

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



## **BOARD OF COMMISSIONERS**

**Chairperson - Carl S. Richie, Jr.**

**Vice-Chairperson - Charles Bailey**

**2nd Vice-Chairperson - Mary Apostolou**

**Commissioner - Dr. Tyra Duncan-Hall**

**Commissioner - Edwina Carrington**

**Michael G. Gerber, President & CEO**

## **BOARD OF COMMISSIONERS**

### **Regular Meeting**

**Thursday, August 15, 2024**

**1:00 PM**

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

To attend via Zoom: <https://bit.ly/3WxLBxs> Meeting ID: 884 5695 9964

Passcode: 216878

Austin, TX

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

**TO BE HELD AT  
HACA Central Office, 1124 S. Interstate Highway 35  
To attend via Zoom: <https://bit.ly/3WxLBxs> Meeting ID: 884 5695 9964 Passcode: 216878  
Austin, TX  
(512.477.4488)**

**Thursday, August 15, 2024  
1:00 PM**

**CALL TO ORDER, ROLL CALL**

**CERTIFICATION OF QUORUM**

**Pledge of Allegiance**

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

**Citywide Advisory Board Update**

**CONSENT AGENDA**

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

**CONSENT ITEMS**

1. Presentation, Discussion, and Possible Action regarding the Approval of the Board Minutes Summary for the Board Meeting held on June 20, 2024

**ACTION ITEMS**

2. Presentation, Discussion, and Possible Action Regarding Resolution No. 02854: Approval of Contract Renewal for Family Eldercare to continue to provide resident services coordination to elderly and disabled adults at Lakeside, Salina, North Loop, and Gaston Place, and one Floating Service Coordinator for HACA family properties
3. Presentation, Discussion, and Possible Action Regarding Resolution No. 02855: Approval of a Contract to Verde Global Corporation for Exterior Renovation and Painting for Pathways at Georgian Manor Apartments
4. Presentation, Discussion, and Possible Action Regarding Resolution No. 02856: Ratification of an Award of Contract to Project Management Advisors, Inc. for Project Management Services on HACA Central Administration Facility Interior Renovations; Phase I
5. Presentation, Discussion, and Possible Action regarding Resolution No. 02857: Approving the purchase and replacement of five heavy duty trucks for property maintenance

6. Presentation, Discussion, and Possible Action on Resolution 02853: Amending the HACA Investment Policy to extend the term of any investment product from two (2) years to a period of up to five (5) years
7. Presentation, Discussion, and Possible Action on Resolution No. 02849 by the Board of Commissioners of the Housing Authority of the City of Austin (the “Authority”) to take the following actions with regard to the Bridge at Southpark Landing (the “Development”) in Austin, Texas: (i) acquire the site of the Development; (ii) lease the Development site to the owner of the Development; and (iii) such other actions necessary or convenient to carry out this Resolution
8. Presentation, Discussion, and Possible Action on Resolution No. 02858 by the Board of Commissioners of the Housing Authority of the City of Austin (the “Authority”) approving resolution of Austin Affordable PFC, Inc. providing for the issuance of its Multifamily Housing Revenue Bonds (Heritage Pointe Apartments) Series 2024A and Multifamily Housing Revenue Bonds (Heritage Pointe Apartments) Series 2024B; approving the form and substance of and authorizing the execution and delivery of documents and instruments necessary to carry out the financing of such multifamily rental residential development; and containing other provisions relating to the subject
9. Presentation, Discussion, and Possible Action on Resolution No. 02859 by the Board of Commissioners of the Housing Authority of the City of Austin (the “Authority”) approving resolution of Austin Affordable PFC, Inc. providing for the issuance of its Multifamily Housing Revenue Bonds (Kingswood Apartments) Series 2024; approving the form and substance of and authorizing the execution and delivery of documents and instruments necessary to carry out the financing of such multifamily rental residential development; and containing other provisions relating to the subject
10. Presentation, Discussion, and Possible Action on Resolution No. 02860 by the Board of Commissioners of the Housing Authority of the City of Austin (the “Authority”) to take the following actions with regard to Urban East Apartments Phase I (the “Development”) in Austin, Texas: (i) amend the ground lease covering the site of the Development; and (ii) such other actions necessary or convenient to carry out this Resolution

## **EXECUTIVE SESSION**

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

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

## **OPEN SESSION**

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

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

## ADJOURNMENT

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

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

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

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

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

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

**HOUSING AUTHORITY OF THE CITY OF AUSTIN**

**BOARD ACTION REQUEST**

**EXECUTIVE**

**ITEM NO. 1.**

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**MEETING DATE:** August 15, 2024

**STAFF CONTACT:** Michael Gerber, President & CEO

**ITEM TITLE:** Presentation, Discussion, and Possible Action regarding the Approval of the Board Minutes Summary for the Board Meeting held on June 20, 2024

**BUDGETED ITEM:** N/A

**TOTAL COST:** N/A

**ACTION**

The Board is being asked to review and approve the Board Minutes Summary for the Board Meeting held on June 20, 2024.

**ATTACHMENTS:**

- **20240620 HACA Minutes Summary**

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

**June 20, 2024**

**SUMMARY OF MINUTES**

**THE HOUSING AUTHORITY OF THE CITY OF AUSTIN (HACA) BOARD OF COMMISSIONERS REGULAR BOARD MEETING NOTICE WAS POSTED FOR 12:00 NOON ON THURSDAY, JUNE 20, 2024, AND WAS HELD AT THE HACA CENTRAL OFFICE, 1124 S. INTERSTATE HIGHWAY 35 AUSTIN, TX AND VIRTUALLY**

**CALL TO ORDER, ROLL CALL, CERTIFICATION OF QUORUM**

**Carl S. Richie, Jr.**, HACA Chairperson called the Board of Commissioners Regular Board Meeting of the Housing Authority of the City of Austin, of June 20, 2024, to order at 12:09 pm. The meeting was held at the HACA Central Office, 1124 S. Interstate Highway 35, Austin, TX and virtually

Roll call certified a quorum was present on the call.

**MEMBERS PRESENT:**

Carl S. Richie, Jr., Chairperson  
Chuck Bailey, Vice-Chairperson – arrived at 1:35 via Zoom  
Edwina Carrington, Commissioner – via Zoom  
Mary Apostolou, 2<sup>nd</sup> Vice-Chairperson  
Dr. Tyra Duncan-Hall, Commissioner

**MEMBER(S) ABSENT:**

**ALSO IN ATTENDANCE:**

Lauren Aldredge, Cokinos Law Firm  
Bill Walters, Coats Rose

**STAFF PRESENT:**

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

**PUBLIC COMMUNICATION - (3 minute time limit)**

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

Lacie Lugo, Apartment Concierge introduced her company once again.

**CITYWIDE ADVISORY BOARD (CWAB) – Lupe Garcia**, CWAB President, reported that the June CWAB Meeting was held on Tuesday, June 11th. **Lupe** also announced that the IMOMS Conference was the best one yet. **•Michael Roth**, HACA Vice President of Pathways of Asset Management, announced that Rent Café will be launching soon at Coronado and Gaston. Friendly reminder for residents to submit work orders when something in your unit is not working properly. Austin Energy has launched a new discount program, resident should be receiving a notice in the mail. **•Leilani Lim–Villegas**, HACA Senior Director of Community Development, Austin Pathways, announced that HACA received two HUD ROSS grants for Resident Opportunity and Self Sufficiency. This will increase resident services and complement our effort with the Family Self-Sufficiency Program. **•Leilani Lim–Villegas** reported Resident Council Training on Elections is scheduled on June 13-14 in person at HACA Central. **•Abby Bettini**, HACA Youth Services, reported that the Youth Incentive Trip is scheduled on August 8th for students who achieved A/B Honor Roll and Perfect Attendance. **•Murphy Roland**, HACA Workforce Development Manager, announced that the Literacy Coalition is providing GED classes at Chalmers East and Meadowbrook. HACA has 25 participants. **•Borami Lee**, HACA Health & Wellness Manager, reported Health & Digital Literacy Cohort #6 will be graduating next week and a celebration will be held at Salina. **•Catherine Crago**, HACA Head of Strategic Initiatives, reported that Thurmond Google Fiber is live. The next project is Lakeside.

**ITEMS WERE PRESENTED OUT OF ORDER**

**ACTION ITEMS**

**APPROVAL OF THE FOLLOWING ITEMS PRESENTED IN THE BOARD MATERIALS**

**ITEM 2: Presentation, Discussion, and Possible Action regarding Resolution No. 02848: Approval of an Award of Contract for Comprehensive Youth Development Club in the amount of \$210,000.00**

The Board was asked to approve a contract with the Boys & Girls Clubs of the Austin Area to provide Comprehensive Youth Development programs at Meadowbrook, Chalmers, and Booker T. Washington.

Engaging youth in activities that build academic, social, and interpersonal skills, while fostering positive relationships with caring adults is an important part of HACA's Youth Educational Success (YES) strategy. Programs such as youth development clubs for students who are residents of HACA PBRA communities are an essential part of the Housing Authority's ongoing effort to improve the education and economic wellbeing of its residents.

A Request for proposals (RFP) was issued on January 25, 2024, with a deadline of February 27, 2024. The RFP was posted on the eProcurement Marketplace. Twenty-six entities downloaded the solicitation from the eProcurement Marketplace, and 2 bid proposals were received.

The proposals were reviewed and scored by Abigail Bettini, Youth Educational Success Manager, Barbara Jackson, Austin Pathways Contractor, and Ralph Hill, Data Integrity Specialist.

Art Castillo, Sydney Trevino and Zena Campbell, Chief Executive Office of the Boys & Girls Club gave a quick presentation on their program and services.

