a majority vote of the Board.

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the Board's minutes of the Meeting; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting; and the Meeting was held and conducted in accordance with the Open Meetings Act and the Bylaws of the Corporation.

SIGNED AND SEALED this 5th day of November 2020.



David Nisivoccia
Secretary/Treasurer

**San Antonio Housing Facility Corporation
Resolution 20FAC-10-23**

RESOLUTION 20FAC-10-23, APPROVING THE ISSUANCE OF SUNSHINE PLAZA APARTMENTS, INCORPORATED'S PROMISSORY NOTE TO FROST BANK IN AN AMOUNT NOT TO EXCEED \$4,000,000.00 TO BE SECURED BY A MORTGAGE LIEN ON SUNSHINE APARTMENTS. LOAN PROCEEDS WILL BE USED TO FINANCE IMMEDIATE AND LONG TERM CAPITAL REPAIRS AND IMPROVEMENTS AT SUNSHINE APARTMENTS; AUTHORIZING THE PRESIDENT AND CEO OR DESIGNEE TO EXECUTE ALL DOCUMENTATION NECESSARY TO CARRY OUT THE TRANSACTION; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Housing Authority of the City of San Antonio, Texas ("SAHA"), has, pursuant to the Texas Public Facility Corporation Act, Chapter 303, Texas Local Government Code, as amended (the "Act"), approved and created the San Antonio Housing Facility Corporation, a nonstock, nonprofit public facility corporation (the "Issuer"); and

WHEREAS, SAHA and the Issuer approved on November 5, 2020, a tax-exempt loan from Frost Bank ("Frost") to finance the rehabilitation and improvement of a 100-unit multifamily housing facility located at 455 E Sunshine Road, San Antonio, Texas, known as Sunshine Plaza Apartments (the "Project"); and

WHEREAS, the tax-exempt loan will be made pursuant to a Loan Agreement between the Sunshine Plaza Apartments, Incorporated, and Frost dated December 1, 2020, and a Promissory Note (the "Promissory Note") in the original principal amount not to exceed \$4,000,000.00 payable to Frost, which will be secured by a Deed of Trust, Security Agreement – Financing Statement, and various closing documents, such as a Replacement Reserve and Security Agreement, Arbitration and Notice of Final Agreement and a Private Placement Letter (collectively, the "Loan Documents"); and

WHEREAS, the Promissory Note may be issued in a fixed rate or variable rate format and sold to Frost upon the terms and conditions outlined in the term sheet submitted by Frost; and

WHEREAS, in the event a variable rate Promissory Note is executed, it will be swapped to a fixed rate pursuant to an ISDA Master Agreement and other associated documents entered into with Frost (the "Swap Documents"); and

WHEREAS, Frost is requiring the Board to specifically approve the Loan Documents and, if necessary, the Swap Documents and requiring the Board to hire a financial advisor regarding the Swap; and

WHEREAS, if necessary, the Board will select Hilltop Securities ("Hilltop") as its financial advisor for the Swap based upon its prior relationship with Hilltop; and

WHEREAS, the Issuer is authorized to issue the Promissory Note and SAHA has approved the issuance of the Promissory Note in accordance with the Act; and

WHEREAS, the Board of Directors of the Issuer (the "Board") hereby authorizes the issuance of the Promissory Note in an amount not to exceed \$4,000,000.00 for the purpose of

providing funds for the Project, and paying the costs of issuing the Promissory Note, all pursuant to and in accordance with the terms and conditions provided under the Loan Documents; and

WHEREAS, the Promissory Note is a special, limited obligation of the Issuer and the obligations of the Issuer shall never constitute an indebtedness, an obligation, or a loan of credit of the State of Texas, SAHA, the County of Bexar, Texas, the City of San Antonio, Texas, or any other political subdivision of the State of Texas, with the meaning of any constitutional provisions or statutory limitations; and

WHEREAS, the Issuer is authorized to issue the Promissory Note pursuant to the Act; and

WHEREAS, this Board of Directors has reviewed the foregoing and determined that the action herein authorized is in furtherance of the corporate purposes of the Issuer and that the terms and conditions of the Promissory Note and the above-described instruments, including without limitation the dates, interest rates, maturities, redemption terms and sales price of the Promissory Note and the manner of disbursing the proceeds thereof are advisable; and

BE IT THEREFORE RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN ANTONIO HOUSING FACILITY CORPORATION, THAT:

Section 1. The terms of the Loan Documents, and if applicable, the Swap Documents are hereby approved.

Section 2. The issuance of the Promissory Note, the Swap Documents, the Loan Documents are hereby authorized and approved, and the President, any Vice President, the Secretary/Treasurer, any Assistant Secretary/Treasurer or any of them, of the Issuer, are hereby authorized and directed to execute (to the extent required to be executed or acknowledged by the Issuer) and deliver (or to accept, as the case may be), the Swap Documents, Loan Documents, and any and all certificates (including tax certificates) and other instruments described therein upon the conditions therein described or necessary or desirable in connection with the issuance of the Promissory Note, all upon the terms herein approved, and the executing officer is authorized to negotiate and approve such changes in the terms of each such instrument as such officer shall deem necessary or appropriate upon the advice of counsel to the Issuer, and approval of the terms of each such instrument by such officer and this Board shall be conclusively evidenced by the execution and delivery of such documents. The Corporation is authorized to hire Hilltop Securities as its financial advisor regarding the Swap.

Section 3. The Promissory Note in the principal amount not to exceed \$4,000,000.00 in substantially the form and substance set forth in the Loan Documents, is hereby approved, and the President, the Vice President, the Secretary/Treasurer and each Assistant Secretary/Treasurer, or any of them, are hereby authorized and directed, for and on behalf of the Issuer, to execute the Promissory Note or have their facsimile signatures placed upon it, and the signatures of such officers are hereby authorized and directed to be affixed or placed in facsimile on the Promissory Note.

Section 4. All action not inconsistent with provisions of this Resolution heretofore taken by this Board of Directors and the officers of the Issuer directed toward the financing of the Project and the issuance of the Promissory Note shall be and the same hereby is ratified, approved and confirmed. The officers of this Board, or any of them, are authorized to take any and all action necessary to carry out and consummate the transactions described in or contemplated by the instruments approved hereby or otherwise to give effect to the actions authorized hereby and the intent hereof.

Section 5. After the Promissory Note are issued, this Resolution shall be and remain irrevocable until the Promissory Note or interest thereon shall have been fully paid or provisions for payment shall have been made pursuant to the Indenture.

Section 6. If any section, paragraph, clause, or provisions of this Resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 8. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 9. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 10. This Resolution shall be in force and effect from and after its passage.

Passed and approved the 5th day of November 2020.

Dr. Ana "Cha" Guzman
Chair, Board of Directors

Attested and approved as to form:

David Nisivoccia
Secretary/Treasurer

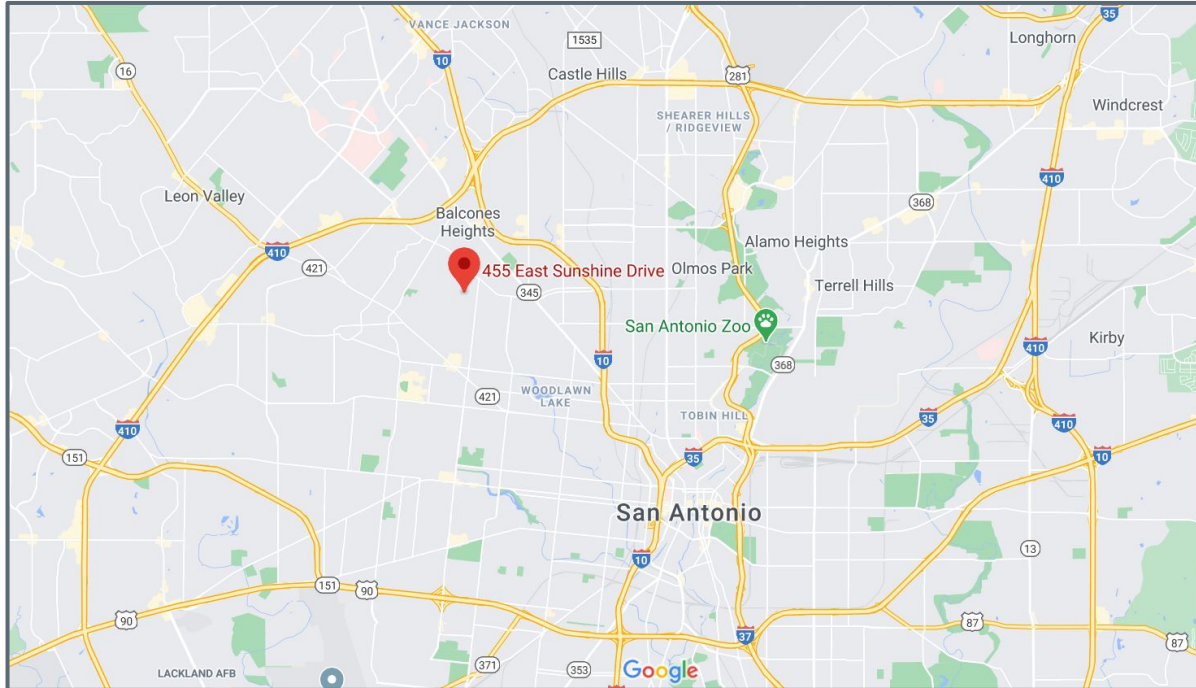


SAHA | SAN ANTONIO
HOUSING AUTHORITY
Opportunity Lives Here

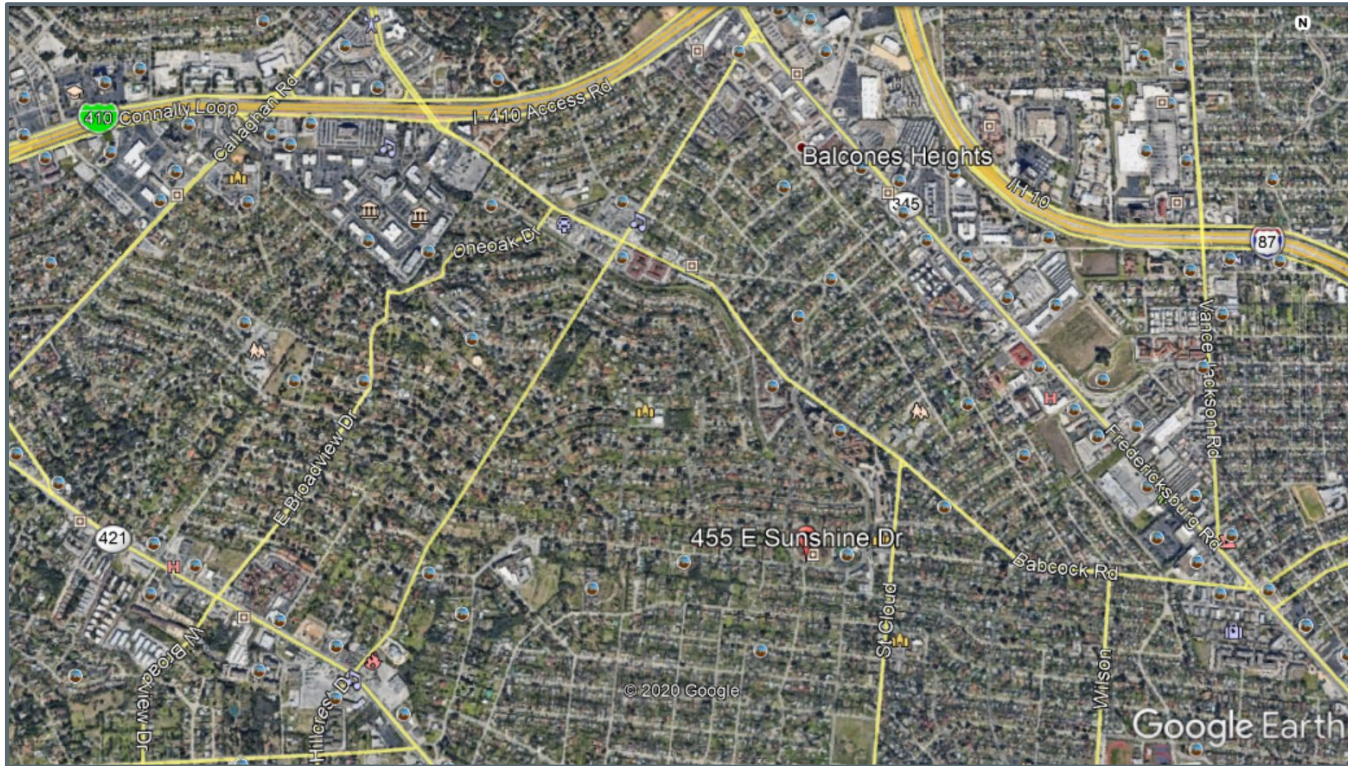
Sunshine Plaza Apartments

November 05, 2020

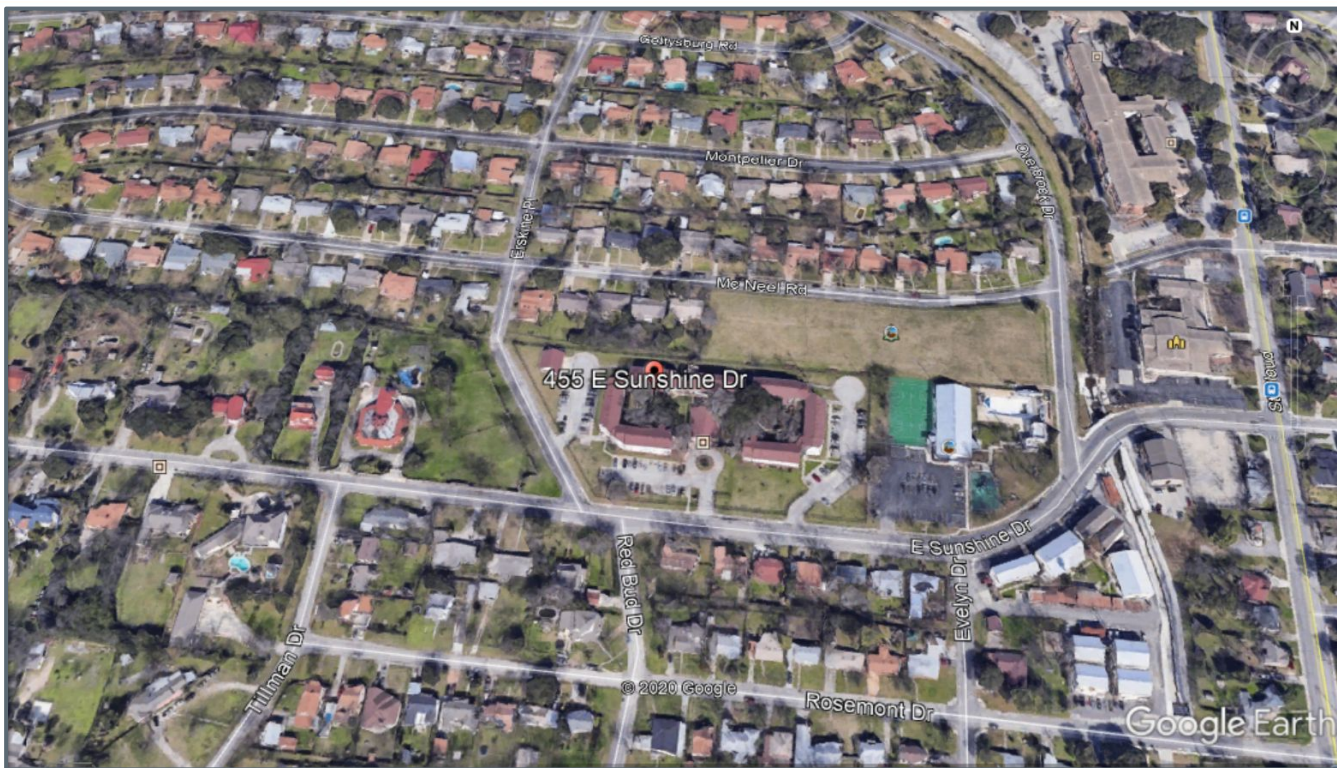
Sunshine Plaza Apts. Location to Major Highways



Sunshine Plaza Apartments - Aerial View



Sunshine Plaza Apartments - Site Location



Sunshine Plaza Apartments - Monument Sign



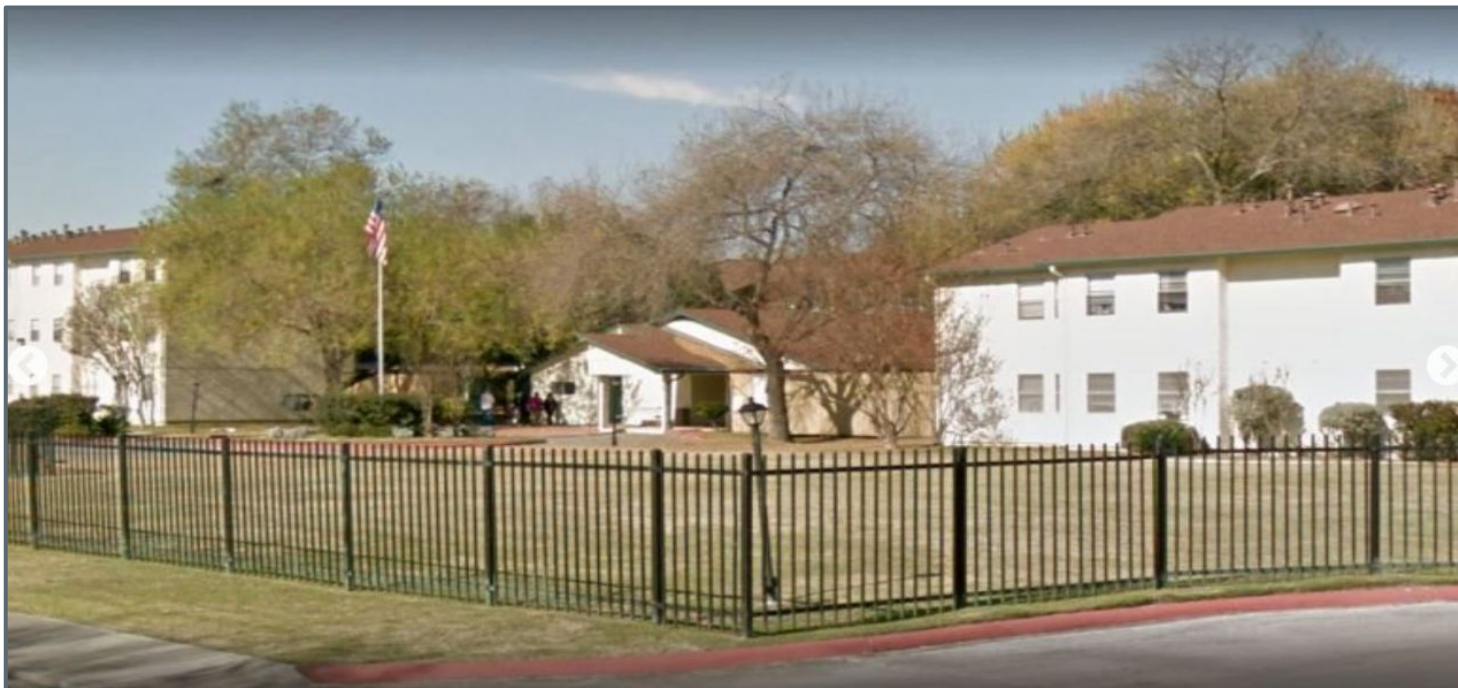
Sunshine Plaza Apartments - Building Exterior



Sunshine Plaza Apartments - Building Exterior



Sunshine Plaza Apartments - Building Courtyard



QUESTIONS?

SAN ANTONIO HOUSING AUTHORITY

November 5, 2020

BOARD OF COMMISSIONERS

RESOLUTIONS 6082, 20LVPFC-10-22, AND 20FAC-10-22 INDUCING THE ARTISAN AT SPRINGVIEW APARTMENTS TRANSACTION, INCLUDING THE EXECUTION OF ALL DOCUMENTATION NECESSARY TO OBTAIN THE FINANCING FOR SUCH TRANSACTION; AND AUTHORIZING ALL FILINGS AND AGREEMENTS WITH TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS IN CONNECTION WITH APPLICATIONS FOR LOW INCOME HOUSING TAX CREDITS; AND OTHER MATTERS IN CONNECTION THEREWITH

DocuSigned by:

David Nisivoccia

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David Nisivoccia
President and CEO

DocuSigned by:

Timothy Alcott

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Timothy E. Alcott
Chief Legal and Real Estate Officer

REQUESTED ACTION:

Consideration and approval regarding Resolutions 6082, 20LVPFC-10-22, and 20FAC-10-22, inducing the Artisan at Springview Apartments transaction, including the execution of all documentation necessary to obtain the financing for such transaction; and authorizing all filings and agreements with Texas Department of Housing and Community Affairs in connection with applications for low income housing tax credits; and other matters in connection therewith.

FINANCIAL IMPACT:

None at this time. However, by authorizing us to submit applications early, this project has a greater chance of being done, which could mean millions of dollars in additional revenue.

SUMMARY:

Today we are seeking authority to file applications relating to our proposed Artisan at Springview Apartments 4% tax credit project. As you will recall, all 4% tax credit projects must be financed in part with tax-exempt bonds. In order to issue tax-exempt bonds, the issuer must obtain a volume cap allocation from the Texas Bond Review Board. This is time sensitive and can be competitive. We will apply for a volume cap, which may not be awarded until the end of the year, if any volume cap is available. We need to submit our applications as soon as we can. We will also have to apply for the tax credits with the Texas Department of Housing and Community Development. Accordingly, we are asking you to authorize these actions so that we may get in line, but **we are not asking you to specifically approve or be bound to this project. These are non-binding Resolutions.** This will enable us to move forward, make applications for a volume cap and tax credits and begin to put the financings together to negotiate the specific terms of the deals, which we will bring back to you for approval.

The project is a 305-unit project proposed by Franklin Development to be located at 210 S Grimes and whose boundaries are Hedges Street to the south, S. Mel Waiters Way to the east, and Montana to the north. It is proposed to contain 305 units at 60% of the median income or below. The total project cost is estimated to be approximately \$57 million.

SAN ANTONIO HOUSING AUTHORITY

November 5, 2020

Las Varas Public Facility Corporation will be the proposed issuer of the bonds. The San Antonio Housing Facility Corporation will own the land and create a single member limited liability company to serve as the general partner of the tax credit partnership, which will own the project. SAHA, as owner of the land and improvements for the development of the Project, may require certain environmental and disposition approvals from HUD.

The attached Resolution authorizes Las Varas Public Facility Corporation and the San Antonio Housing Facility Corporation to approve inducement resolutions for the above project.

STRATEGIC GOAL:

Strategically expand the supply of affordable housing.

ATTACHMENTS:

- Resolution 6082
- Resolution 20LVPC-10-22
- Resolution 20FAC-10-22
- Map of Project Location

**CERTIFICATE FOR RESOLUTION 6082
ARTISAN AT SPRINGVIEW APARTMENTS**

The undersigned officer of the San Antonio Housing Authority, a Texas nonprofit corporation created pursuant to the laws of the State of Texas (“SAHA”) hereby certifies as follows:

1. In accordance with its bylaws, the Board of Directors of SAHA (the “Board”) held a meeting on November 5, 2020 (the “Meeting”) of the duly constituted officers and members of the Board, at which a duly constituted quorum was present. Whereupon among other business transacted at the Meeting, a written

RESOLUTION 6082, INDUCING THE ARTISAN AT SPRINGVIEW APARTMENTS TRANSACTION, INCLUDING THE EXECUTION OF ALL DOCUMENTATION NECESSARY TO OBTAIN THE FINANCING FOR SUCH TRANSACTION; AND AUTHORIZING ALL FILINGS AND AGREEMENTS WITH TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS IN CONNECTION WITH APPLICATIONS FOR LOW INCOME HOUSING TAX CREDITS; AND OTHER MATTERS IN CONNECTION THEREWITH

(the “Resolution”) was duly introduced for the consideration of the Board and discussed. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of the Resolution, prevailed and carried by a majority vote of the Board.

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the Board’s minutes of the Meeting; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting; and the Meeting was held and conducted in accordance with the Bylaws of SAHA.

SIGNED AND SEALED this 5th day of November 2020.



David Nisivoccia
President and CEO

**San Antonio Housing Authority
Resolution 6082**

RESOLUTION 6082, INDUCING THE ARTISAN AT SPRINGVIEW APARTMENTS TRANSACTION, INCLUDING THE EXECUTION OF ALL DOCUMENTATION NECESSARY TO OBTAIN THE FINANCING FOR SUCH TRANSACTION; AND AUTHORIZING ALL FILINGS AND AGREEMENTS WITH TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS IN CONNECTION WITH APPLICATIONS FOR LOW INCOME HOUSING TAX CREDITS; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, ARDC Springview, Ltd., a Texas limited partnership (or such other similar name as the General Partner designates, as the “Partnership”), and SAHA Artisan at Springview GP, LLC, a Texas limited liability company and its general partner (the “General Partner”), will be formed to acquire and construct an approximately 305-unit multifamily housing facility (the “Housing Facility”) to be approximately located at the northeast corner of Montana and S. Walters, San Antonio, Texas (the “Land,” together with the Housing Facility, the “Project”); and

WHEREAS, at the request of the Partnership, San Antonio Housing Facility Corporation (“SAHFC”), a Texas non-profit public facility corporation created pursuant to the Texas Public Facility Corporations Act, Chapter 303, Texas Local Government Code, by the Housing Authority of the City of San Antonio, Texas (the “Housing Authority”) has agreed to (i) serve as the sole member of the General Partner of the Partnership in connection with the financing of the Project, (ii) acquire the Land and lease it to the Partnership pursuant to a Ground Lease (the “Ground Lease”), and (iii) will serve as the general contractor for the Project (the “General Contractor”); and

WHEREAS, the Partnership has requested that the Las Varas Public Facility Corporation (the “Issuer”) issue its Multifamily Housing Revenue Bonds (Artisan at Springview Apartments) Series 2021 or 2022 (the “Bonds”) to finance the Project (the “Bond Financing”); and

WHEREAS, the Issuer will issue the Bonds in an amount not to exceed \$35,000,000.00 and loan such proceeds to the Partnership; and

WHEREAS, in connection with the Bond Financing, the Partnership, the General Partner, and/or SAHA will be required to enter into certain agreements, including but not limited to, a Loan Agreement, a Trust Indenture, a Note, a Regulatory Agreement and Declaration of Restrictive Covenants, a Leasehold Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing together with Ground Lessor Subordination and Joinder, a Servicing Agreement, and a Ground Lease (collectively, the “Note Documents”); and

WHEREAS, the Partnership, will apply for low income housing tax credits (the “LIHTCs”) from the Texas Department of Housing and Community Affairs (“TDHCA”); and

WHEREAS, in connection with the application for LIHTCs, it is anticipated that the Partnership, General Partner and/or SAHA will be required to execute, complete and deliver various applications, agreements, documents, certificates and instruments to TDHCA (the “TDHCA Documents”); and

WHEREAS, the Partnership will contribute equity to the construction of the Project, which will be contributed by a limited partner to be determined at a later date (the “Equity Financing”); and

WHEREAS, in connection with the Equity Financing, the Partnership, the General Partner, and/or SAHA will be required to enter into certain agreements, including but not limited to, an Amended and Restated Agreement of Limited Partnership, a Development Agreement, and closing certificates (collectively, the “Equity Documents”); and

WHEREAS, in order to provide additional funding for the Project, the Partnership may enter into one or more subordinate loans (“Subordinate Loans”); and

WHEREAS, in connection with the Subordinate Loans, the Partnership, the General Partner, and/or SAHA will be required to enter into certain agreements, including but not limited to, loan agreements, leasehold deeds of trust, declaration of restrictive covenant of affordability or land use restriction agreements, assignments, notes, and subordination agreements (collectively, the “Subordinate Loan Documents”); and

WHEREAS, development of the Project may require certain environmental and disposition approvals from HUD (“HUD Approvals”); and

WHEREAS, the members of the Board of Commissioners of SAHA (collectively, the “Board”) and their respective offices are as follows:

<u>Name of Commissioner/Officer</u>	<u>Position</u>
Dr. Ana “Cha” Guzman	Chair
Jessica Weaver	Vice Chair
Jo-Anne Kaplan	Commissioner
Olga Kauffman	Commissioner
Ruth Rodriguez	Commissioner
Charles Clack	Commissioner
Ignacio Perez	Commissioner
David Nisivoccia	President and CEO
Timothy E. Alcott	Chief Legal and Real Estate Officer
Ed Hinojosa	Chief Financial Officer
Muriel Rhoder	Chief Administrative Officer
Brandee Perez	Chief Operating Officer

WHEREAS, the Board has determined that it is in the public interest and to the benefit of the citizens and residents of San Antonio for the various entities to enter into the transactions described above so that the Partnership may construct the Project; and

WHEREAS, this Board has reviewed the foregoing and determined that the action herein authorized is in furtherance of the public purposes of SAHA.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of San Antonio Housing Authority:

Section 1. The Project, the various structures of financing contemplated for the Project, including but not limited to, the Bond Financing, the LIHTCs, the Equity Financing and the Subordinate Loans are hereby authorized to be applied for and negotiated, and the HUD Approvals are authorized to be applied for and proceed.

Section 2. The President, any Vice President, the Secretary, the Treasurer, any Assistant Secretary, or any of them, are hereby authorized to execute any and all applications and term sheets required for the financing and construction of the Project, including, but not limited to, the TDHCA Documents and all other documents relating to obtaining the Bond Financing, LIHTCs, Equity Financing, and the Subordinate Loans to which the Partnership, the General Partner, and/or SAHA is a party, including the HUD Approvals.

Section 3. The President, any Vice President, the Secretary, the Treasurer, and any Assistant Secretary, or any of them, and, if required by the form of the document, the Secretary and any Assistant Secretary, or any of them, of SAHA are authorized and directed to modify, execute and deliver any of the documents to be signed by or consented to by the Partnership, General Partner, SAHA, and any and all certificates and other instruments necessary to carry out the intent thereof and hereof, including, without limitation, the TDHCA Documents and all filings or other actions required by the TDHCA in connection with the LIHTCs. The President, any Vice President, the Secretary, the Treasurer, any Assistant Secretary, or any of them, are authorized to negotiate and approve such changes in, or additions to, the terms of any of the documents, including amendments, renewals, and extensions, as such officers shall deem necessary or appropriate upon the advice of counsel to SAHA, and approval of the terms of any of the documents by such officers and this Board shall be conclusively evidenced by the execution and delivery of such documents.

Section 4. It is understood by SAHA and the Partnership and Developer have represented to SAHA, that in consideration of SAHA's adoption of this Resolution, and subject to the terms and conditions hereof, that the Partnership and Developer have agreed that

(a) the Partnership and Developer will (1) pay all Project costs that are not or cannot be paid or reimbursed from the proceeds of any debt and (2) indemnify and hold harmless SAHA and the Housing Authority against all losses, costs, damages, expenses and liabilities of whatsoever nature (including, but not limited to, reasonable attorneys' fees, litigation and courts costs, amounts paid in settlement, and amounts paid to discharge judgments) directly or indirectly resulting from, arising out of or related to the Project, or the design, construction, equipping, installation, operation, use, occupancy, maintenance or ownership of the Project (other than claims arising from the gross negligence or willful misconduct of SAHA or the Housing Authority).

Section 5. This Resolution shall be deemed to constitute the acceptance of the Partnership's and Developer's proposal that it be further induced to proceed with providing the Project. **Provided that neither the Partnership nor the Developer nor any other party is entitled to rely on this Resolution as a commitment to enter into the proposed transaction, and SAHA reserves the right not to enter into the proposed transaction either with or without cause and with or without notice, and in such event SAHA shall not be subject to any liability or damages of any nature. Neither the Partnership nor the Developer nor anyone claiming by, through or under the Partnership or the Developer, nor any investment banking firm or potential**

purchaser shall have any claim against SAHA whatsoever as a result of any decision by SAHA not to enter into the proposed transaction.

Section 6. The officers of this Board, or any of them, are authorized to take any and all action necessary to carry out and consummate the transactions described in or contemplated by the documents approved hereby or otherwise to give effect to the actions authorized hereby and the intent hereof.

Section 7. The officers of this Board hereby approve the selection of Coats Rose, P.C. as counsel to the General Partner and SAHA for this transaction.

Section 8. If any section, paragraph, clause, or provisions of this Resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section 9. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 10. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 11. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 12. This Resolution shall be in force and effect from and after its passage.

Passed and approved the 5th day of November 2020.

Ana M. "Cha" Guzman
Chair, Board of Commissioners

Attested and approved as to form:

David Nisivoccia
President and CEO

**CERTIFICATE FOR RESOLUTION 20LVPFC-10-22
ARTISAN AT SPRINGVIEW APARTMENTS**

The undersigned officer of the Las Varas Public Facility Corporation (the "Issuer") hereby certifies as follows:

1. In accordance with the bylaws of the Issuer, the Board of Directors of the Issuer (the "Board") held a meeting on November 5, 2020 (the "Meeting") of the duly constituted officers and members of the Board, at which a duly constituted quorum was present. Whereupon among other business transacted at the Meeting, a written

**RESOLUTION 20LVPFC-10-22, CONCERNING THE APPLICATION OF ARDC
SPRINGVIEW, LTD. RELATING TO THE PROPOSED FINANCING OF UP TO
\$35,000,000.00 OF THE COSTS OF THE ACQUISITION, CONSTRUCTION,
AND EQUIPPING OF THE ARTISAN AT SPRINGVIEW APARTMENTS, TO BE
LOCATED AT 210 S. GRIMES ST., SAN ANTONIO, TEXAS; AND OTHER
MATTERS IN CONNECTION THEREWITH**

(the "Resolution") was duly introduced for the consideration of the Board and discussed. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of the Resolution, prevailed and carried by a majority vote of the Board.

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the Board's minutes of the Meeting; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting; and the Meeting was held and conducted in accordance with the Articles of Incorporation and the Bylaws of the Issuer.

SIGNED this 5th day of November, 2020.