Staff recommended that the Comprehensive Youth Development Contract is awarded to the Boys & Girls Club to serve Meadowbrook, Chalmers, and Booker T. Washington for \$210,000. This is a multi-year contract not to exceed 5 years.

**2<sup>nd</sup> Vice-Chairperson Apostolou** moved the Approval of Resolution No. 02848: Approval of an Award of Contract for Comprehensive Youth Development Club in the amount of \$210,000.00. **Commissioner Carrington** seconded the motion. The motion Passed (4-Ayes and 0-Nays).

**Chairperson Richie left the room at 12:30 pm. Commissioner Duncan-Hall presiding over the meeting.**

**ITEM 3: Presentation and Discussion of the Proposed Revisions to the Housing Choice Voucher Administrative Plan and PHA Annual Plan**

HUD requires a Housing Choice Voucher (HCV) Administrative Plan. The purpose of the HCV Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local goals and objectives contained in HACA's agency plan. The Administrative Plan is a supporting document to HACA's agency plan and is available for public review as required by CFR 24 Part 903. The HACA Board of Commissioners must approve the original policy and any subsequent changes to comply with HUD regulations.

**Housing Opportunity through Modernization Act (HOTMA) Summary of proposed changes**

The Housing Opportunity through Modernization Act of 2016 (HOTMA) was signed into law on July 29, 2016. HOTMA makes numerous amendments to Sections 3, 8, and 16 of the United States Housing Act of 1937 (1937 Act), including significant changes to income calculation, net family assets, and income reviews.

HUD finalized HOTMA rulemaking in 2023 to put Sections 102, 103, and 104 into effect through revisions to HUD's regulations found in 24 CFR Part 5 and 24 CFR Part 891.

- Section 102 addresses income reviews, including the frequency of income reviews, and revises the definitions of income and assets.
- Section 103 addresses public housing for over-income families.
- Section 104 sets asset limits for Section 8 Project-Based Rental Assistance and Section 202/8 programs.

Housing Authorities are required to update their policies to comply with HOTMA. HUD recognizes, however, that HOTMA includes significant program and systems changes, including the implementation of the Housing Information Portal (HIP) and software revisions, thus HUD extended the HOTMA implementation and compliance date to January 1, 2025. PHAs need to choose an implementation date and HACA staff recommends a HOTMA implementation date of January 1, 2025.

HACA subscribes to the Nan McKay revision service. Nan McKay has updated the model Housing Choice Voucher (HCV) Administrative Plan to incorporate HOTMA changes. Staff is incorporating these changes into the HCV Administrative Plan and preparing it to go out for public comment with the HOTMA changes by July 1, 2024.

The following highlights the most significant changes resulting from HOTMA for sections 102 and 104. This includes a summary of HOTMA changes with HACA decision points that staff will incorporate in the HCV Administrative Plan that will go out for public comment.

**Inflationary Adjustments Index** will adjust deductions for dependents and elderly/disabled families. **Dependent deduction of \$480 on January 1, 2024**, the dependent deduction will be adjusted annually based on HUD published inflationary adjustment. **The elderly/Disabled Family deduction** increases from \$400 to \$525 and applies at the family's next interim or reexamination. The deduction amount will increase annually based on the HUD-published inflationary adjustment. **Medical and Disability Assistance Expenses threshold** increases from 3% to 10% but will be phased in over two years with 5% and 7.5% thresholds each year.

**The method for calculating income for annual reexamination** will require reviewing the preceding 12 months. Interims and initial occupancy still consider current income when calculating future annual income.

**Assets of \$50,000** or less can be self-certified by the client but with verification every third year. Currently, the HCV policy allows for self-certification of assets of \$5,000 or less. Staff recommended allowing for self-certification of assets of \$50,000 or less with verification every three years, as HOTMA allows.

**Asset Restriction** – Housing Choice Voucher assistance may not be provided initially if the family has:

- 1) A present ownership interest in, legal right to reside in, and the effective legal authority to sell real property that is suitable for occupancy by the family as a residence
- 2) Net family assets exceeding \$100,000 (adjusted annually for inflation)

**The 10% interim decrease threshold** establishes that interim decreases less than 10% may be declined by the PHA and then considered at the annual reexamination. Staff recommends retaining the current policy of processing all interim decreases.

**Interim increases for unearned income** are required if the unearned income is 10% or more.

**Interim increases for earned income** may be considered and processed when new earned income increases by 10%. However, staff recommends not processing interim increases for earned income, consistent with the current HCV program interim policy. All earned income will be captured at the re-exam, as HOTMA requires annual income based on the previous 12 months.

**Earned Income Disallowance (EID)** is discontinued with no new enrollments as of 1-1-2024. EID sunsets 1-1-2026. HACA revised the EID policy regarding no new enrollments at the last HCV Admin Plan revision approved on December 15, 2023.

**De minimis errors**—PHA will not be considered out of compliance solely because of errors in calculating adjusted income of \$30 or less per month.

**Revisions to program definitions**, such as annual income, earned income, and assets. The regulation lists income that is excluded, and all income is included unless specifically excluded.

**Revisions to Inspection requirements** - Extensive revisions to reflect new inspection requirements which change from Housing Quality Standards (HQS) to National Standards for the Physical Inspection of Real Estate (NSPIRE).

The Board was asked to review the Summary of Key HOTMA Changes for the Housing Choice Voucher Program, and the Public Housing and Housing Choice Voucher Program List of Discretionary Policies to Implement HOTMA. Staff will consider the Board's policy recommendations and incorporate required and discretionary HOTMA policies into the current HCV Administrative Plan. HACA's Public Housing (PHA) Annual Plan will be modified to reflect the HCV Administrative Plan revisions. The revised HCV Administrative Plan and HACA's Annual Plan will be posted by July 1, 2024, for a 45-day public comment period and then presented to the Board for consideration and approval at the September 19, 2024, Board meeting.

The posting of the Housing Choice Voucher Administrative Plan and HACA's Annual Plan does not require a Board vote. The revised HCV Administrative Plan and HACA's Annual Plan will be posted by July 1, 2024, for a 45-day public comment period and then presented to the Board for consideration and approval at the September 19, 2024, Board meeting. Staff will update the Board on the projected timeline to incorporate HOTMA changes.

**Chairperson Richie returned to the room at 1:00 pm**

## **CONSENT ITEMS**

**APPROVAL OF THE FOLLOWING ITEMS PRESENTED IN THE BOARD MATERIALS**

**ITEM 1: Presentation, Discussion, and Possible Action regarding the Approval of the Board Minutes Summary for the Board Meeting held on May 16, 2024**

**2<sup>nd</sup> Vice-Chairperson Apostolou** moved the Approval of the Board Minutes Summary for the Board Meeting held on May 16, 2024. **Commissioner Carrington** seconded the motion. The motion Passed (4-Ayes and 0-Nays).

**ITEMS WERE PRESENTED OUT OF ORDER**

**Vice-Chairperson Bailey arrived (via Zoom) at 1:35 pm**

**ITEM 4: Presentation, Discussion, and Possible Action on Resolution No. 02850 by the Board of Commissioners of the Housing Authority of the City of Austin approving resolution of Austin Affordable PFC, Inc. providing for the issuance of its Multifamily Housing Revenue Bonds (Village at Collinwood Apartments) Series 2024A and Multifamily Housing Revenue Bonds (Village at Collinwood Apartments) Series 2024B; approving the form and substance of and authorizing the execution and delivery of documents and instruments necessary to carry out the financing of such multifamily rental residential development; and containing other provisions relating to the subject**

Austin Affordable Housing Corporation was presented with an opportunity to partner with April Housing on the acquisition and rehabilitation of an existing development located at 1000 Collinwood West Drive, Austin, Texas 78753 in the Austin city limits. This property was built using tax credits and has reached its 15-year compliance period expiration. The project (Village at Collinwood) consists of 174 senior apartment units serving residents at or below 60% Area Median Income. The board saw this project originally in September of 2023 for the bond inducement resolution and again in February 2024 for the tax credit application resolution.



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

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

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

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

**Commissioner Duncan-Hall** moved the Approval of Resolution No. 02850 by the Board of Commissioners of the Housing Authority of the City of Austin approving resolution of Austin Affordable PFC, Inc. providing for the issuance of its Multifamily Housing Revenue Bonds (Village at Collinwood Apartments) Series 2024A and Multifamily Housing Revenue Bonds (Village at Collinwood Apartments) Series 2024B; approving the form and substance of and authorizing the execution and delivery of documents and instruments necessary to carry out the financing of such multifamily rental residential development; and containing other provisions relating to the subject in an amount not to exceed \$24,800,000. **2<sup>nd</sup> Vice-Chairperson Apostolou** seconded the motion. The motion Passed (5-Ayes and 0-Nays).

**ITEM 5: Presentation, Discussion, and Possible Action on Resolution No. 02851 by the Board of Commissioners of the Housing Authority of the City of Austin approving resolution of Austin Affordable PFC, Inc. providing for the issuance of its Multifamily Housing Revenue Bonds (Eagle's Landing Family Apartments) Series 2024A and Multifamily Housing Revenue Bonds (Eagle's Landing Family Apartments) Series 2024B; approving the form and substance of and authorizing the execution and delivery of documents and instruments necessary to carry out the financing of such multifamily residential development; and containing other provisions relating to the subject**

Austin Affordable Housing Corporation was presented with an opportunity to partner with April Housing on the acquisition and rehabilitation of an existing development located at 8000 Decker Lane, Austin, Texas 78724 in the Austin 2-mile extraterritorial jurisdiction (ETJ). This property was built using tax credits and has reached its 15-year compliance period expiration. The project (Eagle's Landing) consists of 240 family apartment units serving residents at or below 50% Area Median Income. It is located in the Manor ISD and the schools that will serve this property are: Decker Elementary, Decker Middle School, and Manor High School. The board saw this project originally in September of 2023 for the bond inducement resolution and again in February 2024 for the tax credit application resolution.