David Nisivoccia
Secretary/Treasurer

**Las Varas Public Facility Corporation
Resolution 20LVPFC-10-22**

RESOLUTION 20LVPFC-10-22, CONCERNING THE APPLICATION OF ARDC SPRINGVIEW, LTD. RELATING TO THE PROPOSED FINANCING OF UP TO \$35,000,000.00 OF THE COSTS OF THE ACQUISITION, CONSTRUCTION, AND EQUIPPING OF THE ARTISAN AT SPRINGVIEW APARTMENTS, TO BE LOCATED AT 210 S. GRIMES ST., SAN ANTONIO, TEXAS; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Housing Authority of the City of San Antonio, Texas (the “Housing Authority”), has, pursuant to the Texas Public Facility Corporations Act, Chapter 303, Texas Local Government Code, as amended (the “Act”), approved and created the Las Varas Public Facility Corporation, a nonstock, nonprofit public facility corporation (the “Issuer”); and

WHEREAS, the Issuer, on behalf of the Housing Authority, is empowered to finance the costs of residential ownership and development that will provide decent, safe, and sanitary housing at affordable prices for residents of the City by the issuance of housing revenue bonds; and

WHEREAS, ARDC Springview, Ltd., a Texas limited partnership (or such other similarly named partnership as designated by the sole member of the User’s general partner, as the “User”), will file an Application (the “Application”), requesting that (i) the Issuer finance the acquisition, construction, and equipping of a proposed 305-unit multifamily housing facility to be located on the tract shown on the attached map and known as the Artisan at Springview Apartments (the “Project”); and (ii) the Issuer file a 2021 Allocation Application (defined hereafter) and/or subsequent year and/or any carryforward applications associated with such Allocation Applications to the Texas Bond Review Board as described herein; and

WHEREAS, the User has advised the Issuer that a contributing factor that would further induce the User to proceed with providing for the acquisition, construction, equipping, and improvement of the Project would be a commitment and agreement by the Board of Directors (the “Board”) of the Issuer to issue housing revenue bonds pursuant to the Act (the “Bonds”) to finance and pay any Development Costs, as defined in the Act, for the Project; and

WHEREAS, in view of rising construction costs and the necessity of compliance with administrative regulations, it is considered essential that acquisition, construction, equipping, and improvement of the Project be completed at the earliest practicable date after satisfactory preliminary assurances from the Issuer that the proceeds of the sale of the Bonds, or other obligations, of the Issuer in an amount necessary to pay the Development Costs of the Project, will be made available to finance the Project; and

WHEREAS, this Resolution shall constitute the Issuer’s commitment, subject to the terms hereof, to issue Bonds, or other obligations, pursuant to the Act in an amount prescribed by the User now contemplated not to exceed \$35,000,000.00 and to expend the proceeds thereof to pay Development Costs including costs of acquisition, rehabilitation, construction, equipping, and improvement of the Project, funding a debt service or other reserve fund for the Project, and paying expenses and costs in connection with the issuance of the Bonds, including costs of obtaining credit enhancement, if any; and

WHEREAS, the Bonds are “private activity bonds” as that term is defined in Subchapter A, Section 1372.001 of Chapter 1372, Texas Government Code, as amended, including the rules

promulgated pursuant thereto in 34 Texas Administrative Code, Sections 190.1 through 190.8 (together, the “Allocation Act”), and various provisions of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, the Code requires that the applicable elected official of the City approve the issuance of the Bonds after a public hearing for which reasonable public notice shall have been given; and

WHEREAS, the Issuer is authorized by the provisions of the Act to issue the Bonds; and

WHEREAS, in order to issue the Bonds in the manner contemplated, the Issuer must seek an allocation of the State of Texas volume cap pertaining to private activity bonds in order to satisfy the provisions of the Code; and

WHEREAS, in order to satisfy, in part, the provisions of the Allocation Act, the Issuer must submit an “Application for Allocation of Private Activity Bonds” or a “Application for Carryforward for Private Activity Bonds” (the “Allocation Application”) to the Texas Bond Review Board and adopt this Resolution authorizing the filing or refiling of the Allocation Application; and

WHEREAS, the Allocation Application and the Allocation Act require that the Issuer certify that the Bonds are not being issued for the same stated purpose for which the Issuer has received sufficient carryforward during a prior year or for which there exists unexpended proceeds from a prior issue or issues of bonds issued by the Issuer; and

WHEREAS, the User intends to make capital expenditures in connection with the acquisition, construction, equipping, and improvement of the Project (the “Expenditures”) and expects to reimburse the Expenditures with proceeds of the Bonds; and

WHEREAS, in order to allocate under Treasury Regulation §1.150-2 (the “Regulation”) proceeds of the Bonds to the Expenditures, the Issuer must declare its reasonable expectation to reimburse the Expenditures; and

WHEREAS, the User has requested authorization to make all filings necessary to obtain and maintain debt financing and tax credits on the Project; and

WHEREAS, the Board has determined that it is in the public interest and to the benefit of the citizens and residents of San Antonio for the various entities to enter into the transactions described above so that the User may construct the Project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Las Varas Public Facility Corporation hereby:

Section 1. Subject to the terms hereof, the Issuer agrees that it will

(a) subject to the negotiation of mutually acceptable agreements, issue the Bonds, in an amount not to exceed \$35,000,000.00;

(b) cooperate with the User with respect to the issuance of the Bonds, and, if arrangements therefore satisfactory to the User and the Issuer can be made, take such action and authorize the execution of such documents and take such further action as may be necessary or advisable for the authorization, execution, and delivery of any contracts or agreements deemed necessary and desirable by the User or the Issuer in connection with the

issuance of the Bonds (collectively, the “Contracts”), providing among other things for payment of the principal of, interest on, redemption premiums on, and paying agents’ and trustee’s fees and charges, if any, on the Bonds; payment of fees, charges, and expenses of the Issuer and the Housing Authority (including legal and financial advisory expenses); acquisition, construction, rehabilitation, equipping, and improvement of the Project; and use, operation, and maintenance of the Project (and the execution of any necessary guaranty agreements), all as shall be authorized, required, or permitted by law and as shall be satisfactory to the Issuer, the Housing Authority, and the User;

(c) if the proceeds from the sale of the Bonds are insufficient to complete the acquisition, construction, rehabilitation, equipping, and improvement of the Project, take such actions and execute such documents as may be necessary to permit the issuance from time to time in the future of additional bonds on terms which shall be set forth therein, whether on a parity with other series of bonds or otherwise, for the purpose of paying the costs of completing the acquisition, construction, equipping, and improvement of the Project, as requested by the User and within then applicable limitations; and

(d) take or cause to be taken such other actions as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

The Bonds shall specifically provide that neither the State of Texas (the “State”), the Housing Authority, nor any political issuer, subdivision, or agency of the State shall be obligated to pay the same or the interest thereon and that neither the faith and credit nor the taxing power of the State, the Housing Authority, or any political issuer, subdivision, or agency thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds.

Section 2. It is understood by the Issuer, and the User has represented to the Issuer, that in consideration of the Issuer’s adoption of this Resolution and by filing the Application, and subject to the terms and conditions hereof, the User has agreed that

(a) prior to or contemporaneously with the sale of the Bonds in one or more series or issues from time to time as the Issuer and the User shall hereafter agree to in writing, the User will enter into the Contracts with the Issuer under the terms of which the User will obligate itself, on a nonrecourse basis, to pay to the Issuer (or to a trustee, as the case may be) sums sufficient in the aggregate to pay the principal of, interest on, redemption premiums on, paying agents’ and trustee’s fees and charges, if any, on the Bonds, as and when the same become due and payable, with such Contracts to contain the provisions described in Section 1 hereof and such other provisions as may be required or permitted by law and to be mutually acceptable to the Issuer and the User;

(b) the User will (1) pay all Project costs which are not or cannot be paid or reimbursed from the proceeds of the Bonds and (2) at all times from and after the issuance of the Bonds, indemnify and hold harmless the Issuer and the Housing Authority against all losses, costs, damages, expenses, and liabilities of whatsoever nature (including but not limited to reasonable attorneys’ fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments) directly or indirectly resulting from, arising out of or related to the issuance, offering, sale, or delivery of the Bonds, or the design, construction, equipping, installation, operation, use, occupancy, maintenance, or ownership of the Project (other than claims arising from the gross negligence or willful misconduct of the Issuer or the Housing Authority) and prior to or contemporaneously with the sale of the Bonds will agree to provide indemnification on terms satisfactory to the Issuer; and

(c) no Bonds will be issued without the approval of the Housing Authority.

Section 3. The User is hereby authorized to make all filings necessary to obtain and maintain tax credits on the Project.

Section 4. Except as expressly extended by the Issuer, it is understood by the Issuer and the User that all commitments of the Issuer with respect to the Project and the Bonds are subject to the condition that the Bonds shall have been issued no later than two years from the date of this Resolution.

Section 5. It is recognized and agreed by the Issuer that the User may exercise its rights and perform its obligations with respect to the financing of the Project either through (i) itself in its own name; (ii) any "related person" as defined in section 144(a)(3) of the Code; (iii) any legal successor thereto; (iv) an entity in which any of the above is a general partner or sole member; or (v) or any entity approved by the Issuer, provided that suitable guaranties necessary or convenient for the marketability of the Bonds shall be furnished, if required by the Issuer, and all references herein to the User shall be deemed to include the User acting directly through itself or any such approved entities.

Section 6. This Resolution shall be deemed to constitute the acceptance of the User's proposal that it be further induced to proceed with providing the Project. The Allocation Application and this Resolution shall constitute an agreement between the Issuer and the User effective on the date that this Resolution is adopted. This Resolution is affirmative official action taken by the Issuer towards the issuance of the Bonds in order to comply with the requirements of the Code. **Neither the User nor any other party is entitled to rely on this Resolution as a commitment to issue bonds or loan funds, and the Issuer reserves the right not to issue the Bonds either with or without cause and with or without notice, and in such event the Issuer shall not be subject to any liability or damages of any nature. Neither the User nor anyone claiming by, through or under the User, nor any investment banking firm or potential purchaser of the Bonds shall have any claim against the Issuer whatsoever as a result of any decision by the Issuer not to issue the Bonds.**

Section 7. The Issuer hereby adopts this Resolution in order to satisfy the requirements of the Allocation Act pertaining to the issuance of the Bonds and authorizes any officer or designee of the Issuer to prepare and file a 2021 and/or 2022 Allocation Application and/or any carryforward applications associated with such Allocation Application, together with all required attachments (including obtaining the Issuer's Certificate of Good Standing from the Comptroller of Public Accounts for the State of Texas) in the form required by the Texas Bond Review Board.

Section 8. The Issuer respectfully requests that the Allocation Application be accepted and approved by the Texas Bond Review Board.

Section 9. Any officer of the Issuer (or his designee) is hereby authorized to execute the Allocation Application, to pay (or cause the User to pay) the Application Fee of \$5,000 for each Allocation Application (submitted to the Issuer by the User) to the Texas Bond Review Board and to submit any additional information or to make any necessary corrections or revisions requested by the Texas Bond Review Board in order to satisfy the requirements of the Allocation Act in connection with the Allocation Application.

Section 10. The Board certifies that the Bonds are not being issued for the same stated purpose for which the Issuer has received sufficient carryforward during a prior year or for which there exists unexpended proceeds from a prior issue or issues of bonds issued by the Issuer.

Section 11. In connection with the issuance of the Bonds, the Board hereby authorizes its bond counsel to arrange for the publication of a notice of public hearing in the City of San Antonio, Texas regarding the Bonds for the purpose of complying with section 147(f) of the Code. The form of notice of such hearing and the date, place, and manner of its publication shall be acceptable to the Corporation's bond counsel. The hearing shall be held by the Corporation's bond counsel.

Section 12. Based upon representations from the User, the Issuer reasonably expects to reimburse the Expenditures with proceeds of the Bonds in a principal amount that will not exceed \$35,000,000. This Resolution shall constitute a declaration of official intent under the Treasury Regulation Section 1.150-2.

Section 13. The Board authorizes the President, Vice President, Secretary, Treasurer or any Assistant Secretary of the Board to execute any documents or certificates necessary to seek the approval of the Bonds by the Texas Attorney General.

Section 14. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 15. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 16. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Resolution would have been enacted without such invalid provision.

Section 17. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 18. This Resolution shall be in force and effect from and after its passage.

Passed and approved the 5th day of November 2020.

Dr. Ana "Cha" Guzman
Chair, Board of Directors

Attested and approved as to form:

David Nisivoccia
Secretary/Treasurer

**CERTIFICATE FOR RESOLUTION 20FAC-10-22
ARTISAN AT SPRINGVIEW APARTMENTS**

The undersigned officer of the San Antonio Housing Facility Corporation, a Texas nonprofit corporation created pursuant to the laws of the State of Texas (“SAHFC”) hereby certifies as follows:

1. In accordance with its bylaws, the Board of Directors of SAHFC (the “Board”) held a meeting on November 5, 2020 (the “Meeting”) of the duly constituted officers and members of the Board, at which a duly constituted quorum was present. Whereupon among other business transacted at the Meeting, a written

RESOLUTION 20FAC-10-22, INDUCING THE ARTISAN AT SPRINGVIEW APARTMENTS TRANSACTION, INCLUDING THE EXECUTION OF ALL DOCUMENTATION NECESSARY TO OBTAIN THE FINANCING FOR SUCH TRANSACTION; AND AUTHORIZING ALL FILINGS AND AGREEMENTS WITH TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS IN CONNECTION WITH APPLICATIONS FOR LOW INCOME HOUSING TAX CREDITS; AND OTHER MATTERS IN CONNECTION THEREWITH

(the “Resolution”) was duly introduced for the consideration of the Board and discussed. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of the Resolution, prevailed and carried by a majority vote of the Board.

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the Board’s minutes of the Meeting; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting; and the Meeting was held and conducted in accordance with the Bylaws of SAHFC.

SIGNED AND SEALED this 5th day of November 2020.



David Nisivoccia
Secretary/Treasurer

**San Antonio Housing Facility Corporation
Resolution 20FAC-10-22**

RESOLUTION 20FAC-10-22 INDUCING THE ARTISAN AT SPRINGVIEW APARTMENTS TRANSACTION, INCLUDING THE EXECUTION OF ALL DOCUMENTATION NECESSARY TO OBTAIN THE FINANCING FOR SUCH TRANSACTION; AND AUTHORIZING ALL FILINGS AND AGREEMENTS WITH TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS IN CONNECTION WITH APPLICATIONS FOR LOW INCOME HOUSING TAX CREDITS; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, ARDC Springview, Ltd., a Texas limited partnership (or such other similar name as the General Partner designates, as the “Partnership”), and SAHA Artisan at Springview GP, LLC, a Texas limited liability company and its general partner (the “General Partner”), will be formed to acquire and construct an approximately 305-unit multifamily housing facility (the “Housing Facility”) to be approximately located at the northeast corner of Montana and S. Walters, San Antonio, Texas (the “Land,” together with the Housing Facility, the “Project”); and

WHEREAS, at the request of the Partnership, San Antonio Housing Facility Corporation (“SAHFC”), a Texas non-profit public facility corporation created pursuant to the Texas Public Facility Corporations Act, Chapter 303, Texas Local Government Code, by the Housing Authority of the City of San Antonio, Texas (the “Housing Authority”) has agreed to (i) serve as the sole member of the General Partner of the Partnership in connection with the financing of the Project, (ii) acquire the Land and lease it to the Partnership pursuant to a Ground Lease (the “Ground Lease”), and (iii) will serve as the general contractor for the Project (the “General Contractor”); and

WHEREAS, the Partnership has requested that the Las Varas Public Facility Corporation (the “Issuer”) issue its Multifamily Housing Revenue Bonds (Artisan at Springview Apartments) Series 2020 or 2021 (the “Bonds”) to finance the Project (the “Bond Financing”); and

WHEREAS, the Issuer will issue the Bonds in an amount not to exceed \$35,000,000.00 and loan such proceeds to the Partnership; and

WHEREAS, in connection with the Bond Financing, the Partnership, the General Partner, and/or SAHFC will be required to enter into certain agreements, including, but not limited to, a Loan Agreement, a Trust Indenture, a Note, a Regulatory Agreement and Declaration of Restrictive Covenants, a Leasehold Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing together with Ground Lessor Subordination and Joinder, a Servicing Agreement, and a Ground Lease (collectively, the “Note Documents”); and

WHEREAS, the Partnership, will apply for low income housing tax credits (the “LIHTCs”) from the Texas Department of Housing and Community Affairs (“TDHCA”); and

WHEREAS, in connection with the application for LIHTCs, it is anticipated that the Partnership, General Partner and/or SAHFC will be required to execute, complete and deliver various applications, agreements, documents, certificates and instruments to TDHCA (the “TDHCA Documents”); and

WHEREAS, the Partnership will contribute equity to the construction of the Project, which will be contributed by a limited partner to be determined at a later date (the “Equity Financing”); and

WHEREAS, in connection with the Equity Financing, the Partnership, the General Partner, and/or SAHFC will be required to enter into certain agreements, including but not limited to an Amended and Restated Agreement of Limited Partnership, a Development Agreement, and closing certificates (collectively, the “Equity Documents”); and

WHEREAS, in order to provide additional funding for the Project, the Partnership may enter into one or more subordinate loans (“Subordinate Loans”); and

WHEREAS, in connection with the Subordinate Loans, the Partnership, the General Partner, and/or SAHFC will be required to enter into certain agreements, including, but not limited to, loan agreements, leasehold deeds of trust, declaration of restrictive covenant of affordability or land use restriction agreements, assignments, notes, and subordination agreements (collectively, the “Subordinate Loan Documents”); and

WHEREAS, the members of the Board of Directors of SAHFC (collectively, the “Board”) and their respective offices are as follows:

<u>Name of Director/Officer</u>	<u>Position</u>
Dr. Ana “Cha” Guzman	Chair and Director
Jessica Weaver	Vice Chair and Director
Jo-Anne Kaplan	Director
Olga Kauffman	Director
Ruth Rodriguez	Director
Charles Clack	Director
Ignacio Perez	Director
David Nisivoccia	Secretary/Treasurer
Timothy E. Alcott	Assistant Secretary/Treasurer
Ed Hinojosa	Assistant Secretary/Treasurer
Muriel Rhoder	Assistant Secretary/Treasurer
Brandee Perez	Assistant Secretary/Treasurer

WHEREAS, the Board has determined that it is in the public interest and to the benefit of the citizens and residents of San Antonio for the various entities to enter into the transactions described above so that the Partnership may construct the Project; and

WHEREAS, this Board has reviewed the foregoing and determined that the action herein authorized is in furtherance of the public purposes of SAHFC.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the San Antonio Housing Facility Corporation hereby:

Section 1. The Project, the various structures of financing contemplated for the Project, including but not limited to the Bond Financing, the LIHTCs, the Equity Financing and the Subordinate Loans are hereby authorized to be applied for and negotiated.

Section 2. The President, any Vice President, the Secretary, the Treasurer, any Assistant Secretary, or any of them, are hereby authorized to execute any and all applications and term sheets required for the financing and construction of the Project, including, but not limited to, the TDHCA Documents and all other documents relating to obtaining the Bond Financing, LIHTCs, Equity Financing, and the Subordinate Loans to which the Partnership, the General Partner, and/or SAHFC is a party.

Section 3. The President, any Vice President, the Secretary, the Treasurer, and any Assistant Secretary, or any of them, and, if required by the form of the document, the Secretary and any Assistant Secretary, or any of them, of SAHFC are authorized and directed to modify, execute and deliver any of the documents to be signed by or consented to by the Partnership, General Partner, SAHFC, and any and all certificates and other instruments necessary to carry out the intent thereof and hereof, including, without limitation, the TDHCA Documents and all filings or other actions required by the TDHCA in connection with the LIHTCs. The President, any Vice President, the Secretary, the Treasurer, any Assistant Secretary, or any of them, are authorized to negotiate and approve such changes in, or additions to, the terms of any of the documents, including amendments, renewals, and extensions, as such officers shall deem necessary or appropriate upon the advice of counsel to SAHFC, and approval of the terms of any of the documents by such officers and this Board shall be conclusively evidenced by the execution and delivery of such documents.

Section 4. It is understood by SAHFC and the Partnership and Developer have represented to SAHFC, that in consideration of SAHFC's adoption of this Resolution, and subject to the terms and conditions hereof, that the Partnership and Developer have agreed that

(a) the Partnership and Developer will (1) pay all Project costs that are not or cannot be paid or reimbursed from the proceeds of any debt and (2) indemnify and hold harmless SAHFC and the Housing Authority against all losses, costs, damages, expenses and liabilities of whatsoever nature (including but not limited to reasonable attorneys' fees, litigation and courts costs, amounts paid in settlement, and amounts paid to discharge judgments) directly or indirectly resulting from, arising out of or related to the Project, or the design, construction, equipping, installation, operation, use, occupancy, maintenance or ownership of the Project (other than claims arising from the gross negligence or willful misconduct of SAHFC or the Housing Authority).

Section 5. This Resolution shall be deemed to constitute the acceptance of the Partnership's and Developer's proposal that it be further induced to proceed with providing the Project. **Provided that neither the Partnership nor the Developer nor any other party is entitled to rely on this Resolution as a commitment to enter into the proposed transaction, and SAHFC reserves the right not to enter into the proposed transaction either with or without cause and with or without notice, and in such event SAHFC shall not be subject to any liability or damages of any nature. Neither the Partnership nor the Developer nor anyone claiming by, through or under the Partnership or the Developer, nor any investment banking firm or potential purchaser shall have any claim against SAHFC whatsoever as a result of any decision by SAHFC not to enter into the proposed transaction.**

Section 6. The officers of this Board, or any of them, are authorized to take any and all action necessary to carry out and consummate the transactions described in or contemplated by the documents approved hereby or otherwise to give effect to the actions authorized hereby and the intent hereof.

Section 7. The officers of this Board hereby approve the selection of Coats Rose, P.C. as counsel to the General Partner and SAHFC for this transaction.

Section 8. If any section, paragraph, clause, or provisions of this Resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section 9. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 10. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 11. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

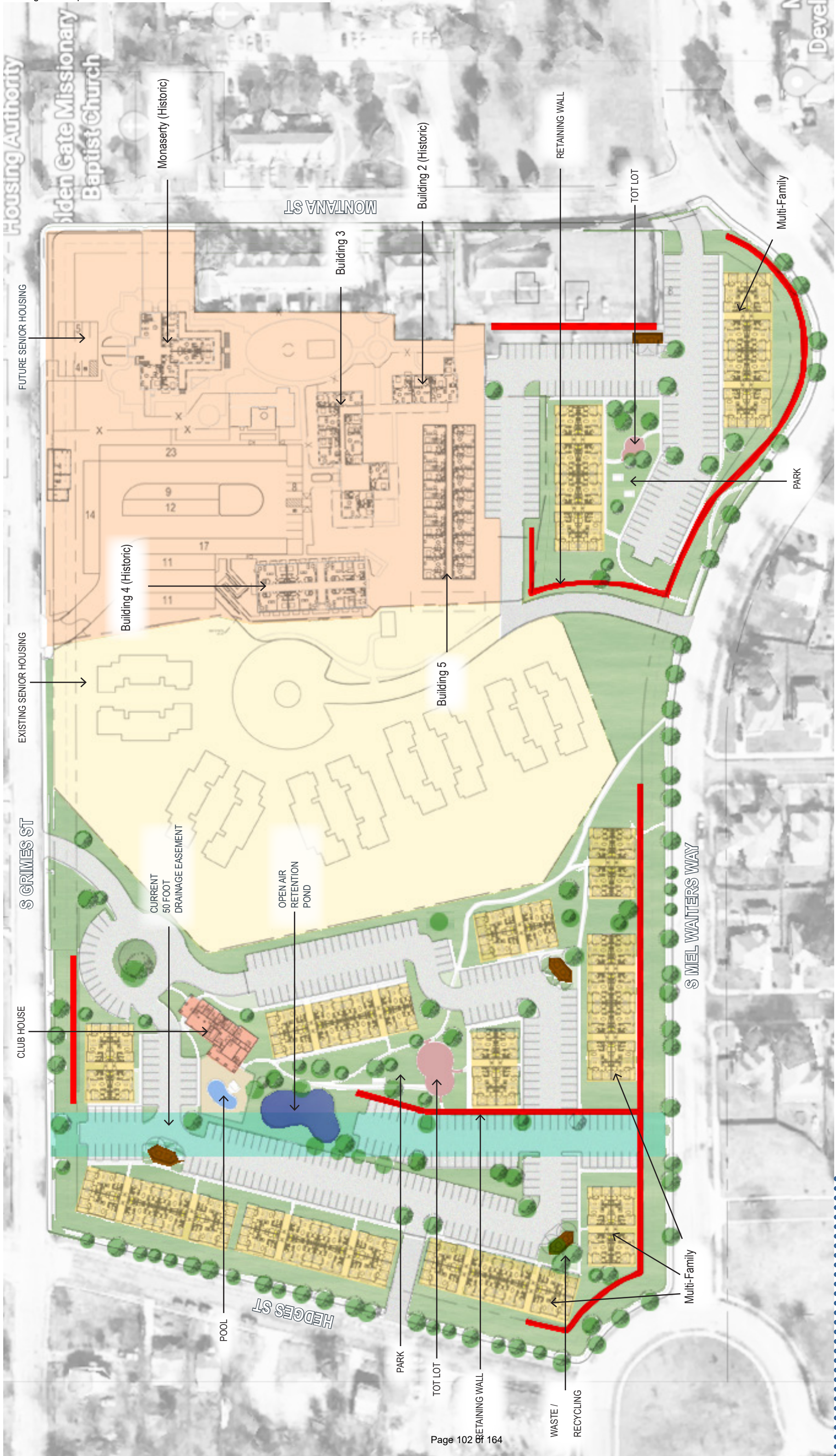
Section 12. This Resolution shall be in force and effect from and after its passage.

Passed and approved the 5th day of November 2020.

Ana M. "Cha" Guzman
Chair, Board of Directors

Attested and approved as to form:


David Nisivoccia
Secretary/Treasurer



SAN ANTONIO HOUSING AUTHORITY

November 5, 2020

BOARD OF COMMISSIONERS**RESOLUTIONS 6083 AND 20FIN-10-22, AUTHORIZING THE SAN ANTONIO HOUSING FINANCE CORPORATION TO DEFEASE THE BONDS IT ISSUED TO FINANCE THE ARTISAN ON THE BLUFFS APARTMENTS PROJECT IN CONNECTION WITH THE REFINANCING OF THE PROJECT**

DocuSigned by:

5609927D75274DC...
David Nisivoccia
 President and CEO

DocuSigned by:

D75AC7309C8B466...
Timothy E. Alcott
 Chief Legal and Real Estate Officer

REQUESTED ACTION:

Consideration and approval regarding Resolutions 6083 and 20FIN-10-22, authorizing the San Antonio Housing Finance Corporation to defease the bonds it issued to finance the Artisan on the Bluffs Apartments project in connection with the refinancing of the project.

FINANCIAL IMPACT:

None.

SUMMARY:

In 2004, the San Antonio Housing Finance Corporation issued its Multifamily Housing Revenue Bonds (Artisan on the Bluff Apartments Project) Series 2004 in the original aggregate principal amount of \$13,600,000.00 (Bonds). This was merely a bond issuance and you are not a partner in the Project. The Bonds finance the Project, which is a tax credit multifamily housing development of 250 units, located at 6425 De Zavala Road. The developer is Franklin Development.

The bonds were variable rate bonds with a current variable interest rate of approximately 2.35%. However, this rate will increase as interest rates increase. Franklin has decided to take advantage of the current low interest rates and refinance the project at a fixed rate through HUD, which is currently expected to be approximately 2.35%. It is expected that this will enable them to rehabilitate the Project, buy out the limited partner in the Project, and pay off their HOME loan. The Bonds will be paid off as a result of the refinancing. All affordability restrictions will remain in place. The project is currently set aside for families earning less than 60% of median income, since it was financed before income averaging.

You are being requested to approve the documents necessary to pay off the Bonds and subordinate the Bond Regulatory Agreement to the new HUD financing. This is required for all HUD financings. You will not have an ongoing role in the project once the Bonds are paid off. The new debt will strictly be an obligation of the tax credit partnership and not an obligation of any SAHA affiliate.

STRATEGIC GOAL:

Transform core operations to be a high performing and financially strong organization.

SAN ANTONIO HOUSING AUTHORITY

November 5, 2020

ATTACHMENTS:

Resolution 6083

Resolution 20FIN-10-22

HUD Amendment to Restrictive Covenants

Escrow Deposit Agreement

Site map

**San Antonio Housing Authority
Resolution 6083**

RESOLUTION 6083, AUTHORIZING THE SAN ANTONIO HOUSING FINANCE CORPORATION TO DEFEASE THE BONDS IT ISSUED TO FINANCE THE ARTISAN ON THE BLUFFS APARTMENTS PROJECT IN CONNECTION WITH THE REFINANCING OF THE PROJECT

WHEREAS, one of the San Antonio Housing Authority's strategic goals is to expand the supply of affordable housing; and

WHEREAS, in furtherance of that goal, the Board of Commissioners of SAHA authorized the Artisan on the Bluffs Apartments Project (Project), including the execution of all documentation necessary to carry out the Project; and

WHEREAS, in connection with the financing for the Project, the San Antonio Housing Finance Corporation (Issuer) issued its Multifamily Housing Revenue Bonds (Artisan on the Bluffs Apartments Project) Series 2004 (Bonds), under that certain Trust Indenture, dated as of December 1, 2004 (Indenture), between the Issuer and Wells Fargo Bank, National Association (Trustee), and loaned the proceeds of the Bonds (Loan) to ARDC Babcock, Ltd. (Borrower) to assist in financing the costs of acquisition, construction and equipping of the Project; and

WHEREAS, in connection with its issuance of the Bonds, the Issuer required the execution and delivery of that certain Regulatory Agreement and Declaration of Restrictive Covenants in favor of the Issuer, recorded in the Real Property Records of Bexar County, Texas under County Clerk File Volume 11141, Page 1637 (Regulatory Agreement), which contains certain restrictions against the Project; and

WHEREAS, the Borrower desires to prepay the Loan and to defease and provide for the redemption of the Bonds (Redemption); and

WHEREAS, the Redemption will be accomplished by a deposit with the Trustee, as escrow agent, of the proceeds of a loan (New Loan) from Jones Lang LaSalle Multifamily, LLC, the proceeds of which will be used to purchase certain Government Securities (as defined in the Indenture), which, together with the investment income thereon and certain uninvested cash, will be sufficient to pay the principal and interest requirements on the Bonds when due and to redeem the Bonds, as provided in that certain Escrow Deposit Agreement proposed to be executed by and among the Borrower, the Trustee and the Issuer (Escrow Agreement); and

WHEREAS, the New Loan will be insured by the United States Department of Housing and Urban Development (HUD); and

WHEREAS, HUD requires as a condition of insuring the New Loan that the lien and covenants of the Regulatory Agreement be subordinated to the lien, covenants and enforcement of the New Loan's loan documents, pursuant to that certain HUD Amendment to Restrictive Covenants proposed to be executed by and between the Borrower and the Issuer (Subordination Agreement and, together with the Escrow Agreement, the Operative Documents); and

WHEREAS, it is proposed that the Issuer approve the Redemption and execute the Operative Documents; and

WHEREAS, the Issuer will pass resolutions authorizing the actions needed to further carry out the Redemption, including the execution of the Operative Documents.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of SAHA hereby:

- 1) Approves Resolution 6083, authorizing the San Antonio Housing Finance Corporation to defease the bonds it issued to finance the Artisan on the Bluffs Apartments Project in connection with the refinancing of the project.
- 2) Approves Resolution 20FIN-10-22 of the Issuer approving the Redemption and authorizing the actions necessary therefore and the negotiation of the terms of the Operative Documents.
- 3) Authorizes the President and CEO, or designee, to execute all necessary documents associated therewith, including the Operative Documents.

Passed and approved the 5th day of November 2020.

Ana M. "Cha" Guzman
Chair, Board of Commissioners

Attested and approved as to form:

David Nisivoccia
President and CEO

**CERTIFICATE FOR RESOLUTION 20FIN-10-22
ARTISAN ON THE BLUFFS APARTMENTS**

The undersigned officer of the San Antonio Housing Finance Corporation (SAHFC) hereby certifies as follows:

1. In accordance with its bylaws, the Board of Commissioners of SAHFC (Board) held a meeting on November 5, 2020, (Meeting) of the duly constituted officers and members of the Board, at which a duly constituted quorum was present. Whereupon among other business transacted at the Meeting, a written

**RESOLUTION 20FIN-10-22, AUTHORIZING THE DEFEASANCE OF THE
MULTIFAMILY HOUSING REVENUE BONDS (ARTISAN ON THE BLUFFS
APARTMENTS PROJECT) SERIES 2004 AND ACTIONS IN CONNECTION
THEREWITH**

the Resolution was duly introduced for the consideration of the Board and discussed. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of the Resolution, prevailed and carried by a majority vote of the Board.

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the Board's minutes of the Meeting; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting; and the Meeting was held and conducted in accordance with the Bylaws of SAHFC.

SIGNED this 5th day of November 2020.

David Nisivoccia
Secretary/Treasurer

**San Antonio Housing Finance Corporation
Resolution 20FIN-10-22**

RESOLUTION 20FIN-10-22 AUTHORIZING THE DEFEASANCE OF THE MULTIFAMILY HOUSING REVENUE BONDS (ARTISAN ON THE BLUFFS APARTMENTS PROJECT) SERIES 2004 AND ACTIONS IN CONNECTION THEREWITH

WHEREAS, ARDC Babcock, Ltd., a Texas limited partnership (Borrower) acquired land and constructed a 250-unit multifamily housing facility located at 6425 DeZavala Road, San Antonio, Texas (Project); and

WHEREAS, in connection with the financing for the Project, SAHFC issued its Multifamily Housing Revenue Bonds (Artisan on the Bluffs Apartments Project) Series 2004 (Bonds), under that certain Trust Indenture, dated as of December 1, 2004 (Indenture), between SAHFC and Wells Fargo Bank, National Association (Trustee), and loaned the proceeds of the Bonds to the Borrower (Loan) to assist in financing the costs of acquisition, construction and equipping of the Project; and

WHEREAS, in connection with its issuance of the Bonds, SAHFC required the execution and delivery of that certain Regulatory Agreement and Declaration of Restrictive Covenants in favor of SAHFC, recorded in the Real Property Records of Bexar County, Texas under County Clerk File Volume 11141, Page 1637 (Regulatory Agreement), which contains certain restrictions against the Project; and

WHEREAS, the Borrower desires to prepay the Loan and to defease and provide for the redemption of the Bonds (Redemption); and

WHEREAS, the Redemption will be accomplished by a deposit with the Trustee, as escrow agent, of the proceeds of a loan (New Loan) from Jones Lang LaSalle Multifamily, LLC, the proceeds of which will be used to purchase certain Government Securities (as defined in the Indenture), which, together with the investment income thereon and certain uninvested cash, will be sufficient to pay the principal and interest requirements on the Bonds when due and to redeem the Bonds, as provided in that certain Escrow Deposit Agreement, proposed to be executed by and among the Borrower, the Trustee and SAHFC (Escrow Agreement); and

WHEREAS, the New Loan will be insured by the United States Department of Housing and Urban Development (HUD); and

WHEREAS, HUD requires as a condition of insuring the New Loan that the lien and covenants of the Regulatory Agreement be subordinated to the lien, covenants and enforcement of the New Loan's loan documents, pursuant to that certain HUD Amendment to Restrictive Covenants proposed to be executed by and between the Borrower and SAHFC (Subordination Agreement and, together with the Escrow Agreement, the Operative Documents); and

WHEREAS, it is proposed that SAHFC approve the Redemption and execute the Operative Documents; and

WHEREAS, this Board of Directors has reviewed the foregoing and determined that the action herein authorized is in furtherance of the public purposes of SAHFC.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the San Antonio Housing Finance Corporation hereby:

Section 1. The Redemption and any documents evidencing same or required for the same, including, but not limited to, the Operative Documents, are hereby authorized and approved.