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

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

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

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

**Commissioner Duncan-Hall** moved the Approval of Resolution No. 02851 by the Board of Commissioners of the Housing Authority of the City of Austin approving resolution of Austin Affordable PFC, Inc. providing for the issuance of its Multifamily Housing Revenue Bonds (Eagle's Landing Family Apartments) Series 2024A and Multifamily Housing Revenue Bonds (Eagle's Landing Family Apartments) Series 2024B; approving the form and substance of and authorizing the execution and delivery of documents and instruments necessary to carry out the financing of such multifamily residential development; and containing other provisions relating to the subject in an amount not to exceed \$45,000,000. **2<sup>nd</sup> Vice-Chairperson Apostolou** seconded the motion. The motion Passed (5-Ayes and 0-Nays).

#### **EXECUTIVE SESSION**

The Board did not recess into Executive Session.

**REPORTS**

- **Mike Gerber** reminded everyone of upcoming events. Resident Scholarship Ceremony, July 26, Landlord Summit, mid-September.
- **Mr. Gerber** announced that there will not be a July Board Meeting. Next meeting will be August 15.
- **Commissioner Apostolou** announced that she has breast cancer and will be undergoing surgery in the near future.

**Employee of the Quarter:** Angie Cortez was named Employee of the Quarter for the 1<sup>st</sup> Quarter of 2024-2025. Angie was awarded a plaque and a day off. A celebration for Angie was held after the meeting to celebrate Angie’s 50 years with the agency.

**Commissioner Duncan-Hall** moved to adjourn the meeting. **2<sup>nd</sup> Vice-Chairperson Apostolou** seconded the motion. The motion Passed (5-Ayes and 0-Nays).

The meeting adjourned at 2:18 pm.

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**Michael G. Gerber, Secretary**

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**Chairperson**

# HOUSING AUTHORITY OF THE CITY OF AUSTIN

## BOARD ACTION REQUEST

### RESOLUTION NO. 02854

#### AUSTIN PATHWAYS

#### ITEM NO. 2.

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**MEETING DATE:** August 15, 2024

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

**ITEM TITLE:** Presentation, Discussion, and Possible Action Regarding Resolution No. 02854: Approval of Contract Renewal for Family Eldercare to provide resident services coordination to elderly and disabled adults at Lakeside, Salina, North Loop, and Gaston Place, and one Floating Service Coordinator for HACA family properties

**BUDGETED ITEM:** Yes

**TOTAL COST:** \$202,423

#### ACTION

The Board is being requested to approve a five-year contract with an annual 3% cost of living adjustment for Family Eldercare to continue providing resident coordination services.

#### SUMMARY

##### ***Background:***

HACA has contracted with Family Eldercare since 2009. Family Eldercare provides the necessary expertise to address elderly and disabled issues with HACA residents, including mental health and aging in place activities. Family Eldercare has consistently met or exceeded their contract outcomes each year. The strategy to request a 5-year extension is to ensure that Austin Pathways can forecast the necessary budget and to secure elderly services on a long-term basis. Family Eldercare was awarded through the Request for Proposal Process in 2009, and was approved and designated by HUD to be a sole source provider.

##### ***Process:***

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

##### ***Staff Recommendation:***

Staff recommends that Family Eldercare be awarded a five-year contract renewal to provide service coordination to elderly and disabled adults at Lakeside, Salina, North Loop, and Gaston Place, and one Floating Service Coordinator for HACA family properties. A 3 percent cost of living adjustment will be applied with each annual renewal.

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**RESOLUTION NO. 02854**

**APPROVAL OF AWARD OF CONTRACT RENEWAL TO FAMILY ELDERCARE TO PROVIDE RESIDENT SERVICES COORDINATION TO HACA'S ELDERLY AND DISABLED ADULTS**

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

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

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

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

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

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

**WHEREAS**, the Contractor has satisfactorily performed the requested services since 2009 and continues to be capable of fulfilling all requirements as set forth in this Contract and is willing to provide the necessary goods and services as established herein. Services will continue to be provided at the following HACA Pathways properties: Lakeside, Salina, North Loop, Gaston Place and family properties.

**NOW, THEREFORE, BE IT RESOLVED**, that the Housing Authority of the City of Austin Board of Commissioners approves the renewal of the Family Eldercare contract from August 1, 2024 through March 31, 2029 in the amount of \$202,423 for the first year, with a 3 percent cost of living adjustment applied with each subsequent annual renewal.

**PASSED, APPROVED, AND ADOPTED** this 15th day of August 2024.

\_\_\_\_\_  
**Michael G. Gerber, Secretary**

\_\_\_\_\_  
**Carl S. Richie, Jr., Chairperson**

**HOUSING AUTHORITY OF THE CITY OF AUSTIN**

**BOARD ACTION REQUEST**

**RESOLUTION NO. 02855**

**PLANNING AND DEVELOPMENT**

**ITEM NO. 3.**

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**MEETING DATE:** August 15, 2024

**STAFF CONTACT:** Jimi Teasdale, Planning & Development Director

**ITEM TITLE:** Presentation, Discussion, and Possible Action Regarding Resolution No. 02855: Approval of a Contract to Verde Global Corporation for Exterior Renovation and Painting for Pathways at Georgian Manor Apartments

**BUDGETED ITEM:** Yes

**TOTAL COST:** \$150,328.09

**ACTION**

The Board is being asked to approve a contract to Verde Global Corporation for Exterior Renovation and Painting for Pathways at Georgian Manor Apartments.

**SUMMARY**

***Background:***

As part of ongoing improvements to PBRA properties in HACA's Low Income Housing (LIH) portfolio, the Planning & Development Dept. will now address the Pathways at Georgian Manor Apartments with a comprehensive exterior renovation and painting project for all buildings of the site. Work will include, but not be limited to, siding, wood, and masonry repairs on all 41 structures on the property, replacement of all Unit numbers, and installation of new building numbers.

***Process:***

An Invitation for Bid was advertised in The Austin American Statesman on Monday, May 20, 2024 and again on Tuesday, May 28, 2024, and faxed Monday, May 20, 2024 to the minority/small business organizations designated in the HACA Procurement Policy. The IFB was also sent to numerous plan rooms and advertised on the HACA website and in the Housing Agency Marketplace e-procurement website.

Thirty-One (31) Project Manuals were distributed and Seven (7) Bid Proposals were submitted. Bids were received electronically on Friday, June 21, 2024 by 5:00 p.m., local time.

***Staff Recommendation:***

Staff recommends award to Verde Global, based on the lowest responsive and responsible bid submitted, and subsequent satisfactory reference verifications.

## **ATTACHMENTS:**

- ▣ **Bid Process/Summary of Bids**
- ▣ **Reference Verifications**

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**RESOLUTION NO. 02855**

**APPROVING THE AWARD OF CONTRACT FOR EXTERIOR RENOVATION AND  
PAINTING FOR PATHWAYS  
AT GEORIGAN MANOR APARTMENTS**

**WHEREAS**, On June 21, 2024, the Housing Authority of the City of Austin received bid submissions electronically for Exterior Renovation and Painting for Pathways at Georgian Manor Apartments; and

**WHEREAS**, it is the recommendation of the President and CEO that the bid submitted by Verde Global Corporation be accepted as the lowest responsive and responsible bid in the amount of \$150,328.09; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Housing Authority Board of Commissioners authorizes the President and CEO to accept the bid as submitted by Verde Global Corporation and award such contract;

**PASSED, APPROVED AND ADOPTED** this 15<sup>th</sup> day of August 2024.

**Michael G. Gerber, Secretary**

**Carl S. Richie, Jr., Chairperson**

**BID PROCESS:** An Invitation for Bid was advertised in *The Austin American Statesman* on Monday, May 20, 2024 and again on Tuesday, May 28, 2024, and faxed Monday, May 20, 2024 to the minority/small business organizations designated in the HACA Procurement Policy. The IFB was also sent to numerous plan rooms and advertised on the HACA website and in the Housing Agency Marketplace e-procurement website.

Thirty-One (31) Project Manuals were distributed and Seven (7) Bid Proposals were submitted. Bids were received electronically on Friday, June 21, 2024 by 5:00 p.m., local time.