Section 2. The President, any Vice President, the Secretary, the Treasurer, any Assistant Secretary, or any of them, are hereby authorized to execute any and all documentation required for the Redemption, including, but not limited to, the Operative Documents.

Section 3. The President, any Vice President, the Secretary, the Treasurer, and any Assistant Secretary, or any of them, and, if required by the form of the document, the Secretary and any Assistant Secretary, or any of them, of SAHFC are authorized and directed to modify, execute and deliver any of the documents to be signed by or consented to by SAHFC, and any and all certificates and other instruments necessary to carry out the intent thereof and hereof. The President, any Vice President, the Secretary, the Treasurer, any Assistant Secretary, or any of them, are authorized to negotiate and approve such changes in, or additions to, the terms of any of the documents, including amendments, renewals, and extensions, as such officers shall deem necessary or appropriate upon the advice of counsel to SAHFC, and approval of the terms of any of the documents by such officers and this Board shall be conclusively evidenced by the execution and delivery of such documents.

Section 4. The officers of this Board, or any of them, are authorized to take any and all action necessary to carry out and consummate the transactions described in or contemplated by the documents approved hereby or otherwise to give effect to the actions authorized hereby and the intent hereof.

Section 5. If any section, paragraph, clause, or provisions of this Resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 7. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 8. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 9. This Resolution shall be in force and effect from and after its passage.

Passed and approved the 5th day of November 2020.

Ana M. "Cha" Guzman
Chair, Board of Directors

Attested and approved as to form:

David Nisivoccia
Secretary/Treasurer

HUD Amendment To Restrictive Covenants

This HUD AMENDMENT TO RESTRICTIVE COVENANTS (this "Amendment") is made as of _____, 2020, by ARDC Babcock, Ltd., a Texas limited partnership ("Borrower") and SAN ANTONIO HOUSING FINANCE CORPORATION, a nonprofit housing finance corporation of the State of Texas ("Agency").

WHEREAS, Borrower has obtained financing from Jones Lang LaSalle Multifamily, LLC ("Lender") for the benefit of the project known as Artisan on the Bluff, FHA Project No. 115-11323 ("Project"), which loan is to be secured by a Multifamily Deed of Trust, Assignment of Leases and Rents and Security Agreement (Texas) ("Security Instrument") dated as of even date herewith, and to be recorded in the Real Property Records of Bexar County, Texas ("Records") more or less immediately prior hereto and is insured by the United States Department of Housing and Urban Development ("HUD");

WHEREAS, Borrower previously benefited from the issuance of tax-exempt bonds by Agency, in connection with which Agency required the execution of recording of that certain Regulatory Agreement and Declaration of Restrictive Covenants in favor of Agency recorded in the Records under County Clerk File Volume 11141, Page 1637, which contains certain restrictions (the "Restrictive Covenants") against the Project; and

WHEREAS, HUD requires as a condition of its insuring Lender's financing to the Project, that the lien and covenants of the Restrictive Covenants be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

WHEREAS, Agency has agreed to subordinate the Restrictive Covenants to the lien of the Mortgage Loan in accordance with the terms of this Amendment.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Amendment, the provision contained in this Amendment shall govern and be controlling in all respects as set forth more fully herein.

(b) The following terms shall have the following definitions:

"Code" means the Internal Revenue Code of 1986, as amended.

"HUD" means the United States Department of Housing and Urban Development.

"HUD Regulatory Agreement" means the Regulatory Agreement between Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

"Lender" means Jones Lang LaSalle Multifamily, LLC, its successors and assigns.

"Mortgage Loan" means the mortgage loan made by Lender to the Borrower pursuant to the Mortgage Loan Documents with respect to the Project.

"Mortgage Loan Documents" means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

"National Housing Act" means the National Housing Act of 1934, as amended.

"Program Obligations" has the meaning set forth in the Security Instrument.

"Residual Receipts" has the meaning specified in the HUD Regulatory Agreement.

"Security Instrument" means the mortgage or deed of trust from Borrower in favor of Lender, as the same may be supplemented, amended or modified.

"Surplus Cash" has the meaning specified in the HUD Regulatory Agreement.

(c) The provisions of the Restrictive Covenants are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the "HUD Requirements"). Borrower covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or Restrictive Covenants. In the

event of any conflict between the provisions of the Restrictive Covenants and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits Agency's ability to enforce the terms of the Restrictive Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The Borrower represents and warrants that to the best of Borrower's knowledge the Restrictive Covenants impose no terms or requirements that conflict with the National Housing Act and related regulations.

(d) In the event of foreclosure (or deed in lieu of foreclosure), the Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate, except as otherwise approved by HUD.

(e) Borrower and Agency acknowledge that Borrower's failure to comply with the covenants provided in the Restrictive Covenants does not and shall not serve as a basis for default under the HUD Requirements, unless a default also arises under the HUD Requirements.

(f) Except for Agency's reporting requirement, in enforcing the Restrictive Covenants Agency will not file any claim against the Project, the Mortgage Loan proceeds, any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available surplus cash, if the Borrower is a for-profit entity;
- ii. Available distributions of surplus cash and residual receipts authorized for release by HUD, if the Borrower is a limited distribution entity; or
- iii. Available residual receipts authorized by HUD, if the Borrower is a non-profit entity.

(a) For so long as the Mortgage Loan is outstanding, Borrower and Agency shall not further amend the Restrictive Covenants, with the exception of clerical errors or administrative correction of non-substantive matters, without HUD's prior written consent.

(b) Subject to the HUD Regulatory Agreement, Agency may require the Borrower to indemnify and hold Agency harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against Agency relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that Borrower's obligation to indemnify and hold Agency harmless shall be limited to available surplus cash and/or residual receipts of the Borrower.

[SEE COUNTERPART SIGNATURE PAGES ATTACHED HERETO]

Counterpart Signature Page to AMENDMENT To Restrictive Covenants

AGENCY

SAN ANTONIO HOUSING FINANCE CORPORATION, a nonprofit housing finance corporation of the State of Texas

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____

STATE OF TEXAS)
) ss:
COUNTY OF BEXAR)

On this _____ day of _____, 2020, before me, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity as _____ of the San Antonio Housing Finance Corporation, a nonprofit housing finance corporation of the State of Texas, and that by her/his signature on the instrument the nonprofit housing corporation, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

Notary Public in and for said County and State

My commission expires _____.

**EXHIBIT A
LEGAL DESCRIPTION**

Tract I: (Fee Tract)

Lot 6, Block 1, New City Block 14861, DEZ-BAB SUBDIVISION, situated in the City of San Antonio, Bexar County, Texas, according to the plat thereof recorded in Volume 9561, Page 92, Deed and Plat Records of Bexar County, Texas.

Tract II: (Easement Tract)

Easement Estate created by that certain Declaration of Reciprocal Easements and Restrictive Covenants as set out in Volume 9950, Page 282.

5/24/2020 35787180

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT is entered into as of October [___], 2020 (the “Agreement”), by and among ARDC BABCOCK, LTD., a Texas limited partnership (the “Borrower”), WELLS FARGO BANK, NATIONAL ASSOCIATION, as Escrow Agent (the “Escrow Agent”) and the SAN ANTONIO HOUSING FINANCE CORPORATION, a Texas non-profit housing finance corporation (the “Issuer”).

WITNESSETH:

WHEREAS, the Issuer previously issued its Multifamily Housing Revenue Bonds (Artisan on the Bluff Apartments Project) Series 2004 in the original aggregate principal amount of \$13,600,000 (the “Bonds”), under that certain Trust Indenture, dated as of December 1, 2004 (the “Indenture”), between the Issuer and Wells Fargo Bank, National Association, as trustee (the “Trustee”).

WHEREAS, the Bonds were issued for the purpose of making a loan (the “Loan”) to the Borrower pursuant to the Loan Agreement dated as of December 1, 2004 (the “Loan Agreement”), between the Issuer and the Borrower, in order to assist in financing the costs of the acquisition, construction and equipping of a 250-unit multifamily housing development located in San Antonio, Texas and known as the Artisan on the Bluff Apartments (the “Project”).

WHEREAS, the Borrower desires to prepay such Loan and to defease and provide for the redemption of the Bonds in accordance with Section 2.11 of the Loan Agreement and Sections 6.1 and 14.1 of the Indenture.

WHEREAS, the defeasance of the Bonds will be accomplished by a deposit with the Escrow Agent of the proceeds of a loan (the “Loan”) from [_____], the proceeds of which will be used to purchase certain Government Securities (as defined in the Indenture), which, together with investment income thereon and certain uninvested cash, will be sufficient to pay the principal and interest requirements on the Bonds when due and to redeem the Bonds, all as provided herein.

WHEREAS, the Issuer, the Borrower and the Escrow Agent, acting in its capacity as escrow agent, desire to enter into this Agreement to provide for the taking of certain actions to accomplish the defeasance and redemption of the Bonds and certain other matters as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

Section 1. There is hereby created and established with the Escrow Agent a special and irrevocable escrow account designated the “Escrow Account for Defeased Bonds – Artisan on the Bluff Apartments” (the “Escrow Account”) to be held by the Escrow Agent, acting as escrow agent. The Escrow Account shall be held for the benefit of the holders of the Bonds and shall be held by the Escrow Agent separate and apart from other funds of the Issuer or the Escrow Agent.

Section 2. The Escrow Agent hereby accepts the Escrow Account created hereunder and acknowledges receipt of the sum of \$[_____], which sum the Escrow Agent is hereby directed to deposit into the Escrow Account. Funds on deposit in the Escrow Account shall be used for the purchase of certain Eligible Securities as described in Exhibit A hereto (the “Eligible Securities”) and \$[_____] of which shall be deposited as a beginning cash balance. The maturing principal of and interest on the Eligible Securities and the cash will produce amounts verified in writing by [Causey Demgen & Moore P.C.] as described in the report attached hereto as Exhibit A (the “Verification Report”), to be sufficient to pay when due the principal of and interest on the Bonds to [_____] and to redeem all Bonds, by calling such bonds for redemption on [_____] (the “Redemption Date”) at a redemption price equal to the principal amount of the Bonds outstanding on the Redemption Date, together with interest accrued thereon to the Redemption Date (collectively, the “Redemption Price”). The Eligible Securities shall be deposited in the Escrow Account in accordance with the terms hereof and of the Indenture.

The principal and interest on the Eligible Securities shall not be reinvested, and the Escrow Agent shall not sell or otherwise dispose of the Eligible Securities, except as specifically provided herein.

From and after the creation of the Escrow Account, the principal of and interest on the outstanding Bonds shall be payable solely and only from the Escrow Account and shall not, under any circumstances, be payable from any other funds of the Issuer, the Borrower or any other legal entity.

Section 3. The Escrow Agent, acting in its capacity as escrow agent, agrees that the pro rata portion of the principal amount of and interest on the Eligible Securities necessary to provide proceeds into the Escrow Account sufficient to pay the principal and interest on the Bonds on and prior to the Redemption Date and to pay the Redemption Price will be held for the holders of the Bonds and irrevocably agrees to apply said principal amount and interest, as the same become due, to the payment of the principal, premium, if any, and interest requirements on the Bonds through their final maturities or prior redemption date.

Section 4. The Borrower agrees to pay to the Escrow Agent upon the execution and delivery of this Agreement such amounts as may be necessary to pay the fees and expenses of the Escrow Agent acting as escrow agent in connection with the execution and delivery of this Agreement on the date hereof. The Escrow Agent hereby acknowledges that all such fees and expenses have been paid.

Section 5. Except as provided in Section 6 hereof, the Escrow Agent shall not have power or duty to invest any funds held under this Agreement or to sell, transfer or otherwise dispose of or make substitutions of the Eligible Securities.

Section 6. This Agreement may be amended or supplemented, the Eligible Securities or any portion thereof or proceeds thereof sold, redeemed, invested or reinvested, or proceeds thereof disbursed, in any manner (any such amendment, supplement or direction to sell, redeem, invest or disburse to be referred to as a “Subsequent Action”), upon submission to the Escrow Agent of each of the following:

(i) A certified copy of the proceedings of the Issuer authorizing the Subsequent Action and a copy of the document effecting the Subsequent Action signed by duly designated officers of the Issuer.

(ii) An opinion of nationally recognized bond counsel or tax counsel nationally recognized as having an expertise in the area of tax-exempt municipal bonds to the effect that the Subsequent Action will not cause the interest on the Refunding Bonds or Bonds to become includable in gross income for Federal income tax purposes.

(iii) An independent report of certified public accountants to the effect that the amounts (which will consist of cash or deposits on demand held in trust or receipts from direct full faith and credit obligations of the United States of America, not callable or redeemable at the option of the issuer thereof), available or to be available for payment of the Bonds will remain sufficient to pay when due all principal of and interest on the Bonds after the taking of the Subsequent Action.

(b) Except as provided in Paragraph (a) hereof, all of the rights, powers, duties and obligations of the Escrow Agent hereunder shall be irrevocable and shall not be subject to amendment by the Escrow Agent and shall be binding on any successor to the Escrow Agent during the term of this Agreement.

Section 7. The Escrow Agent shall collect the cash proceeds resulting from the payment of the principal of and interest on the Eligible Securities. The Escrow Agent, without further authorization or direction, shall apply such cash proceeds in the Escrow Account (a) to pay promptly when due the principal of and interest on the Bonds as the same become due on and prior to the Redemption Date and (b) to redeem on the Redemption Date all of the Bonds then currently outstanding at the Redemption Price. Such payments shall be made from the Escrow Account as set forth in this Section 7 and shall be made to the persons entitled thereto as provided in the Indenture.

Section 8. The Borrower hereby provides the Escrow Agent with an irrevocable direction to mail a notice of redemption of the Bonds not less than fifteen (15) days, nor more than thirty (30) days, prior to the Redemption Date in accordance with the provisions of the Indenture. A form of such notice of redemption is attached hereto as Exhibit B. All moneys on deposit in the Escrow Account shall be transferred by the Escrow Agent to the Trustee of the Bonds to effectuate such redemption. In addition, the Escrow Agent shall post the redemption notice on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system.

Section 9. The Escrow Account created hereby shall be irrevocable and the holders of the Bonds shall have an express lien on and security interest in all amounts deposited in the Escrow Account, including all amounts representing principal and all amounts representing interest on the Eligible Securities in the Escrow Account until used and applied in accordance herewith.

Section 10. The Borrower hereby irrevocably directs the Escrow Agent to mail a notice in substantially the form attached hereto as Exhibit C to the holders of the Bonds that provisions for the retirement of all of the Bonds have been made as provided in this Agreement. The Escrow Agent shall mail such notice as soon as possible following the execution of this Agreement and after all the conditions precedent to the defeasance of the Bonds have been satisfied. In addition, the Escrow Agent shall post such notice on the *EMMA* system.

Section 11. (a) The Escrow Agent shall be compensated for its reasonable fees, expenses and disbursements, including legal fees, incurred with respect to services rendered hereunder, based upon itemized invoices submitted to the Borrower for payment. This right to receive compensation notwithstanding, the Escrow Agent acknowledges that it has no lien on the moneys in the Escrow Account for any such payment.

(b) The Escrow Agent undertakes to perform such duties and obligations and only such duties and obligations as are specifically set forth in this Agreement, and no implied duties, covenants or obligations shall be read into this Agreement against the Escrow Agent. Such duties and obligations shall be deemed ministerial in nature. Under no circumstances will the Escrow Agent be deemed to be a fiduciary to the Borrower under this Agreement.

(c) The Escrow Agent may act in reliance upon any signature believed by it to be genuine, and may assume that any person purporting to give any notice or receipt of advice or make any statements in connection with the provisions hereof has been duly authorized to do so.

(d) The Escrow Agent may consult with counsel of its selection, including its in-house counsel, with respect to any questions relating to its duties and responsibilities and may rely and shall be protected in acting or refraining from acting upon in good faith the advice or opinion of such counsel, or any opinion of counsel to the Borrower provided to the Escrow Agent. The Escrow Agent may act relative hereto upon the advice of nationally recognized bond counsel in reference to any matter in connection herewith.