<b>Plan Holder</b>	<b>Bid Amount</b>	<b>MBE/WBE</b>
Virtual Builders Exchange 4047 Naco-Perrin Suite 100 San Antonio, TX 78217 210-564-6900; Contact: Heather Hope	<u>NO BID RECEIVED</u>	NO
McGraw Hill Construction Dodge Reports 4300 Beltway Place Suite 180 Arlington, TX 76018 817-375-2955; Contact: Plan Center/Kirstin Klutch	<u>NO BID RECEIVED</u>	NO
Reed Construction Data 30 Technology Parkway South Suite 500 Norcross, GA 30092-2912 800-876-4045; Contact: Lourd Abad/Document Processing Center	<u>NO BID RECEIVED</u>	NO
Associated General Contractors of America San Antonio Chapter 10806 Gulfdale San Antonio, TX 78216 210-349-4921; Contact: Mary Lugo/Dana Marsh	<u>NO BID RECEIVED</u>	NO
Construction Data-CDC-News 4201 West Parmer Lane Bldg. # Suite 200 Austin, TX 78727 800-872-7878; Contact: Plan Room Center/Toni Lawson	<u>NO BID RECEIVED</u>	NO
AGC Austin 609 South Lamar Austin, TX 78704 512-804-2796; Contact: Toni Osberry	<u>NO BID RECEIVED</u>	NO
CMD 333 E. Butterfield Road, Suite 600 Lombard, IL 60148 630-258-7983; Contact: Sherwin De Peralta/Fonda Rosenfeldt	<u>NO BID RECEIVED</u>	NO
Construct Connect 3825 Edwards Road, Suite 800 Cincinnati, OH 45209 1-800-364-2059, ext 702; 800-761-4347 Contact: Kyle Bellomy	<u>NO BID RECEIVED</u>	NO
AMTEK Information Services (Austin Plan Room) 7801 N. Lamar, Suite-A137 Austin, TX 78752 512-323-0508; Contact: John Rugh	<u>NO BID RECEIVED</u>	NO



- **AWARD OF CONTRACT:** Bids were submitted electronically opened and recorded by **James Teasdale, Planning & Development Director, and Christina Huerta, Modernization Specialist.**
- The low bidder for Pathways at Georgian Manor, *Verde Global Corporation dba Verde Painting Pros* was determined to be responsive – Bid Proposal, Bid Bond, Non-Collusive Affidavit, Certification of Bidder Regarding Debarment and Suspension, Equal Employment Opportunity, and Statement of Contractor's/Bidder's Qualification , Vendor Data Sheet and W-9 were complete & executed, as required.
- Reference verifications for Verde Global Corporation, were performed, with all positive results.

**Vendors Who Have Downloaded Solicitation #: HACA Project #2024-06 Exterior Renovation for Pathways @ Georgian Manor - Exterior Renovation/Painting for Pathways @ Georgian Manor**

Total # of companies: 31  
Total # of individuals: 32

Do you wish the prospective proposers to see this list?

Note: Date/Time Viewed and Submission Status will NOT be shown to vendors.

Currently prospective proposers CANNOT see this list.

[Click here for Submission Status definitions](#)

<u>Company</u>	<u>Date/Time Downloaded</u>	<u>Contact Name</u>	<u>Phone</u>	<u>City, State</u>	<u>MWBE Status</u>	<u>Submission Status</u>
<a href="#">1919 Architects</a>	06/11/2024 02:00 PM CDT	Tabitha Billy	815-229-8222	Rockford, IL		
<a href="#">All American construction and landscaping</a>	05/20/2024 11:42 AM CDT	Cody Trapp	512-690-6702	Jarrell, TX		
<a href="#">American builders</a>	05/28/2024 12:48 AM CDT	James Taylor	832-840-4029	Houston, TX	Hispanic-American Business Enterprise	
<a href="#">Amtek USA, Austin</a>	05/20/2024 08:36 AM CDT	Kaylan Wardlaw	512-323-0508	Houston, TX		
<a href="#">ConstructConnect</a>	05/21/2024 03:32 AM CDT	Ryan Cahill	800-364-2059 Ext. 7091	Cincinnati, OH		N/A
<a href="#">Constructinople</a>	05/28/2024 03:45 PM CDT	Mudassir Ansari	737-202-1528	Austin, TX	Woman-owned Business Enterprise	Responded 06/21/2024 02:16 PM <a href="#">1 attachment(s)</a>
<a href="#">Construction Bid Source</a>	05/22/2024 05:15 PM CDT	Mlantz Unknown		Templeton, CA	Woman-owned Business Enterprise	N/A
<a href="#">Construction Bid Source</a>	05/25/2024 02:13 PM CDT	Pearl Regis	209-772-3670	Templeton, CA	Woman-owned Business Enterprise	N/A
<a href="#">Crescent Construction Co.</a>	05/31/2024 08:34 AM CDT	Regis Matejck	512-481-2395	Austin, TX		
<a href="#">Crystal Roofing</a>	05/22/2024 10:48 AM CDT	Benny Devassykutty	469-422-8945	Lewisville, TX	Asian Indian-American Business Enterprise	Will Submit
<a href="#">Deltex</a>	05/20/2024 11:49 AM CDT	Source Management	206-373-9500	Herndon, VA		
<a href="#">DH &amp; Company</a>	05/22/2024 12:13 AM CDT	Dara Harsh	888-447-2348 Ext. 48	Maricopa, AZ		
<a href="#">Dodge Data and Analytics</a>	05/21/2024 11:07 AM CDT	Brandi Flanagan	817-527-8232	Grand Prairie, TX		N/A
<a href="#">DSW Homes, LLC</a>	05/24/2024 09:15 AM CDT	Devon Littlefield	409-744-3400 Ext. 107	Friendswood, TX		Responded 06/21/2024 02:50 PM <a href="#">1 attachment(s)</a>
<a href="#">Integrated Marketing Systems</a>	05/24/2024 05:11 AM CDT	Brannon Cody	858-490-8800	San Diego, CA		
<a href="#">JG Arcoiris Painting Contractors, LLC</a>	05/20/2024 08:18 AM CDT	Jose/adriana Gamez/campbell	512-389-3933	Austin, TX	Hispanic-American Business Enterprise	Responded 06/21/2024 11:29 AM <a href="#">7 attachment(s)</a>
<a href="#">JMF Consulting</a>	05/23/2024 05:00 AM CDT	Jenny Flanagan	858-490-8823	San Diego, TX	Woman-owned Business Enterprise	
<a href="#">Jonestar Construction LLC</a>	06/10/2024 02:20 PM CDT	Tyler Jones	832-444-2908	Cedar Park, TX		
<a href="#">Malor &amp; Company Inc</a>	06/15/2024 09:13 PM CDT	Garly Benoit	212-498-9732	New York, NY	African-American Business Enterprise	
<a href="#">MVP Property Maintenance LLC</a>	05/31/2024 12:14 PM CDT	Ilias Frangopoulos	330-953-3854	Poland, OH		
<a href="#">North America Procurement Council Inc., PBC</a>	05/27/2024 05:00 AM CDT	Eric Johnson	302-450-1923 Ext. 00	Grand Junction, CO		N/A
<a href="#">PMGR Development Group Corp</a>	05/21/2024 12:02 PM CDT	Mike Mahoney	832-938-2084	Houston, TX	Hispanic-American Business Enterprise	
<a href="#">Prestige</a>	05/21/2024 02:51 PM CDT	Marvin Peraza	713-647-2953	Houston, TX	Hispanic-American Business Enterprise	Will Submit
<a href="#">Prestige Building Group</a>	05/31/2024 03:37 PM CDT	Marvin Peraza	713-647-2953	Houston, TX	Hispanic-American Business Enterprise	Responded 06/21/2024 02:55 PM <a href="#">1 attachment(s)</a>

<a href="#">PWXPRESS</a>	05/20/2024 02:33 PM CDT	Mary Miller	408-676-8941	Jacksonville, FL	Woman- owned Business Enterprise	
<a href="#">Rutherford Services, Inc.</a>	05/29/2024 06:12 PM CDT	Steve Rutherford	972-691-7500	Carrollton, TX	Woman- owned Business Enterprise	Responded 06/21/2024 01:47 PM <a href="#">1 attachment(s)</a>
<a href="#">TShayenterprise</a>	06/04/2024 10:11 AM CDT	Tamara Shay	253-985-6691	Tacoma, WA		
<a href="#">Unity Contractor Services, Inc</a>	05/20/2024 08:16 AM CDT	Samantha House	512-926-8065	Austin, TX	African- American Business Enterprise	Responded 06/21/2024 04:26 PM <a href="#">1 attachment(s)</a>
<a href="#">Verde Global Corporation</a>	05/28/2024 10:46 PM CDT	Nicole Baldwin	832-773-0388	Katy, TX	Woman- owned Business Enterprise	Responded 06/21/2024 04:28 PM <a href="#">5 attachment(s)</a>
<a href="#">Vincent's Roofing, Inc.</a>	05/29/2024 03:30 PM CDT	Steve Velasquez	979-247-4587 Ext. 117	La Grange, TX	Hispanic- American Business Enterprise	
<a href="#">Vincent's Roofing, Inc.</a>	05/28/2024 01:44 PM CDT	Theresa Chovanec	979-247-4587 Ext. 114	La Grange, TX	Hispanic- American Business Enterprise	
<a href="#">Virtual Builders Exchange</a>	05/28/2024 01:58 PM CDT	Jeannette Olguin	210-564-6900 Ext. 124	San Antonio, TX		

### Supplier Diversity Classification Totals

PLEASE NOTE: Some firms may be classified in multiple categories, which may result in percentages being more than 100%.

**African-American Business Enterprise: 2** (6%)  
**Asian Indian-American Business Enterprise: 1** (3%)  
**Hispanic-American Business Enterprise: 7** (22%)  
**None (not Woman- or Minority-owned): 15** (47%)  
**Woman-owned Business Enterprise: 7** (22%)

**Section 3 Business: 2** (6%)

Contact

Customer Support: 866-526-9266

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**BID TABULATION**

HOUSING AUTHORITY OF THE CITY OF AUSTIN  
 PROJECT #2024-06  
 EXTERIOR RENOVATION  
 PATHWAYS @ GEORGIAN MANOR  
 BID OPENING BY ELECTRONIC SUBMISSION  
 JUNE 21, 2024 BY 5:00PM

CONSTRUCTINOPE															
BID BOND	LUMP SUM BASE BID #1	BID ALTERNATE ADD SECOND TOPCOAT PAINT ITEM 2	BID ALTERNATE REPOINT 10% BRICK MORTAR ITEM 3	UNIT PRICE PER LFT FIBER CEMENT SIDING ITEM 4	UNIT PRICE PER LFT REPLMT OF ALUMINUM DRIP EDGE AT ROOF ITEM 5	UNIT PRICE REPLMT ONE (1) WOOD PORCH POST ITEM 6	UNIT PRICE PER LFT REPLMT OF WOOD FASCIA BOARD ITEM 7	UNIT PRICE PER SQFT REPLMT OF FIBER CEMENT SOFFIT ITEM 8	UNIT PRICE FOR REPLMT OF ONE (1) GABLE LOUVER VENT ITEM 9	UNIT PRICE PER LFT REPLMT WOOD DOOR TRIM ITEM 10	UNIT PRICE PER LFT REPLMT WOOD WINDOW TRIM ITEM 11	UNIT PRICE RESEALING THE GLAZING ON ONE (1) WINDOW ITEM 12	UNIT PRICE PRIME & PAINT ALL PIPE PENETRATIONS ON ALL ROOFS ITEM 13	ADDENDUMS #1 ACKNOWLEDGED	DAYS TO COMPLETE
YES	\$260,000.00	\$60,000.00	\$1,750.00	\$60.00	\$90.00	\$450.00	\$60.00	\$65.00	\$150.00	\$50.00	\$50.00	\$150.00	\$800.00	YES	120 CALENDAR DAYS
DSW HOMES, LLC															
YES	\$480,612.39	\$44,360.49	\$50,700.42	\$10.99	\$12.22	\$440.26	\$19.10	\$13.76	\$729.41	\$9.05	\$12.87	\$204.97	\$7,690.80	YES	60 CALENDAR DAYS
JG PAINTING CONTRACTORS, LLC															
YES	\$131,587.00	\$39,477.00	\$600.00	\$12.00	\$6.00	\$95.00	\$12.00	\$15.00	\$450.00	\$6.00	\$6.00	\$35.00	\$150.00	YES	90 CALENDAR DAYS
PRESTIGE BUILDING GROUP															
YES	\$141,000.00	\$128,000.00	\$9,800.00	\$32.00	\$33.00	\$1,600.00	\$60.00	\$210.00	\$1,800.00	\$1,800.00	\$66.00	\$300.00	\$33,000.00	YES	120 CALENDAR DAYS
RUTHERFORD SERVICES, INC.															
YES	\$238,184.00	\$44,530.00	\$39,000.00	\$14.00	\$6.00	\$245.00	\$18.00	\$8.00	\$1,025.00	\$85.00	\$9.00	\$55.00	\$80.00	YES	90 CALENDAR DAYS
UNITY CONTRACTOR SERVICES, INC.															
YES	\$297,820.00	\$50,000.00	\$20,000.00	\$19.00	\$4.00	\$550.00	\$18.00	\$30.00	\$750.00	\$18.00	\$18.00	\$250.00	\$24,000.00	YES	150 CALENDAR DAYS
VERDE GLOBAL CORPORATION DBA VERDE PAINTING PROS															
YES	\$128,951.80	\$19,500.00	\$1,777.84	\$8.88	\$69.29	\$212.97	\$9.89	\$3.27	\$106.68	\$8.87	\$8.87	\$53.77	\$48.11	YES	78 CALENDAR DAYS

REFERENCE VERIFICATION:

COMPANY: Verde Global Corporation dba Verde Painting Pros

PROJECT: #2024-06-Exterior Renovation & Painting for Pathways @ Georgian Manor, Under R4R-2024

**Source:**

1. Texas Health and Human Services-Phone: 956-364-8315; Rio Grande State Hospital in Harlingen, TX.

Contact: Ms. Leslie Gomez; Financial Officer / Director of Fiscal & Support Services- Amount of Contract: 27K+

**Comments:** Exterior Painting of Rio Grande State Hospital Outpatient Clinic Building 500 in the approximate dollar amount of \$27K+. Project was completed on time before end of year deadline 08/30/23. They started on 08/21/23 and estimated a 5-day deadline and estimated weather factors. This was the first project with Verde Global. Administrative responsibilities were handled professionally and accurate. Yes, there were change orders on project; Verde Global was willing to meet the paint color choices requested. There was an additional cost for repainting one canopy due to debris on a tree. The negotiation was fair. The contractor team seemed experienced, adequate crew size, and provided good quality workmanship. Not sure if the contractor provided required insurance, builders' risk coverage, and bonds for the project the HHSC Purchaser handled requirements. No issues regarding full warranty or a need for warranty call in the first year, post completion. Yes, would work with Verde Global again. No problems or issues at all with traveling from Houston to Harlingen. During our project, there was a crew in the lower Rio Grande Valley that was working on another similar project at Department of Public Safety in Harlingen, TX and a State School in Edinburg, TX. Verde Global is very professional. The project was on task and completed by requested deadline before end of year 8/31/24. Verde was knowledgeable with the equipment and supplies, for example the painting needs for outside and metal. Nicole Baldwin was the project coordinator for us. She and her Team and great.

2. Metro Transit Authority - Houston - Phone: 713.739.4626

Contact: Program Manager/Mechanical Engineer – Mr. Pablo F. Valle- Amount of Contract - \$9K+

**Comments:** Verde Painting Pros performed a pavement restriping project for our Cypress Park & Ride Garage. This work consists of furnishing all the necessary equipment, labor, materials, personnel, construction barricades, and supervision to repair the exterior building lighting at Cypress Park & Ride Garage. The major work elements consist of: Restripe the red fire lane surrounding the parking garage. Restripe the bus lane pavement markings. Yes, the project was completed on time and within budget. This was the first project my Team and I work with the firm. The firm was very professional and accurate with their administrative responsibilities. There were no change orders on this project. The Contractor team were experienced, with adequate crew size, and great quality workmanship. Yes, the firm provided all necessary insurance requirements to our Risk Management Division. So far we have not has any issues with warranty. This project was completed about a month ago. Absolutely. We would be more than happy to work with Verde Global Corporation again.

3. Texas Department of Transportation – Travel Information Division Harlingen Center Phone – 956-428-4477; Contact: Ms. Angie Martinez, Project Coordinator in the amount of approximately \$81 K+

**Comments:** The project was performed for the Texas Department of Transportation – Travel Information Division consisting of stucco renovation/remediation and painting was performed. The project was completed on time, there were only a few delays due to weather and material orders. The vendor worked with us less than a year and included 2 consecutive projects on our exterior stucco walls. Verde Global adhered to all policies and procedures with the Texas Department of Transportation's requisites. There were change orders as there was more damage than expected and Verde Global provided a reasonable estimate, in which was immediately approved, and they were able to smoothly transition to completing the additional work. Global Verde, as a small business, provided a small team, yet each with ample experience crew as well as provided quality work. As per our TXDOT policies, all insurances requirements have to be met in order to begin the job. Regarding full warranty or the need for warranty call in the first year, post completion is not applicable as the period of completion was very recent. We have no concerns at this time. We would be more than happy to have Verde Global as a vendor again. They were a great example of a small business providing competitive skill and performance.

4. Welluv Homes – Interior/Exterior Painting Residential Homes - Phone – 651.303.8063; Contact: Ms. Yvette Moore, Procurement Manager in the amount of approximately \$370K+

**Comments:** Verde Global worked with us on a home restoration project painting and performing additional task such as drywall repair as needed. They painted the interior of 3–4-bedroom homes and exterior of homes that were one and two stories. There were roughly around 90 homes that were part of this project. Yes, the homes were completed on time and within budget. This was our first project with Verde Global. We will be hiring them for our next development in Los Angeles, CA. From our understanding, all payroll was handled well. Their employees mentioned receiving bonuses and arranged housing for those who travelled to the work site. No change orders needed. Yes, the contractor’s employees were extremely professional and performed excellent quality work. The crew size was adequate to perform the contract work. Verde Global was required to provide workers compensation auto and general liability insurance for this project. No bond was required. No issues with warranty. We will be hiring them for our next development. Yes, we will work with Verde Global Corporation dba Verde Painting Pros again. Working with Nicole and Verde Global has been a breath of fresh air. Nicole is very hands on and makes sure her employees give 100% on the job. During every site visit, Nicole not only ensured her employees were doing a quality job, but she also ensured their safety and wellness as well as rolled up her sleeves and painted, drilled and did whatever else she could do to help her team out. Nicole was truly dedicated to making sure the project was a success.

# HOUSING AUTHORITY OF THE CITY OF AUSTIN

## BOARD ACTION REQUEST

### RESOLUTION NO. 02856

#### PLANNING AND DEVELOPMENT

#### ITEM NO. 4.

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**MEETING DATE:** August 15, 2024

**STAFF CONTACT:** Sylvia C. Blanco, Chief Operating Officer

**ITEM TITLE:** Presentation, Discussion, and Possible Action Regarding Resolution No. 02856: Ratification of an Award of Contract to Project Management Advisors, Inc. for Project Management Services on HACA Central Administration Facility Interior Renovations; Phase I

**BUDGETED ITEM:** Yes

**TOTAL COST:** \$114,600.00

#### ACTION

The Board is being asked to ratify an award of contract for Project Management Services on HACA Central Administration Facility Interior Renovations; Phase I.

#### SUMMARY

##### ***Background:***

A fire incident in the HACA Central Administration Building in 2023 required some selective demolition, furniture and furnishings disposal, and extensive repair and renovation needs to the directly affected spaces of the first and second floors. These spaces included the offices of the Southwest Housing Compliance Corporation (SHCC), Austin Affordable Housing Corporation, (AAHC), HACA Compliance Dept., Admissions Dept., and the entire cafeteria dining area, the serving area, the kitchen, and related equipment. HACA is taking this opportunity to modernize and upgrade these areas to provide employees a more modern and invigorating work office experience. The depth and complexity of planned work scope is exciting, but challenging, and the only real renovation and improvement that these areas have had in almost 20 years of occupancy. Externally contracted professional project management is the best approach for comprehensive oversight and controls to provide the best outcomes, as well as manage problem issues and costs, for this important project. HACA staff do not have the time to perform these duties to the degree necessary, and maintain their own workloads.