(e) The Escrow Agent shall not be liable for a mistake of fact or error in judgment unless it is proved that the Escrow Agent was negligent in ascertaining the pertinent facts and shall not be liable for any acts or omissions of any kind, unless such acts or omissions are proved to have been caused by its own negligence or willful misconduct.

(f) The Escrow Agent shall not be liable for any loss resulting from any investment, sale, transfer or other disposition made pursuant to this Agreement in compliance with the provisions hereof.

(g) The Escrow Agent may rely and shall be protected in acting upon or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, verification, order, bond, debenture, or other

paper or document believed by the Escrow Agent to be genuine and to have been signed or presented by the proper party or parties.

(h) The Escrow Agent makes no representations as to the value, conditions, or sufficiency of the Escrow Account, or any part thereof, or as to the title of the Borrower thereto, or as to the security afforded thereby or hereby.

Section 12. It is the intention of the parties hereto that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the Borrower with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Account, to dispose of and deliver the same in accordance with this Agreement.

Section 13. The Borrower hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and hold harmless the Escrow Agent and the Issuer and their respective successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees, expenses and disbursements, without limitation) (the "Losses") of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the Escrow Agent or the Issuer (whether or not also indemnified against the same by the Borrower or any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Agreement, the establishment of the Escrow Account established hereunder, the acceptance of the moneys and securities deposited therein, the purchase of any investments, the retention of the investments or the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement; provided, however, that the Borrower shall not be required to indemnify the Escrow Agent against the Escrow Agent's own gross negligence or willful misconduct. In no event shall the Borrower be liable to any person by reason of the transactions contemplated hereby other than to the Escrow Agent and the Issuer as set forth in this Section 13. **The indemnities contained in this Section 13 shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent. The indemnification as provided in this Section 13 shall remain in full force and effect if Losses directly or indirectly result from, arise out of, or relate to, or are asserted to have resulted from, arisen out of, or related to, the sole contributory negligence of the Escrow Agent.**

The Escrow Agent shall not be held to any personal liability whatsoever, in tort, contract or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Account, the acceptance of the moneys deposited therein, the purchase of any investments, the retention of any investments or the proceeds thereof or any payment, transfer or other application of the moneys or securities held by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent acts, omission or error of the Escrow Agent made in good faith in the conduct of its duties. Whenever the Escrow Agent shall

deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Borrower.

The Escrow Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed. None of the provisions of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder.

The Escrow Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, that for purposes of this Agreement, an e-mail does not constitute a notice, request or other communication hereunder but rather the portable document format or similar attachment attached to such e-mail shall constitute a notice, request or other communication hereunder and further provided, however, that, the Escrow Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Borrower elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent's understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Borrower agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

The Escrow Agent shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. In no event shall the Escrow Agent be liable for any special indirect or consequential damages.

The Escrow Agent shall not be responsible for any of the recitals or representations contained herein.

Section 14. This Agreement shall terminate when the principal of and interest and redemption premium, if any, on all Bonds have been paid as set forth herein. The Escrow Agent shall thereupon be released and discharged with respect thereto and hereto. Subject to any applicable escheat laws, the Escrow Agent shall in the event moneys held by the Escrow Agent in the Escrow Account for the payment and discharge of the Bonds remain unclaimed for three years after the Redemption Date deliver such unclaimed moneys to or as directed by pertinent escheat authority, as identified by the Escrow Agent in its sole discretion, pursuant to and in accordance with applicable unclaimed property laws, rules or regulations. Any such delivery

shall be in accordance with the customary practices and procedures of the Escrow Agent and the escheat authority.

Section 15. Except as otherwise provided in Section 6 hereof, this Agreement shall not be repealed, revoked, rescinded, altered, amended or supplemented in whole or in part without (i) the written consent of the holders of 100% in principal amount of the unpaid Bonds at the time such action is made, and (ii) the written consent of the Escrow Agent; provided, however, that the Borrower and the Escrow Agent may, without the consent of, or notice to the holders of the unpaid Bonds enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders hereunder and shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(b) to cure any ambiguity or formal defect or omission in this Agreement; or

(c) to grant to or confer upon the Escrow Agent for the benefit of the holders of the Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Escrow Agent.

The Escrow Agent shall be entitled to rely exclusively upon an opinion of nationally recognized bond counsel with respect to compliance with this Section 14, including the extent, if any, to which any change, modification, addition or elimination affects the rights of such holders of the Bonds or that any instrument executed hereunder complies with the conditions or provisions of this Section 15.

Section 16. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas.

Section 17. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 18. The Escrow Agent may resign or be removed, at any time, for any reason, by written notice of its resignation or removal to the proper parties at their respective addresses as set forth herein, at least 30 days before the date specified for such resignation or removal to take effect.

Section 19. In the event that there is any deficiency in the Escrow Account, the Borrower will remedy such deficiency by paying to the Escrow Agent the amount of such deficiency.

Section 20. No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Agreement contained against any past, present or future officer or member of the Issuer, or of any successor entity, as such, either directly or through the Issuer or any successor entity, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers or members as such is hereby

expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 21. The Issuer shall not be liable (a) for any loss resulting from any investment made pursuant to this Agreement, (b) for the accuracy of the calculations as to the sufficiency of the cash and Eligible Securities held in the Escrow Fund to pay the Redemption Price of the Bonds as provided herein or in the Verification Report or (c) any acts of the Escrow Agent.

Section 22. If any one or more of the covenants or agreements provided in this Agreement on the part of the parties hereto to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 23. This Agreement may be executed in several counterparts, all or any part of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument. The exchange of copies of this Agreement and of the signature pages thereof by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original instrument for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 24. Certain duties, rights and obligations provided for in the Indenture (including but not limited to replacement of lost, mutilated, stolen or destroyed bonds, the payment of interest and principal on the due dates thereof, the transfer and exchange and registration of bonds from time to time, the administration of any moneys remaining on deposit in any funds under the Indenture, the indemnification rights of the Trustee, and all immunities and protections of the Trustee) must, by their nature, be performed after the defeasance of the Bonds or must continue to benefit the Trustee until the payment in full of the Bonds and, accordingly, the Trustee agrees to be bound by and to comply with those provisions of the Indenture. The Escrow Agent has been appointed under this Agreement by the Borrower, and the Borrower agrees that by such appointment, the immunities, protections, rights and indemnification provided to the Trustee under the Indenture and related documents, including but not limited to any loan agreements and guaranties, shall not cease, diminish or be modified in any way.

Section 25. The Trustee, by execution of this Agreement in its capacity as Trustee, hereby agrees to and accepts the terms and provisions of this Agreement, and agrees to act as Escrow Agent under this Agreement and in accordance with the Indenture, to act in all capacities appropriate and necessary for the defeasance of the of Bonds. In its capacity as the Escrow Agent, the Trustee shall be entitled to all of the rights, protections, immunities and indemnities created in favor of the Trustee by the Indenture.

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Deposit Agreement to be executed by their duly authorized officers as of the date first above written.

ARDC BABCOCK, LTD., a Texas limited partnership

By: 250 Babcock, LLC, a Texas limited liability company, General Partner

By: Houston Esperanza, a Texas nonprofit corporation, Sole Member

By: _____
Paul Ramirez
President

(Signature Page to Escrow Deposit Agreement – Artisan on the Bluff Apartments)

SAN ANTONIO HOUSING FINANCE
CORPORATION, a nonprofit housing finance
corporation of the State of Texas

By:

Name:

Title:

(Signature Page to Escrow Deposit Agreement – Artisan on the Bluff Apartments)

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Escrow Agent

By:

Name:

Title:

The undersigned, as Trustee with respect to the Bonds, hereby acknowledges receipt of the directions of the Borrower with respect to the defeasance and redemption of the Bonds set forth in the foregoing Agreement and hereby agrees to comply with such directions in accordance with the provisions thereof.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee

By:

Name:

Title:

(Signature Page to Escrow Deposit Agreement – Artisan on the Bluff Apartments)

EXHIBIT A

Eligible Securities Purchased

EXHIBIT B

Form of Notice of Redemption of the Bonds

EXHIBIT C

Form of Notice of Defeasance

SAN ANTONIO HOUSING FINANCE CORPORATION

MULTIFAMILY HOUSING REVENUE BONDS
(ARTISAN ON THE BLUFF APARTMENTS PROJECT)
SERIES 2004

NOTICE IS HEREBY GIVEN to the holders of the above-described Bonds (the “Bonds”) that cash and direct obligations of the United States of America, the principal of and the interest on which, is sufficient to pay when due the principal and redemption price of, and interest on, the Bonds on and prior to [_____] (the first optional redemption date) have been deposited in escrow with Wells Fargo Bank, National Association, as escrow agent under an Escrow Agreement dated October [___], 2020. The Escrow Agent has also received irrevocable instructions to cause the bond trustee to redeem the Bonds, in whole, on [_____].

Dated: _____

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Escrow Agent

By:

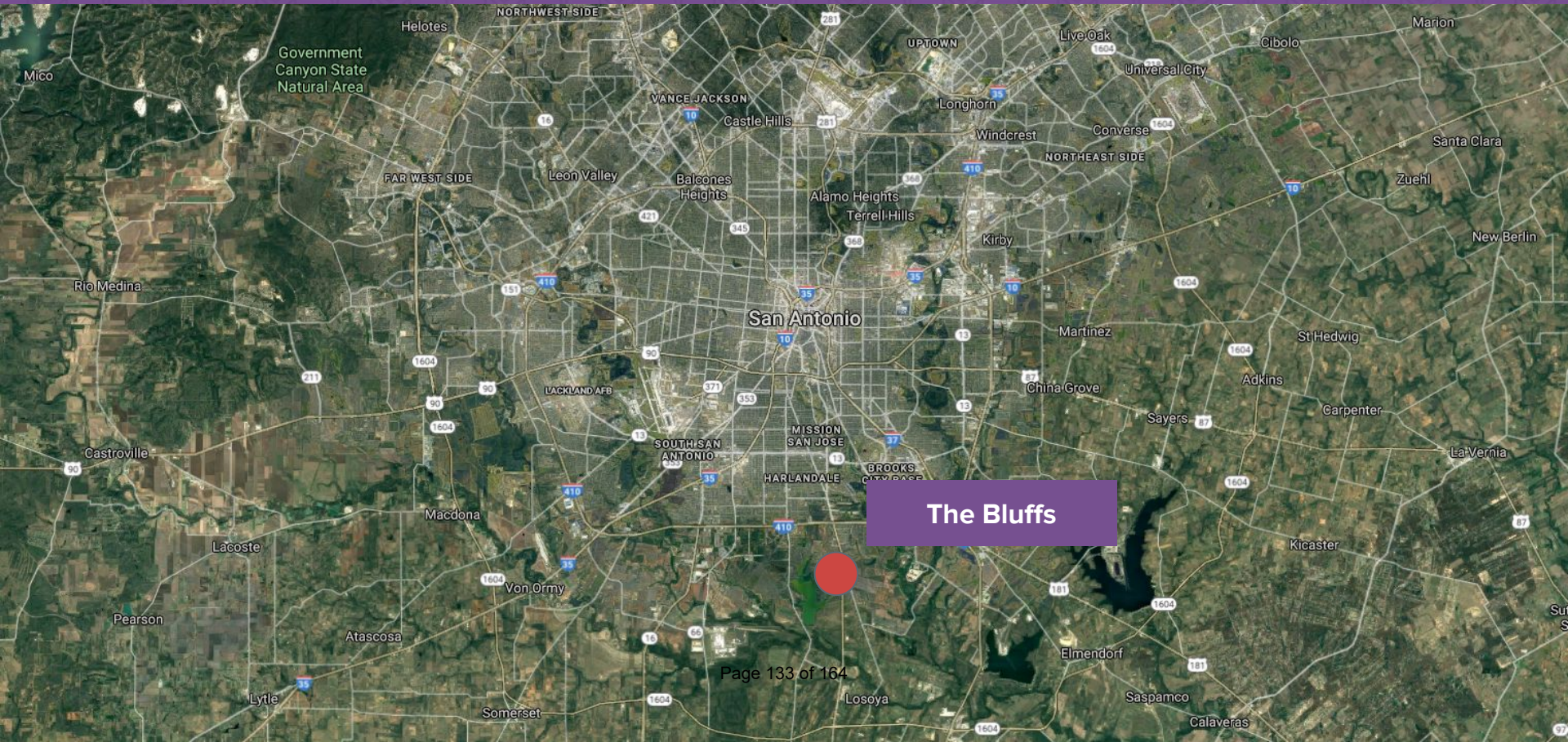
Title: _____



The Bluffs

Timothy Alcott, Chief Legal and Real Estate Officer
Lorraine Robles, Director of Development Services and Neighborhood
Revitalization

MAP



The Bluffs

SITE




QUESTIONS?

SAN ANTONIO HOUSING AUTHORITY

November 5, 2020

BOARD OF COMMISSIONERS**RESOLUTION 6084, AUTHORIZING THE ADOPTION OF THE THREE STEP BOARD OF COMMISSIONER APPROVAL PROCESS FOR TAX CREDIT AND BOND DEVELOPMENTS WHEREBY SAHA OR ITS AFFILIATES IS A PARTNER IN THE TRANSACTION**

DocuSigned by:

 5609927B75274DC...
David Nisivoccia
President and CEO

DocuSigned by:

 B75AC7309C8B466...
Timothy E. Alcott
Chief Legal and Real Estate Officer

REQUESTED ACTION:

Consideration and approval regarding Resolution 6084, authorizing the adoption of the three step Board of Commissioner approval process for tax credit and bond developments whereby SAHA or its affiliates is a partner in the transaction.

FINANCIAL IMPACT:

The financial impact will vary depending on the terms of each transaction that is brought to the Board for approval.

SUMMARY:

At the September 17, 2020, Real Estate Development Committee, the Board of Commissioners discussed the approval process for new developments and how to make it more efficient. SAHA staff and legal counsel conducted a review of the current Board approval processes for the purpose of providing the Board with options regarding potential amendments to said processes. The following three step board approval process is proposed:

Step 1. Inducement – This is a nonbinding resolution to allow the project to seek a volume cap to issue the bonds and to obtain the tax credits. This is often time sensitive. The Board will be provided with a general description of the project, its location and market analysis, and proposed affordability levels sufficient to enable the Board to determine if the project is one they may wish to participate in. This is intended to be a brief presentation and conceptual discussion. The inducement resolution will be approved at the committee level, since it is non-binding.

Step 2. Detailed Financial Briefing and Project Approval – After the financing structure is fully developed, a detailed proforma and project presentation will be made sufficient for the Board to approve the project. This should not be time sensitive and should allow you to manage the number of agenda items better. It should also be early enough in the process for the Board's input to be taken into account in the financing structure. This will include a binding approval of the terms of the project and its financing and having any required public hearings for the bonds.

Step 3. Document Approval - Once the documents are finalized they will be authorized

SAN ANTONIO HOUSING AUTHORITY

November 5, 2020

via a consent agenda without presentation. The Board always has the right to pull a matter for presentation. Staff will represent to the Board that the project has not materially changed, since the project approval. This approval will be combined with the project approval where possible.

STRATEGIC GOAL:

Transform core operations to be a high performing and financially strong organization.

ATTACHMENT:

Resolution 6084

**San Antonio Housing Authority
Resolution 6084**

RESOLUTION 6084, AUTHORIZING THE ADOPTION OF THE THREE STEP BOARD OF COMMISSIONER APPROVAL PROCESS FOR TAX CREDIT AND BOND DEVELOPMENTS WHEREBY SAHA OR ITS AFFILIATES IS A PARTNER IN THE TRANSACTION

WHEREAS, the San Antonio Housing Authority, by and through its Board of Commissioners, desires to adopt certain amendments to the existing board approval process for tax credit and bond developments; and

WHEREAS, it is hereby deemed to be advisable and in the best interests of this agency to amend SAHA's Board approval process for tax credit and bond projects; and

WHEREAS, SAHA's revised three step Board approval process for tax credit and bond developments complies with Federal, State and local laws and regulations; provides consistency, transparency, fairness, accountability and oversight.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of SAHA hereby:

- 1) Approves Resolution 6084, authorizing the adoption of the three step Board of Commissioner approval process for tax credit and bond developments whereby SAHA or its affiliates is a partner in the transaction.
- 2) Authorizes the President and CEO or designee to execute all necessary documents and extensions.

Passed and approved the 5th day of November 2020.

**Ana M. "Cha" Guzman
Chair, Board of Commissioners**


Attested and approved as to form:

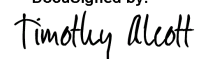
**David Nisivoccia
President and CEO**

SAN ANTONIO HOUSING AUTHORITY

November 5, 2020

BOARD OF COMMISSIONERS**RESOLUTION 6089, AUTHORIZING THE SUBMISSION OF A DISPOSITION AND DEMOLITION APPLICATION TO HUD FOR THE SITE KNOWN AS ALAZAN COURTS (AMPTX006000001); THE TRANSFER OR SALE AND LONG-TERM LEASE OF SUCH PROPERTY AND ITS IMPROVEMENTS, AND THE EXECUTION OF DOCUMENTS NECESSARY TO CONSUMMATE SUCH ACTIONS; AND OTHER MATTERS IN CONNECTION THEREWITH**

DocuSigned by:

 5609927B75274DC
David Nisivoccia
 President and CEO

DocuSigned by:

 B75AC7309C8B466
Timothy E. Alcott
 Chief Legal and Real Estate Officer

REQUESTED ACTION:

Consideration and approval regarding Resolution 6089, authorizing the submission of a disposition and demolition application to HUD for the site known as Alazan Courts (AMPTX006000001); the transfer or sale and long-term lease of such property and its improvements; and the execution of documents necessary to consummate such actions; and other matters in connection therewith.