##### ***Process:***

HACA worked with its' contracted design firm, Urban Foundry Architecture (UFA), on recommendations for project management. Three separate firms were interviewed, and were provided a tour of the HACA facility to discuss scope, project needs, phasing/scheduling, etc. Proposals were received from each firm for the project management services.

***Staff Recommendation:***

Staff recommends award based on in-person interviews, internal discussions, including importantly, HACA's desired timeline for the project, provided project experience and histories, staff believes that Project Management Advisors, Inc. (PMA), should be selected and engaged as the best choice for HACA's needs for the project. Staff recommends award to Project Management Advisors, Inc., at the proposed fixed-fee cost of \$114,600.

**ATTACHMENTS:**

- ▣ **Bid Summary/PMA Proposal**
- ▣ **PMA Contract**



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**RESOLUTION NO. 02856**

**RATIFYING AND APPROVING THE AWARD OF CONTRACT FOR PROJECT  
MANAGEMENT SERVICES ON HACA CENTRAL ADMINISTRATION FACILITY  
INTERIOR RENOVATIONS, PHASE I**

**WHEREAS**, On June 18, 2024, the Housing Authority of the City of Austin received proposal submissions electronically and contract signed August 7, 2024 for Project Management Services on HACA Central Administration Facility Interior Renovations, Phase I; and

**WHEREAS**, it is the recommendation of the President and CEO that the proposal submitted and contract signed by Project Management Advisors, Inc. be accepted as the lowest responsive and responsible proposal and contract in the amount of \$114,600.00; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Housing Authority Board of Commissioners authorizes the President and CEO to accept the proposal as submitted by Project Management Advisors, Inc. and award such contract;

**PASSED, APPROVED AND ADOPTED** this 15<sup>th</sup> day of August 2024.

**Michael G. Gerber, Secretary**

**Carl S. Richie, Jr., Chairperson**

## Summary of Proposal Selection for Project Management on HACA Interior Renovations Phase 1 - July 2024

FIRM	CONTACT PERSON	TOTAL PRICE	COMMENTS
Jones Lang LaSalle Americas, Inc.	May Vlaming	\$112,560.00	Proposal provides for a 12 month timeline.
	Senior Vice President	"Total Fee"	
	Project and Development Services		
<b>Project Management Advisors</b>	<b>Ross Anders</b>	<b>\$114,600.00</b>	<b>Proposal provides for a 9 month timeline, understanding HACA's desire to expedite and complete project in quickest fashion.</b>
	<b>Vice President &amp; General Manager</b>	<b>"Fixed Fee"</b>	
		<b>AWARD RECOMMENDED</b>	
Proctor Management	Ryan Grotzinger	\$120,000.00	Proposal provides for a 18 month timeline
	Project Manager	Based on project duration	

**Procurement** - Proposals were requested for project management on HACA Interior Renovations, Phase 1. Recommendations for three separate firms were provided by HACA's Architecture and Design firm for the project, Urban Foundry Architecture, who reported satisfactory prior project experience with each firm. All three firms provided excellent proposals, experience, and impressive project histories with emphasis on projects similar to HACA's Phase 1 plans. and project expectations. HACA staff met with all three firms separately, to walk the bldg. and project areas, and discuss specifics of the project, including desired timelines, approaches and methods of project implementation, solicitation of General Contractors, and the potential phased delivery of certain milestones of the planned work. A question and answer discussion with each proposing firm allowed for further evaluation of each company, their methods for task management, cost control, permitting strategies, framework for meetings, additional service needs, etc., as well as its' principal members' philosophies for implementing and managing the project. This last value factor provided the HACA Team with not only a good sense of efficacy of management styles but also the best sense of who the agency will be working with, who shares our vision for the project, and can best commit to our need for expediting the project in quckest fashion. The procurement and final selection is by overall best proposal, best in-person interviews, and best price-value to HACA. While slightly higher in price than the lowest proposal received, the meeting and disscussion with PMA and subsequent walk of bldg was the most productive, PMA's approach to the project felt solid, and HACA Team members inferred a good grasp by PMA, even pre-liminarily, of the agency's project goals and desired outcomes. HACA's Board of Commissioners will be requested to approve and/or ratify the selection and contract award at its next scheduled Board Meeting, per procurement requirements.

**Justification** - The services are required to provide for professional and robust project management and controls, with day to day oversight, which existing HACA Staff are unable to perform due to current project loads with constant and ongoing agency work.

**Bid Type** - Proposals included pricing estimates from each firm. While lowest price is one factor in award consideration, as well as demonstrated knowledge and experience, staffing, capability, and project histories, it is overall best value to HACA and its' specific needs regarding this specific project, that ultimately lead the agency to its' final selection decision.

**Fund Source** - Insurance funds, non-restricted HACA funds

**Account Code** - TBD



# Housing Authority of the City of Austin

Project Management Advisors  
Austin, Texas  
June 18, 2024



06.18.2024

Sylvia Blanco  
Chief Operating Officer  
Housing Authority of the City of Austin



**Re: Housing Authority of the City of Austin (HACA)  
Proposal for Project Management Services**

Dear Sylvia,

Thank you for the opportunity to submit a proposal for project management services for the refurbishment of HACA's home office. HACA plays an integral role in the community, and we are thrilled at the opportunity to work with you and help you continue your incredibly important mission. Helping to provide your staff with a new workspace would be our pleasure after all the great work they do for Austin and help continue your commitment to Affordable Housing.

The team we have proposed has a strong depth of experience in live-environment office renovation projects. Our boots on the ground team will ask the tough questions, hold team members accountable, and prioritize decision making for you and your multiple project stakeholders.

We understand what it takes to deliver a project like this and engage with multiple user groups to achieve an outcome. We will endeavor to get the most out of every team member involved, which is an important aspect of the value we bring to every project. The HACA project will be completed with high quality, efficiency, and in turn cost effective.

We have included references and encourage you to reach out to them to better understand how our team can make a difference firsthand. These references will share with you their experience of PMA leading their unique and challenging projects.

The contents of the enclosed proposal will help further differentiate the quality, depth, and experience of our team and the leadership we will bring to this project. We are excited to work together with you and the HACA team. Please feel free to contact me at [rossa@pmainc.com](mailto:rossa@pmainc.com) or (512) 743-0868 with any comments or questions you may have.

Respectfully,

**PROJECT MANAGEMENT ADVISORS**

A handwritten signature in blue ink that reads "Ross Anders".

Ross Anders  
Vice President and General Manager, Austin

# contents

<b>1</b>	<b>FIRM OVERVIEW .....</b>	<b>1</b>
<b>2</b>	<b>THE PMA ADVANTAGE .....</b>	<b>2</b>
<b>3</b>	<b>OUR UNDERSTANDING.....</b>	<b>3</b>
<b>4</b>	<b>RECOMMENDED APPROACH .....</b>	<b>4</b>
<b>5</b>	<b>PROJECT EXPERIENCE .....</b>	<b>5</b>
<b>6</b>	<b>PROJECT TEAM .....</b>	<b>6</b>
<b>7</b>	<b>PROJECT SCOPE .....</b>	<b>7</b>
<b>8</b>	<b>FEE PROPOSAL.....</b>	<b>8</b>
<b>9</b>	<b>PMA REFERENCES .....</b>	<b>9</b>



# 1 FIRM OVERVIEW

# 1 FIRM OVERVIEW

Project Management Advisors, Inc. (PMA) is a real estate consulting firm focused on project implementation acting as the owner's representative.

We provide a range of business and technical expertise and experience in the development process, servicing clients in a wide variety of public and private sector industries, both locally and on a national level. These broad services include:

- Owner Representation
- Project Management
- Program Management
- Investor Representation
- Development Representation
- 

PMA's exclusive focus is managing projects on our client's behalf, where they could rely on trusted and experienced project and development advisors. Today, that focus remains, with project management and owner representation accounting for 95% of our assignments.

## BY THE NUMBERS

**Established 1993**

**\$2.1B Annual Volume**

**Ranked in Top 100 ENR TOP LIST Professional Service Firms**

## OUR SECTORS

- Corporate Interiors**
- Hospitality**
- Commercial**
- Education**
- Life Sciences**
- Residential**
- Healthcare**
- Not-for-Profit**
- Sports & Recreation**
- Advanced Tech**
- Civic**

## REPRESENTATIVE CLIENTS



# 2 THE PMA ADVANTAGE



# 2 THE PMA ADVANTAGE

PMA's culture is the foundation to not only who we are, but HOW we work. Our culture is owned by all PMAers, and it is created by them as well. The company's role in culture ambassadorship is to give the employee-created culture room to grow.

## client experience

We consider our people and our culture as our greatest assets and we're driven to help clients achieve what success means to them. We also believe strongly that great relationships lead to great things and building relationships in pursuit of that is critical. We live by a set of common values that we believe distinguishes our firm. Those values translate into all facets of how we operate our business and conduct ourselves in daily interactions as we partner with clients, collaborate with project teams, develop and support employees, and connect with peers.

## local market knowledge

The PMA Austin office has the local presence and knowledge required for the project. Our collaborative approach and team-building skills have solidified working relationships with many of the best consultants and contractors in the region. PMA has many years of experience in Austin cultivating an unparalleled general construction marketplace knowledge.

## cultural integration

Your culture is unique, it fuels your organizational goals, employee experiences, and engenders innovation. It impacts the decisions you make, the actions you take, and how you communicate in all facets of your business, including decisions about your work environment. Embracing this

thinking, we have found that cultural integration is vital on all projects in that it impacts all facets of project activities, including communications, team dynamics and reporting. Here's the common values we live by in our own firm:

# Our Values



### INTEGRITY

We perform our work in an ethical manner, adhering to our business Code of Conduct, and the highest professional standards.



### ACCOUNTABILITY

We take full responsibility for our work and that of our project partners. We are diligent in anticipating, identifying, and solving problems through a disciplined approach to critical thinking.



### TEAMWORK

We leverage the talent and expertise of all team members. We treat our colleagues as collaborative partners.



### CONTINUOUS LEARNING

We have adopted a Culture of Apprenticeship to ensure we maintain our competitive advantage and fully engage our talent.



### FAIRNESS

We expect employees to exhibit rigor in applying the principles of diversity, equity, and inclusion to ensure we are fair and measured in building consensus.



### LEADERSHIP

We approach our clients and colleagues as trusted advisors, never wavering from acting in the best interests of our partners.

## project health & wellness

Monitoring the health of the project is a regular activity, but when was the last time anyone checked the health of the project team? There are always going to be difficult days on large projects – having a highly functional team with a healthy outlook can ultimately overcome any typical project challenge. Plus, healthy teams make work enjoyable. We’ve developed the following programs to support this:

**Project Audit/Peer Reviews** - Highly functional teams thrive in a culture of accountability, where expectations come from one team member to another, not top-down. To foster this, we employ a Project Peer Review Program wherein teams regularly meet with PMA peers who are not a part of the project team to conduct a thorough project review and discussion to help the project team identify loose ends and facilitate a comprehensive “state-of-the-state” report. The result is a reinforcement of a “one goal” mindset, which is critical in team environments.

**Project Team Health Scorecard** - As Bruce Tuckman discovered through the development of his now legendary “Forming Storming Norming Performing” model, talent, resources and goals are not enough to drive team performance. Dynamics between colleagues and project leadership has a significant impact on results. We care about how we connect with clients and their partners as much as how we deliver on projects. “Team building” is more than a tagline, it’s part of our culture and our DNA, so we’ve operationalized team effectiveness through a Team Health Scorecard workshop approach to keep everyone on-track, as well as maintain energy and enthusiasm throughout the entire project.



## account leadership

You’re invested in the future success of this project and we understand the critical need for delivery certainty with results that meet and even exceed your expectations. We’ve assembled a team to provide the leadership and expertise necessary to meet your goals, with deep experience managing large, multi-phased, multi-floor corporate offices and interiors and understand the related challenges and logistical needs.

## KPIs & SLAs

We utilize Key Performance Indicators (KPIs) such as schedule, budget, QA/QC and peer reviews to communicate and hold our team accountable to the project goals and objectives. They are included in a Project Scorecard that is discussed as part of a quarterly performance review.

Service Level Agreements (SLAs) is a practice that our team and the greater project team commits to in order to deliver the best possible outcome. Alignment of the proper level of communication to our client results in a smoother project with minimal surprises. SLAs typically include minimum communication standards, meeting minutes and other general project documentation, schedule updates, client decisions, resolution escalation, email protocol, and change management.

## project management platform & tools

Our project management platform, **ProjectSight**, serves as an extension to our own internal organization and our project organization and represents the cornerstone of our project management tools. It combines a thoroughly detailed project record with real time updates and ongoing overall team accountability, enabling us to remotely manage, control and report on all aspects of the programming, design, construction, and occupancy processes related to facility development.

Features include budget and cost management, document control and field management designed to provide an instantaneous single source workflow for all stakeholders to eliminate risks, surprises, speeds decisions, and facility productivity for all members on the team.

In addition, our web-based "Project Health Dashboard" app, soon to be released, provides tailored reports for clients to enable them to quickly display project information on a laptop or mobile device. The app has several benefits, including allowing the project team to submit, track, and distribute project information and documentation, and provides clients with a current overview of project status. Data is critical for informed decision-making, reducing cost and schedule risk, improving quality, and improving information flow.



## robust reporting

We consider frequent, clear and consistent reporting critical to good communication, so we keep clients as informed as possible with a minimum investment of their time. We focus on what is important first. Then, as appropriate, we provide support and provide additional detail.

Our Dashboard Reports reflect project progress through weekly dashboards that highlight upcoming milestones, key completion dates, and potential project risks as a snapshot of the project's health. Dashboards can be customized with the most relevant and important information to an individual or team, such as upcoming deliverables, progress photos, and project risks to budget and schedule.

Our Smartsheet project management toolkit manages all aspects of the project, budget, schedule, tasks, risks, etc., and presents them in an integrated, on-demand dashboard. This tool will be tailored to this project, and scalable for additional requirements.



# 3 OUR UNDERSTANDING

# 3 OUR UNDERSTANDING

Project Management Advisors, Inc. ("PMA") has prepared a proposed scope of services for Project Management Services for HACA ("Client") The Austin Head Office Project (the "Project") located in Austin, Texas. If our understanding of the project is lacking key components or has included incorrect assumptions, we will gladly review them with you and make any necessary modifications to the associated scope and compensation. Our proposed scope of services and compensation is based on the following understanding:

**Client:** Housing Authority of the City of Austin  
**Architect / Engineer:** Urban Foundry Architecture  
**General Contractor:** TBD



**Location:**  
Austin, Texas

**Project Details:**  
Phase 1: Renovation of existing 30,000 SF office space.

**Project Timeline Estimate:**  
**9 Months**

PROJECT  
INITIATION  
~1 MONTH



DESIGN & PERMITTING  
~4 MONTH



CONSTRUCTION  
~4 MONTHS



# 4 RECOMMENDED APPROACH

# 4 PROJECT APPROACH

We have detailed our typical strategy here for managing projects successfully. Our strategic approach includes several elements and is broken down into four primary categories below:

## schedule management

- Identify long lead items
- Consistently focus on the "look ahead" schedule
- Adequate time for Owner review & approval milestones
- Include a potential schedule contingency
- Require a baseline schedule from the contractor

## budget management

- Identify budget goals
- Regular comparison of project budget and project scope
- Value engineering discipline
- Manage the schedule diligently
- Proactive use of premium time

## change management

- Additional work vs. changed work
- Evaluate alternatives to changes
- Use contract tools where possible
- Obtain proposals in advance of work
- Review all costs and assumptions in the proposal
- Determine source of change

## communication

- Use of state-of-the-art system
- Proficiency with industry standard software
- Proactive reporting - anticipatory

## schedule management

PMA’s approach to schedule management starts with identifying the owner’s schedule goals and objectives and aligning them with the project budget goals and objectives. Understanding the relationship of budget and schedule is a key to successfully managing a schedule. A comprehensive, accurate Preliminary Project Schedule is an important first step for us. Further, we create a level of awareness, communication and responsibility that will require team members to take a proactive approach to schedule management. Identifying obstacles early in the process, creating reasonable contingency plans, and constantly monitoring progress of critical path items is also important.

**Identify long lead items** and other pre-purchase candidates.

**Consistently focus on the “look ahead” schedule**, two or four weeks out, minimum, so that if schedule issues develop, measures can be taken to maintain the original schedule.

### here’s how:

**Adequate time for Owner review & approval milestones** and approval. Be sure schedule contemplates required approval process and expected duration.

### Include a potential schedule contingency.

It is very important that the owner control some schedule contingency for those things that are beyond the contractor’s control – including atypical weather, permit delays, design errors, unforeseeable conditions, and owner delays. Having some form of schedule contingency will also minimize cost impacts. If and when unforeseen conditions arise, the owner has some schedule latitude to negotiate cost and schedule impacts. If the schedule has no contingency, the owner is forced to make up the delay with premium time or other extraordinary costs.

**Require a baseline schedule from the contractor** indicating schedule changes as they occur, and continually measure progress against baseline activities and assumptions. If schedule slip occurs, require the contractor to develop and submit a recovery plan with specific milestones.



## **budget management**

PMA’s approach to budget management starts with identifying the client’s goals and objectives with respect to the cost and budget of the project. Understanding how a project’s schedule drives the project budget is a key to managing a project’s cost. With established goals and objectives, we create a structured, organized development process that constantly measures the developed project against the baseline goals and objectives. Additionally, our approach mandates the development of cost-efficient alternatives in parallel with the base scopes of work. This approach builds cost flexibility into the project upfront, proactively, rather than reactively. Coupled with our state-of-the-art web-based project management system, we are better able to anticipate cost issues, promptly and accurately report on them, and mitigate their impact on the project.

### **how we do it:**

**Regularly Perform Comparison of Project Budget and Project Scope**, confirming that any changes to one are reflected in the other.

**Reinforce Value Engineering Discipline** – We implement a process of continuous value engineering. Each and every phase will include an open, creative evaluation of cost savings and of true value add ideas. We don’t use value engineering as a means to cut scope.

**Manage the Schedule Diligently** – Most budget and cost changes have a schedule issue associated with them. If and when a schedule becomes an issue, cost and budget issues will certainly follow. We can’t emphasize enough the strong link between budget and schedule.

### **Identify Project Budgetary Goals –**

For example, is the project budget a byproduct of required program elements and objectives or is there a fixed budget in place? Budget driven program vs. program driven budget.