FINANCIAL IMPACT:

Plans to rebuild the Alazan Apartments have not been finalized and therefore a complete financial impact analysis will be presented to the Board as each phase of the project is developed.

SUMMARY:

SAHA desires to redevelop the property in phases through construction of a mixed-income multifamily residential community financed, in part, by awards of Low Income Housing Tax Credits (LIHTCs) from the Texas Department of Housing and Community Affairs (TDHCA). Such redevelopment will necessitate the transfer of the property to the San Antonio Housing Facility Corporation (SAHFC) and a lease of the property and the improvements to limited partnerships, the general partners of which is a SAHA affiliate, upon SAHA obtaining HUD disposition approval.

In order to proceed with this ownership structure, SAHA must submit a disposition/demolition application to HUD for review and approval. The transfer and long-term lease of the property will be subject to conditions required by HUD and the award of LIHTCs by TDHCA. SAHA will have the option of not demolishing a few buildings at Alazan (or Apache) as the master plan is developed. It is anticipated that Alazan will be demolished and redeveloped in phases.

Relocation of residents will also occur in phases. SAHA seeks to assist residents with understanding their best relocation options to meet their individual needs and providing residents with a plan of action. SAHA is committed to supporting residents impacted by this relocation through community services that target financial readiness and planning, moving costs, and housing mobility strategies.

SAHA has already begun the process for the redevelopment. In July 2019, SAHA issued a request for proposals for a development partner. In November 2019, SAHA chose The NRP Group to serve as its development partner for the redevelopment of Alazan Courts. In January

SAN ANTONIO HOUSING AUTHORITY

November 5, 2020

2020, Las Varas received a carryforward allocation of bond volume cap for the issuance of up to \$44,000,000.00 of tax exempt bonds for the first phase of the Alazan Courts project. Las Varas must close on the bonds for this project by December 31, 2022. Accordingly, we need to move forward with the various approvals and public meeting process to meet that deadline. As each phase of the project is structured, we will come back to the Board for approval of the specific project.

The Alazan Courts were the first public housing community to be constructed in San Antonio and consist of 501 units in 117 buildings on a 57-acre site. Construction began on the Alazan Apartments in 1939 and they were fully occupied by 1942.

Over the property's approximately 80-year history, its structures, site plan, architecture, and unit design have become outdated. The property requires a major redesign, reconstruction, or redevelopment to correct serious deficiencies including inappropriately high population density, deferred maintenance, physical deterioration, obsolescence of major systems, and other deficiencies in the physical plant of the Project.

The proposed plan is to transfer or sell the property to SAHFC, which will enter into a long-term lease with tax credit partnerships, whose general partner will be a SAHA affiliate. Your approval today enables us to begin the process with HUD of redeveloping this project.

STRATEGIC GOALS:

Strategically expand the supply of affordable housing.

ATTACHMENT:

Resolution 6089

**CERTIFICATE FOR RESOLUTION 6089
ALAZAN COURTS DISPOSITION AND DEMOLITION**

The undersigned officer of the Housing Authority of the City of San Antonio, a Texas housing authority created pursuant to the laws of the State of Texas (“SAHA”) hereby certifies as follows:

1. In accordance with its bylaws, the Board of Commissioners of SAHA (the “Board”) held a meeting on November 5, 2020, (the “Meeting”) of the duly constituted officers and members of the Board, at which a duly constituted quorum was present. Whereupon among other business transacted at the Meeting, a written

RESOLUTION 6089, AUTHORIZING THE SUBMISSION OF A DISPOSITION AND DEMOLITION APPLICATION TO HUD FOR THE SITE KNOWN AS ALAZAN COURTS (AMPTX006000001); THE TRANSFER OR SALE AND LONG-TERM LEASE OF SUCH PROPERTY AND ITS IMPROVEMENTS, AND THE EXECUTION OF DOCUMENTS NECESSARY TO CONSUMMATE SUCH ACTIONS; AND OTHER MATTERS IN CONNECTION THEREWITH

(the “Resolution”) was duly introduced for the consideration of the Board and discussed. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of the Resolution, prevailed and carried by a majority vote of the Board.

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the Board’s minutes of the Meeting; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting; and the Meeting was held and conducted in accordance with the Bylaws of SAHA.

SIGNED AND SEALED this 5th day of November 2020.



David Nisivoccia
President and CEO

**San Antonio Housing Authority
Resolution 6089**

RESOLUTION 6089, AUTHORIZING THE SUBMISSION OF A DISPOSITION AND DEMOLITION APPLICATION TO HUD FOR THE SITE KNOWN AS ALAZAN COURTS (AMPTX006000001); THE TRANSFER OR SALE AND LONG-TERM LEASE OF SUCH PROPERTY AND ITS IMPROVEMENTS, AND THE EXECUTION OF DOCUMENTS NECESSARY TO CONSUMMATE SUCH ACTIONS; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the San Antonio Housing Authority (“SAHA”) owns the property described on Exhibit A, attached hereto including all improvements (the “Property”) and currently known as AMP TX006000001 ALAZAN COURTS; and

WHEREAS, SAHA desires to redevelop the Property through the construction of a mixed-income multifamily residential community on the Property financed in part by an award of Low Income Housing Tax Credits from the Texas Department of Housing and Community Affairs; and

WHEREAS, in connection with such redevelopment it will be necessary to transfer site control of the Property and all improvements to Alazan Courts Ltd. or another tax credit partnership in which a SAHA affiliate controls the general partner (the “Partnership”); and

WHEREAS, SAHA will sell or transfer the Property to either San Antonio Housing Facility Corporation (“SAHFC”) or Las Varas Public Facility Corporation (“LVPFC”), which are affiliated with SAHA and will enter into a long-term lease with the Partnership; and

WHEREAS, such sale or transfer and long-term lease requires the submission of a disposition and demolition application to the U.S. Department of Housing and Urban Development (“HUD”) and the prior approval of such sale and lease by HUD; and

WHEREAS, the Board has determined that it is in the public interest and to the benefit of the citizens and residents of San Antonio for the various entities to enter into the transactions described above so that the Partnership may construct the Project; and

WHEREAS, the Board has reviewed the foregoing and determined that the action herein authorized is in furtherance of the public purposes of SAHA and SAHFC.

BE IT THEREFORE RESOLVED BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, TEXAS, THAT:

1. Submission to HUD of a disposition and demolition application for the Property is hereby approved.

2. Each of President/CEO or the Chief Legal and Real Estate Officer is hereby authorized to negotiate and execute any and all documents necessary to accomplish the submission of the application to HUD, as authorized by and pursuant to the terms set forth in this Resolution, including any and all amendments, changes, or modifications thereto, without the necessity of further action by the Board of Commissioners.

3. The officers of SAHA, or any of them, are authorized to take any and all action necessary to carry out and consummate the transactions described in or contemplated by the documents approved hereby or otherwise to give effect to the actions authorized hereby and the intent hereof.

4. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

5. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as part of the judgment and findings of the Board.

6. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling to the matters resolved herein.

7. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

8. This Resolution shall be in force and effect from and after its passage.

Passed and approved the 5th day of November 2020.

Ana M. "Cha" Guzman
Chair, Board of Commissioners

Attested and approved as to form:

David Nisivoccia
President and CEO



SAHA | SAN ANTONIO
HOUSING AUTHORITY
Opportunity Lives Here

ALAZÁN COURTS

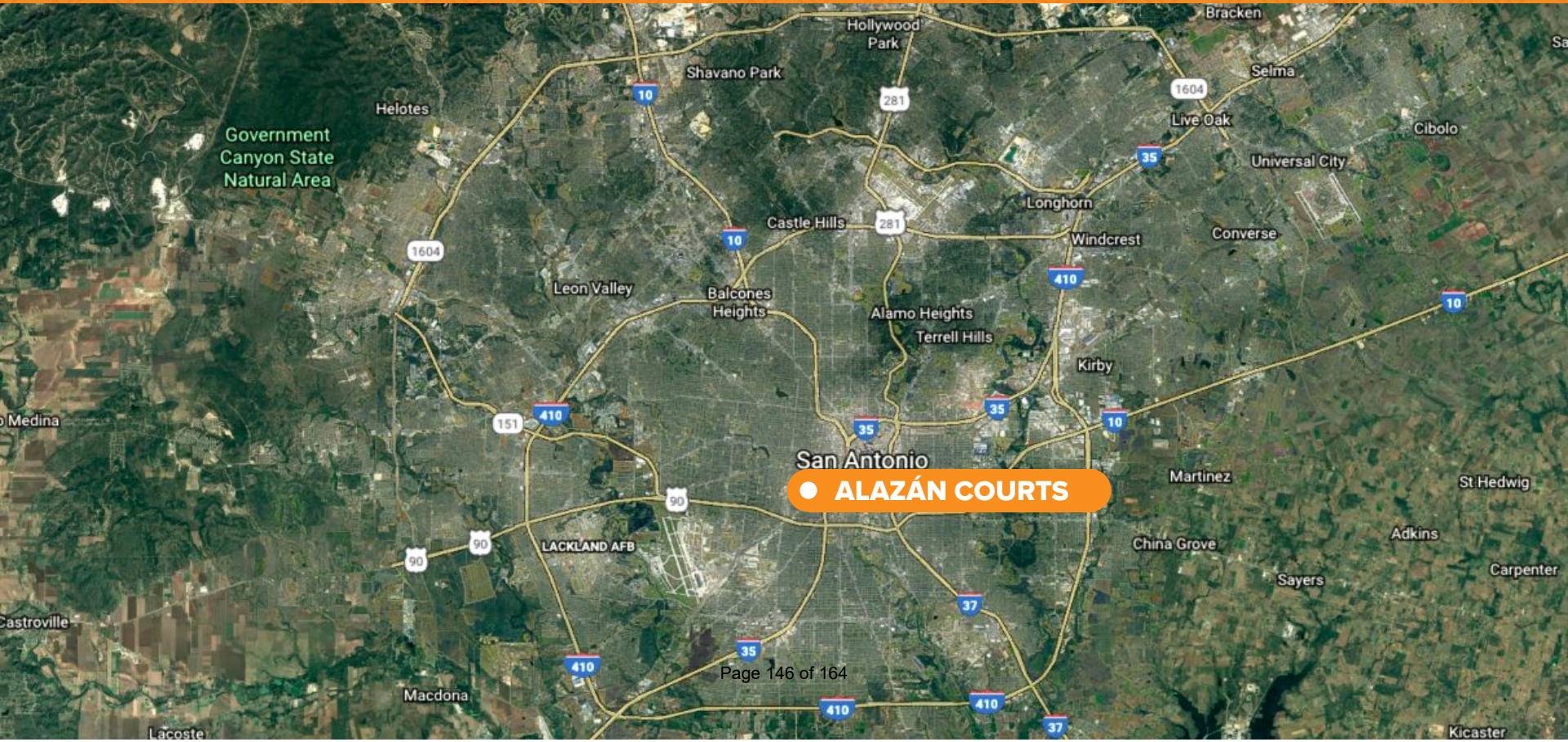
Tim Alcott | Chief Legal and Real Estate Officer

Brandee Perez | Chief Operating Officer

Lorraine Robles | Director of Development Services and Neighborhood Revitalization

Hector Martinez | Director of Construction Services and Sustainability

MAP



● ALAZÁN COURTS

TIMELINE

JULY 2019

RFP issued for a developer for Alazán Courts.

AUG. 2019

August 1, 2019 SAHA board approval to induce bonds for the first phase of Alazan Courts.

NOV. 2019

NRP selected as Development Partner for Alazán Courts.

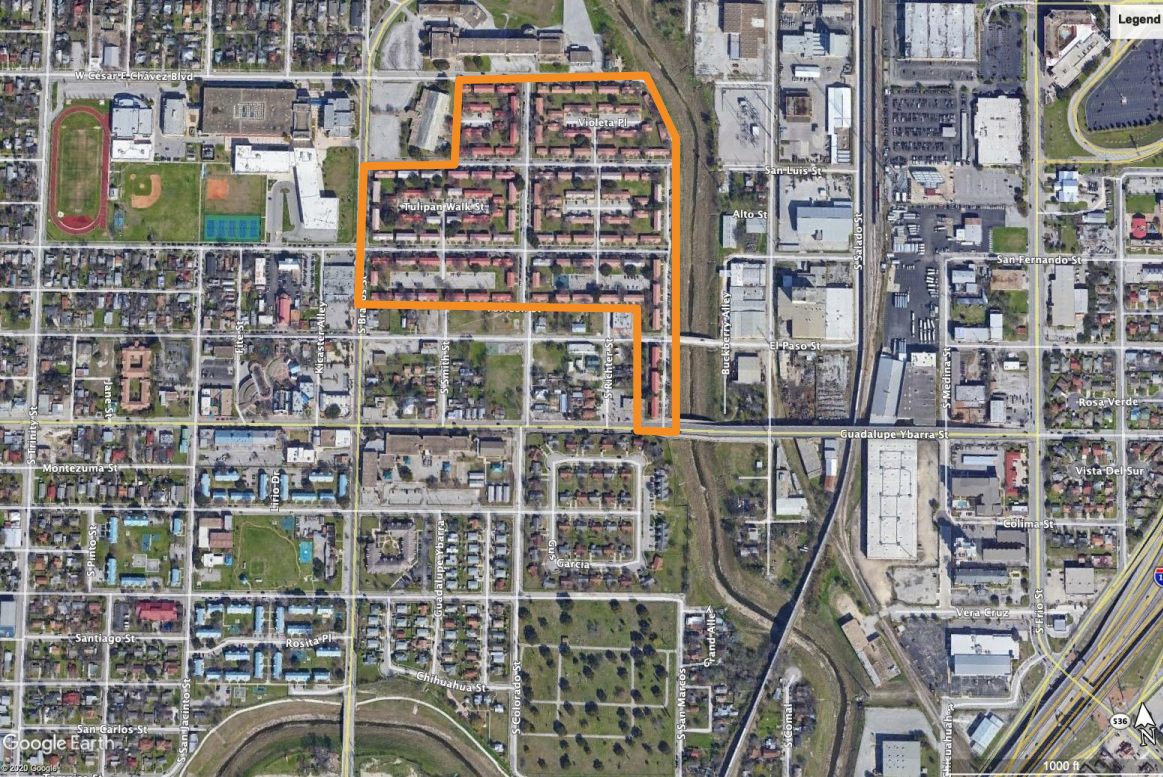
JAN. 2020

Obtained 3 year Carryforward from Bond Review Board to allow for sufficient planning.

2020 →

SAHA and NRP await direction from leadership to begin planning for redevelopment of Alazán Courts.

ALAZÁN COURTS



TOTAL UNITS

501 PH Units

AVG. UNIT LAYOUT

615 sq. ft.

AVG. BR SIZE

2 BR

AVG. HOUSEHOLD

2.6

AVG. HOUSEHOLD INCOME

\$8,796

CURRENT CONDITIONS



Cinder block walls

No central AC/Heating

Not energy efficient

Limited redesign options

Inability to have mixed income

**Comprehensive rehabilitation
cost prohibitive**

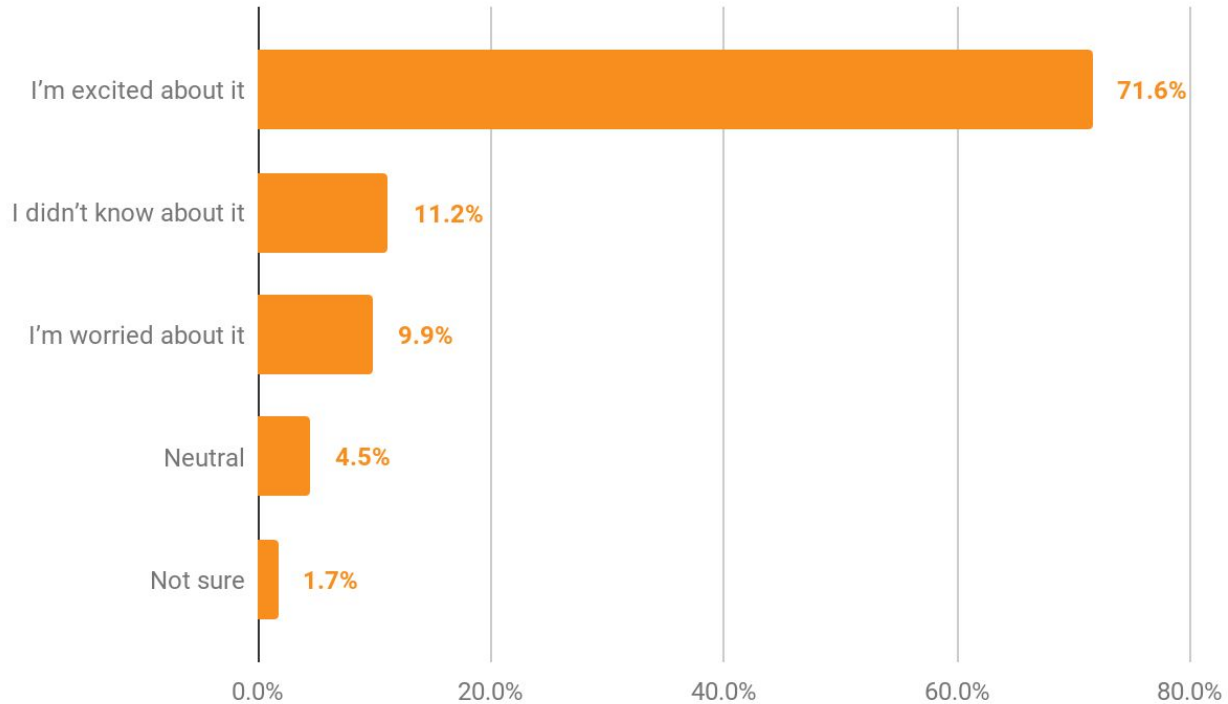
Preservation of Leasing Office

UNIT SIZE COMPARISON

BEDROOM SIZE	ALAZAN BEDROOM MIX	CURRENT ALAZAN UNIT SIZE (APPROX)	PROPOSED TDHCA MINIMUM UNIT SIZE (APPROX)
Studio/Efficiency	40 Units	378 sq ft	500 sq ft
1 Bedroom	16 Units	513 sq ft	600 sq ft
2 Bedroom	412 Units	570 (flat)/693 (townhome) sq ft	800 sq ft
3 Bedroom	33 Units	756 sq ft	1000 sq ft

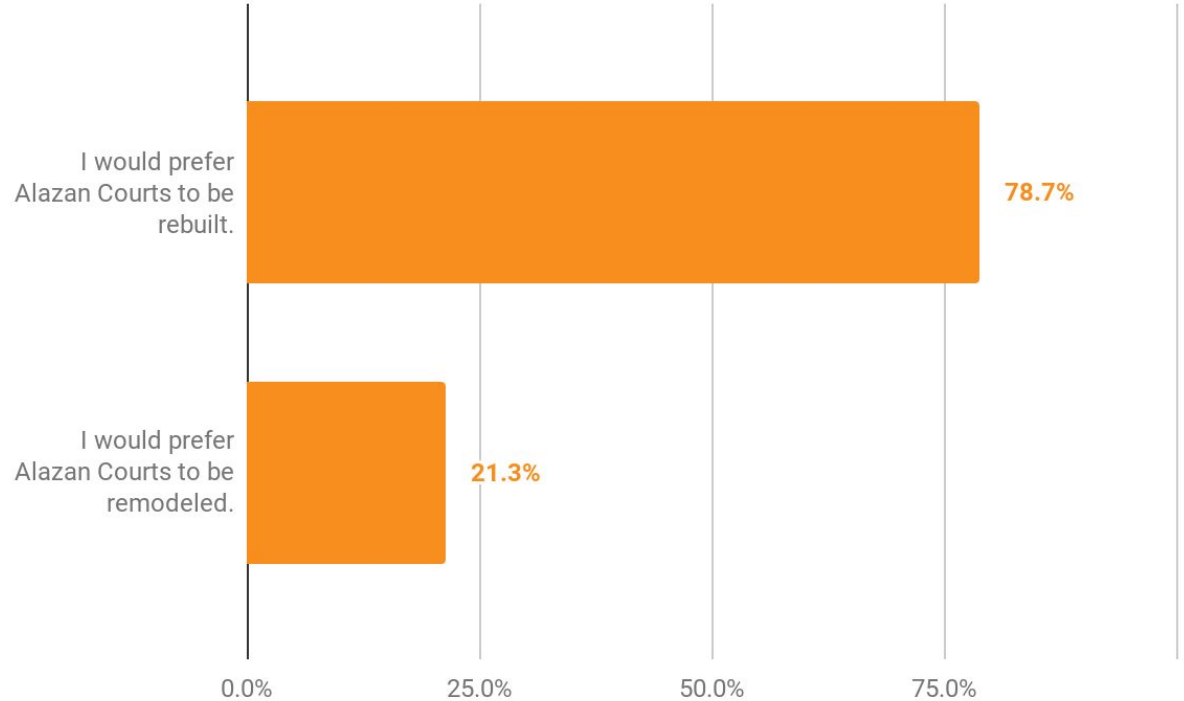
REDEVELOPMENT SENTIMENTS

How do you feel about hearing about the redevelopment of Alazan Courts?



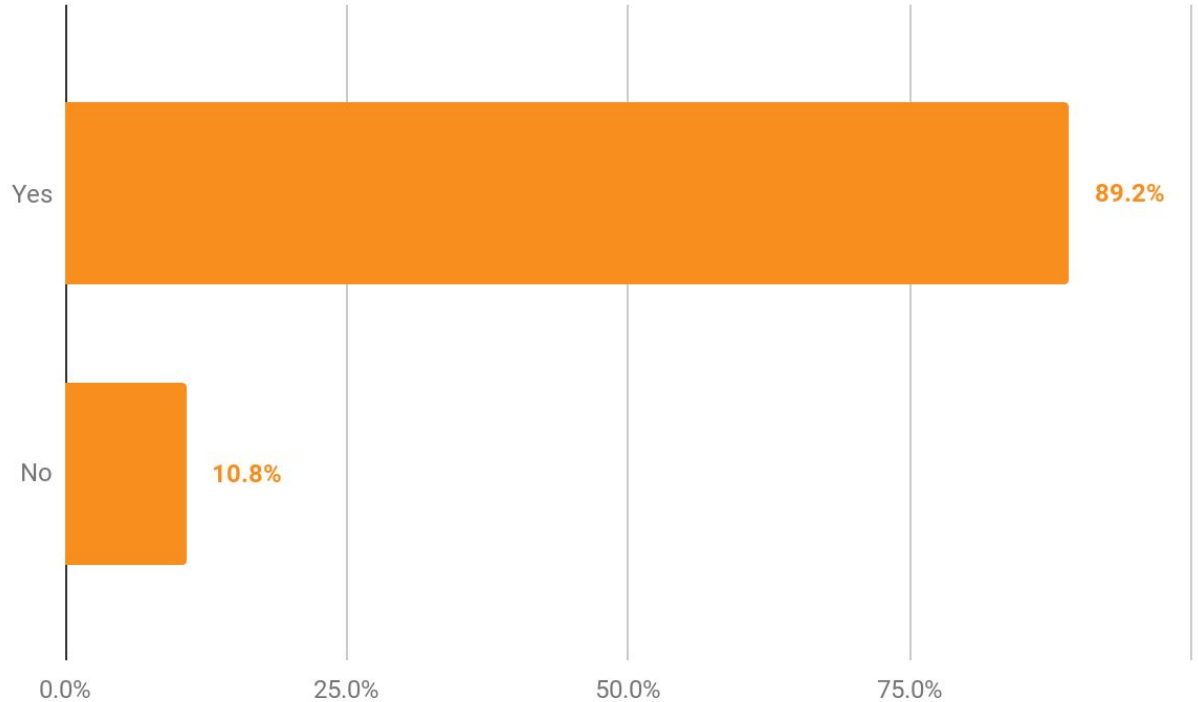
NEW CONSTRUCTION VS REMODELING

How do you feel about new construction versus remodeling the current Alazan Courts?



RELOCATION

During the development, are you willing to relocate?



RESIDENT ENGAGEMENT RELOCATION PLAN



Housing displacement can have destabilizing effects on the most vulnerable members of our community, including low-income households, and elderly and disabled residents. Through this relocation plan, SAHA seeks to assist residents with understanding their best relocation option to meet their individual needs and providing residents with a plan of action for a smooth transition. SAHA is committed to supporting residents impacted by this relocation through community services that target financial readiness and planning, moving costs, and housing mobility strategies.

18-24 MONTHS BEFORE RELOCATION

CDI will utilize existing and new partnerships with community service organizations to assist impacted residents with the services they need to be successful in moving with a Housing Choice Voucher.

SAHA will begin reviewing all account ledgers of impacted residents for any past due rent. Residents who owe more than 2 months of rent will be contacted by both property management and CDI staff.

- Property Staff will meet with the families to identify why the family is unable to pay their rent and establish the following next steps:
 - If the reason is due to recent loss of income, the family may complete a Change of Income Request
 - If the reason is due to an increase in expenses, property staff will refer resident to CDI for service referrals
 - Repayment Agreement options will be discussed with the family to determine an appropriate plan
- CDI staff will refer families to the following types of services:
 - Emergency assistance such as utilities and rental assistance programs
 - Basic need services such as food, clothes, and household goods
 - Financial services such as credit repair and budgeting
 - Assistance programs such as TANF, SNAP, Medicaid, and utility agency savings programs
 - Employment services such as training and employment

12 MONTHS BEFORE RELOCATION

SAHA will meet with all impacted families to explain the relocation process and what housing options are available. Meetings will be held quarterly and every month in the last quarter prior to relocation.

Staff will begin an education campaign to ensure families understand their options with remaining in Public Housing (PH) or transitioning to the Housing Choice Voucher (HCV) Program.

- Property Staff will continue to meet with families who have a balance owed and establish repayment agreements with impacted families.
 - Families on current repayment agreements will be eligible for a Housing Choice Voucher if all other eligibility requirements are met.
- Staff will update changes in family composition and re-verify reasonable accommodations to ensure families are relocating with proper housing needs such as correct unit size.
- For families who elect to remain in PH, Property Staff will provide the family with the opportunity to select up to 3 preferred developments that they wish to relocate to. Staff will attempt to accommodate the requests of families with a total of 2 unit offers. If a desired unit becomes available prior to the proposed relocation date, SAHA will allow the family to relocate. This will allow the families to ensure they are able to register their children in the appropriate school districts.

12 MONTHS BEFORE RELOCATION

Families will be provided a needs assessment via survey to determine individualized relocation assistance plans for each family, as well as short term and long term needs. CDI staff will provide follow up, reintroduce CDI services, offer program enrollment to eligible residents and will complete referrals to community partners.

CDI programs

CDI staff will share opportunities for residents to enroll and receive case management and service coordination in support of short and long term goals:

- Family Self Sufficiency: Case management services designed to identify and remove barriers for residents to prepare, obtain and maintain full time employment.
- ROSS: Service coordination in support of linking residents to community services to include basic needs, financial literacy, health and wellness, and employment.
- Connect Home: Digital literacy and access to computer devices.

Referrals to Community Partners

CDI staff will also review assessments and complete referrals to community partners for services to include the following:

- Utility assistance
- Rental assistance
- Credit Repair
- Basic Needs: food, clothing, household goods
- Notary Services
- Adult education/training
- Employment
- Transportation assistance (bus passes)

DURING RELOCATION

SAHA staff will continue to provide families with services they may need during relocation. The following services will be provided either by SAHA or partnering agencies:

- Relocation funds, in accordance with the Uniform Relocation Act:
 - Families who accept a Housing Choice voucher will receive moving expense payment at Request for Tenancy Approval (RTA) submission
 - Families who elect to remain in Public Housing will receive moving expense payment when accepting their new unit
- Mobility Services:
 - SAHA has partnered with realtors to assist families with identifying units in areas that meet family needs.
 - SAHA staff will assist with providing transportation assistance to families
- Utility assistance:
 - Establishing and/or transferring utilities
 - Enrolling in utility rate reduction programs, if eligible
 - Assistance with past due rent/utilities through partner agencies

AFTER RELOCATION



SAHA staff will continue to provide assistance to relocated families during the redevelopment of Alazan by contacting impacted families on a regular basis to ensure the families are adapting comfortably in their new units.

Once the redevelopment is completed, SAHA will re-engage families who have expressed interest in relocating to the new Alazan development through the relocation plan above with slight modifications.

Lastly, families who are relocated will be given priority to a unit at the new community. Former residents have 24 months from the final completed construction date for all phases to confirm interest in returning.

TWO YEAR TIMELINE

MAJOR PROJECT MILESTONES	2020	2021				2022				2023
	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
Resident Engagement - Phase I										
Relocation Planning										
SAHA Board Approval to move forward with ERR and Disposition										
Architectural Design										
Planning/Rezoning/City Council Approvals										
Environmental Review Record Process/Approval										
Dispositon/Demolition Application Submission/Approval										
Relocation Implementation - Phase I										
Abatement & Demolition										
Closing Calls										
Permitting										
Submission of Mixed Finance Proposal to HUD/Approval										
RE Committee Approval										
Final Board Approval										
Financial Closing										
BRB Deadline (26 mos. December 31,2022)										

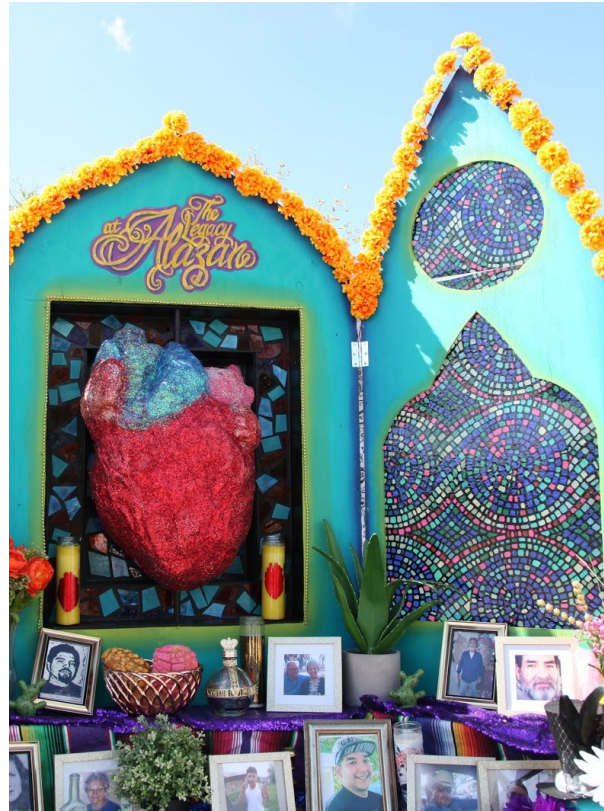
QUESTIONS?

PRESIDENT'S REPORT

NOVEMBER 2020

LEGACY AT ALAZAN VIRTUAL GROUNDBREAKING

The San Antonio Housing Authority held a virtual groundbreaking on November 2 to celebrate the beginning of the Legacy at Alazan on the westside. A community ofrenda was created by two community artists who solicited photos and memorabilia from residents in the community. SAHA partnered with the NRP Group and garnered 9 percent Low-Income Housing Tax Credits from the Texas Department of Housing and Community Affairs (TDHCA) to build the development.



SAN ANTONIO REGIONAL PUBLIC PK-12 VIRTUAL EDUCATION FORUM V GRANT

The 2020 San Antonio Regional PK-12 Education Forum V Grants Committee has selected SAHA as a recipient for a \$5,000 grant to fund virtual learning devices and stations to foster academic success for families receiving housing assistance. Results from a recent survey of 200 households with school-aged children in public housing revealed 72% of families indicated the need for headphones, 64% of families indicated a need for a desk, and 44% of families indicated a need for a computer. Through the grant, families will receive a computer, a pair of headphones, and a folding table to successfully attend their virtual classes.

NAHRO 2020 AWARDS OF EXCELLENCE

The San Antonio Housing Authority (SAHA) has garnered two Awards of Excellence from the National Association of Housing and Redevelopment Officials (NAHRO) for Project Design for Phillis Wheatley Park and Community Revitalization for Garcia Street Urban Farm. Of the over 3,000 public housing authorities in the country, SAHA received more nominations for Awards of Excellence than any other housing authority. The Awards of Excellence nominates organizations from among the Award of Merit winners each year. These awards are chosen by national juries and are presented at the annual National Conference and Exhibition and represent the very best in innovative programs in assisted housing and community development.





DIGITAL INCLUSION WEEK 2020

Since ConnectHomeSA's implementation in 2015, ConnectHomeSA has made ground in San Antonio bridging the digital divide to #ConnectAllConnectTodos to digital literacy training, devices, and connectivity. During Digital Inclusion Week, SAHA celebrates those who are now connected and those who are learning a new skill. SAHA exceeded its \$5,000 goal to support digital inclusion efforts occurring throughout the city. BBVA Compass donated \$5,000 to enroll 100 residents for digital literacy training.

SAMSAT AND CONNECTHOMESA AWARDEES

Four students participated in a STEM curriculum learning presented by the San Antonio Museum of Science and Technology (SAMSAT) in collaboration with ConnectHomeSA. The STEM curriculum included classes on robots, wind energy, video game design, and more. Each student attended at least 4 in-person class sessions at two SAHA properties between January and March, as well as six online class sessions between April and July. All together, students participated in more than 70 hours of STEM learning. This STEM opportunity was funded through a grant from Boeing. Refurbished laptops awarded to students were provided by Goodwill San Antonio, and the STEM curriculum was developed and taught by SAMSAT.

SAHA WI-FI EXPANSION PROJECT UPDATE

SAHA has begun expanding Wi-Fi access to public housing residents living at Cassiano Homes, Alazan-Apache, and Lincoln Heights Courts using solar-mesh technologies. SAHA garnered a \$100,000 grant from Mozilla and the National Science Foundation's Smart Community Challenge for the construction of SMARTI, a prototype that uses solar energy to access a local network and distribute free Wi-Fi to Cassiano Homes. VIA Technologies is partnering with SAHA on the second phase to implement the technology at the other two public housing communities.