### **Establish Project Delivery Methodology and Procurement Approach –**

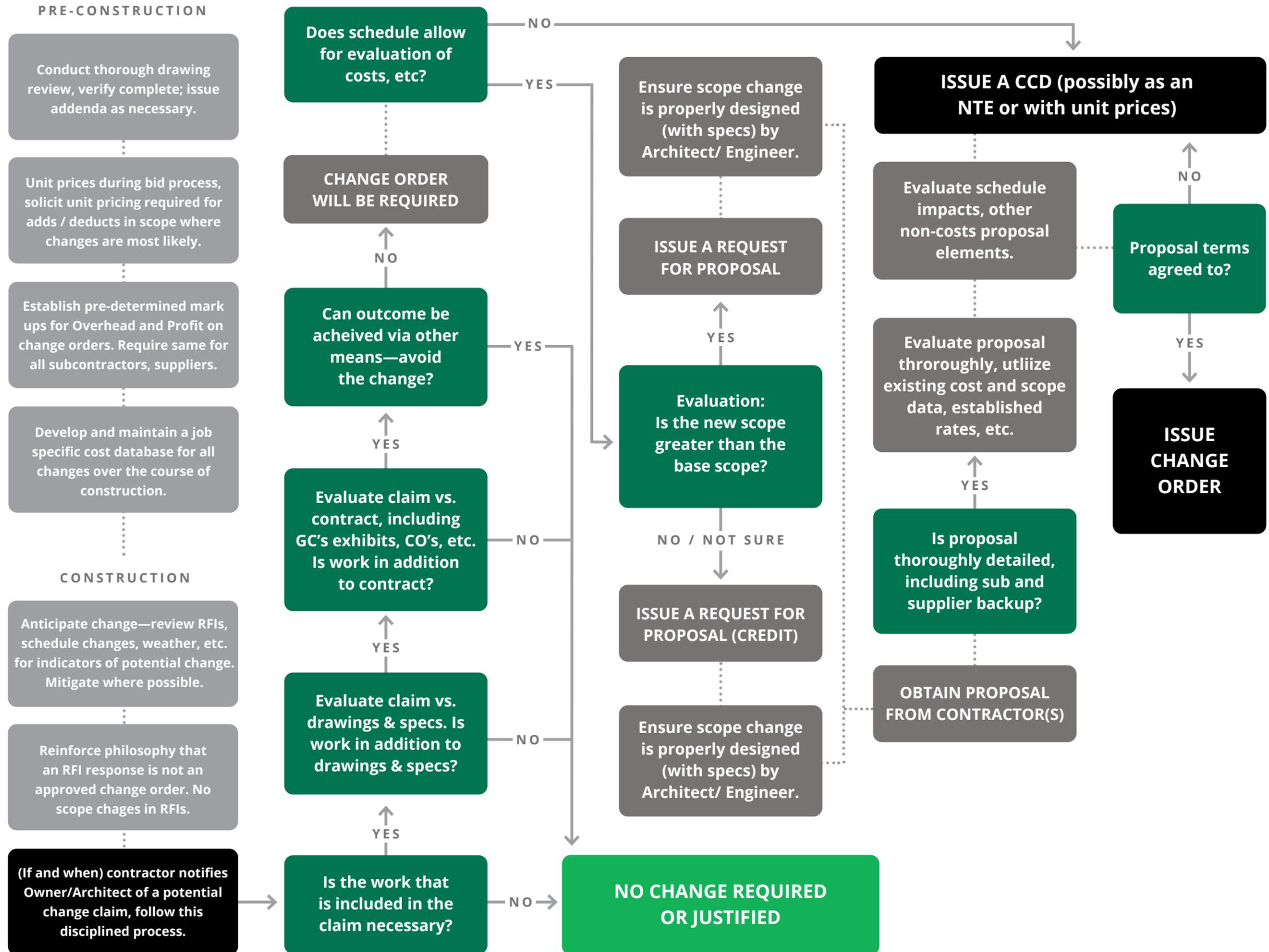
We implement approaches that reflect the goals of the project and project budget. We recommend a review of key procurement alternatives, especially for the general contractor and other primary team members.

### **Initiate Proactive Use of Premium**

**Time** – If the schedule is a challenging part of the project, and there is no option of extending in the face of abnormal weather or other unforeseen conditions, an owner needs to plan its use of premium time. We recommend that owners in this situation “buy” additional schedule days early in the project via premium time if possible. The labor component of cost is lowest at the front end of a project – this is the time when making up lost days can be done most economically. By example - the premium time cost for two excavators is far less than it is for 10 landscapers.

# change management

Our approach to change management is based on our experience that many change orders on projects are in fact not needed or are not actual changes. Before agreeing to a contract change, an owner is best served by first following these steps.



## change management

(continued)

### Additional work vs. Changed work.

Identify whether the proposed change represents additional work vs. changed work. Often changes that arise are actually just different scopes of work that are not increases in the quantity of work. We evaluate this element on all changes.

### Evaluate alternatives to changes.

If a potential change arises, are there options that will allow the owner to avoid additional costs. For example, if there is a legitimate weather delay that would increase cost and schedule, does the owner have the option to simplify another part of the project to create an offset in cost in schedule?

### Use contract tools where possible.

For example, the use of Construction Change Directives (CCD) can prevent the owner from agreeing to an unfair price in order to maintain schedule. The CCD allows the price to be determined, fairly, after the work has already started.

**we leave no stone unturned. this is how:**

### Obtain proposals in advance of the work

as much as possible to allow adequate time to conduct a thorough review. Review all costs and assumptions in the proposal. Use all unit cost information obtained to date on the project to check against proposed costs. Create an expectation for providing appropriate backup, labor and material breakdowns and fixed markups for overhead and profit.

**Determine Source of Change.** There are five basic sources of change – field condition, extraordinary weather and acts of God, document errors or omissions, owner-initiated changes, and adverse interpretation of governing authority. Each change should be categorized as such, when it occurs.

## communication

PMA’s project communication, tools and systems are an extension of our philosophy on project management: We use our communication and tools to support a collaborative management style, one that emphasizes accountability of all team members as well as reinforcing the sense of urgency - time is of the essence. This management style ultimately keeps owners out in front of project changes and challenges, allowing them to make informed decisions, and mitigate risk. For these reasons, it is critical that we use tools that represent the state-of-the-art in project management.

We’ve utilized a web-based project management system for all of our projects for several years. This system, Project Sight, has served as an extension to our own internal organization and our project organization.

### keys to our comms:

**Trimble ProjectSight** is PMA’s current project management software for budget and cost management, document control and field management designed for contractors. Integrated workflows between contractor and owner eliminate unwanted surprises, speed decisions and deliver next-generation productivity. ProjectSight’s accounting system integrates with Pronto directly to the to avoid any conflicts and is updated on a real-time basis.

**Budget and Cost Management**  
Gain visibility and eliminate surprises. ProjectSight provides the forward-looking project financial information you need to make better decisions.

**Document Control**  
Makes project teams significantly more productive by connecting people and technologies with timely information that is so complete it unties the virtual and real worlds.

**Field Management**  
Powerful and easy-to-use tools that keep the people on site informed and in touch with the project team in real time.

**Proficiency with Industry Standard Software** – In addition to our web-based products, we also use other more common industry software applications, such as Microsoft Excel (spreadsheets) and Microsoft Project (Schedules and Flow Charts). These tools enhance our ability to communicate project needs to team members as well as to project constituents. Project budgets and project schedules are typically developed with these tools. Outlook is a communication tool that has become embedded in our daily work. Email, calendar appointments and task notices are integrated into our daily work and project communication. We conduct periodic in-house training and seminars to so that our staff’s use of these tools is most effective.

**Proactive - Anticipatory Reporting** – Reporting may be the most important element of communications on the project. In addition to the consistent use of the tools delineated above, we are always working to provide frequent, clear and consistent reporting to the Owner. It is our objective to allow the Owner to be as informed as possible with a minimum investment of Owner’s time. When reporting to the owner, we focus on what is important first. Then, as appropriate, we provide support and additional detail.

**Other Tools** – PMA has access to a wide variety of other industry standard tools and will utilize these tools as determined by the needs of the project or a given project phase.

# 120-day plan

- PREPARE AND PRESENT GC PROCUREMENT PATHWAY WITHIN FIRST 2 WEEKS
- PREPARE & PRESENT PROJECT SCHEDULE & MILESTONES WITHIN FIRST 2 WEEKS
- UNDERTAKE 'SCOPE GAP ANALYSIS' TO UNDERSTAND ROLES AND RESPONSIBILITIES OF ALL STAKEHOLDERS INCLUDING IT,AV, FURNITURE ETC.
- PREPARE & PRESENT RISKS AND OPPORTUNITIES DOCUMENT
- CONDUCT COMPREHENSIVE REVIEW OF DD DOCUMENTS
- REVIEW AVAILABLE SITE DOCUMENTS AND REPORTS
- GAIN CLEAR UNDERSTANDING OF GOVERNMENTAL APPROVALS
- CREATE CLIENT VENDOR FF&E PROCUREMENT STRATEGY
- BEGIN IDENTIFICATION OF LONG-LEAD ITEMS

- COMMENCE PRE-CONSTRUCTION ACTIVITIES INCLUDING SITE INVESTIGATIONS
- PROVIDE INPUT INTO DESIGN UTILIZING GC MARKET COST FEEDBACK TO REDUCE COSTS AND IDENTIFY VALUE ENGINEERING OPPORTUNITIES
- PROGRESS DESIGN TO ISSUE FOR PERMIT (IFP) AND COST ESTIMATE #02 FROM GC
- PRESENT TO HACA THE DESIGN AND OBTAIN INPUT PRIOR TO COMPLETION OF 100% DOCUMENTATION

DAYS 1-30

DAYS 31-60

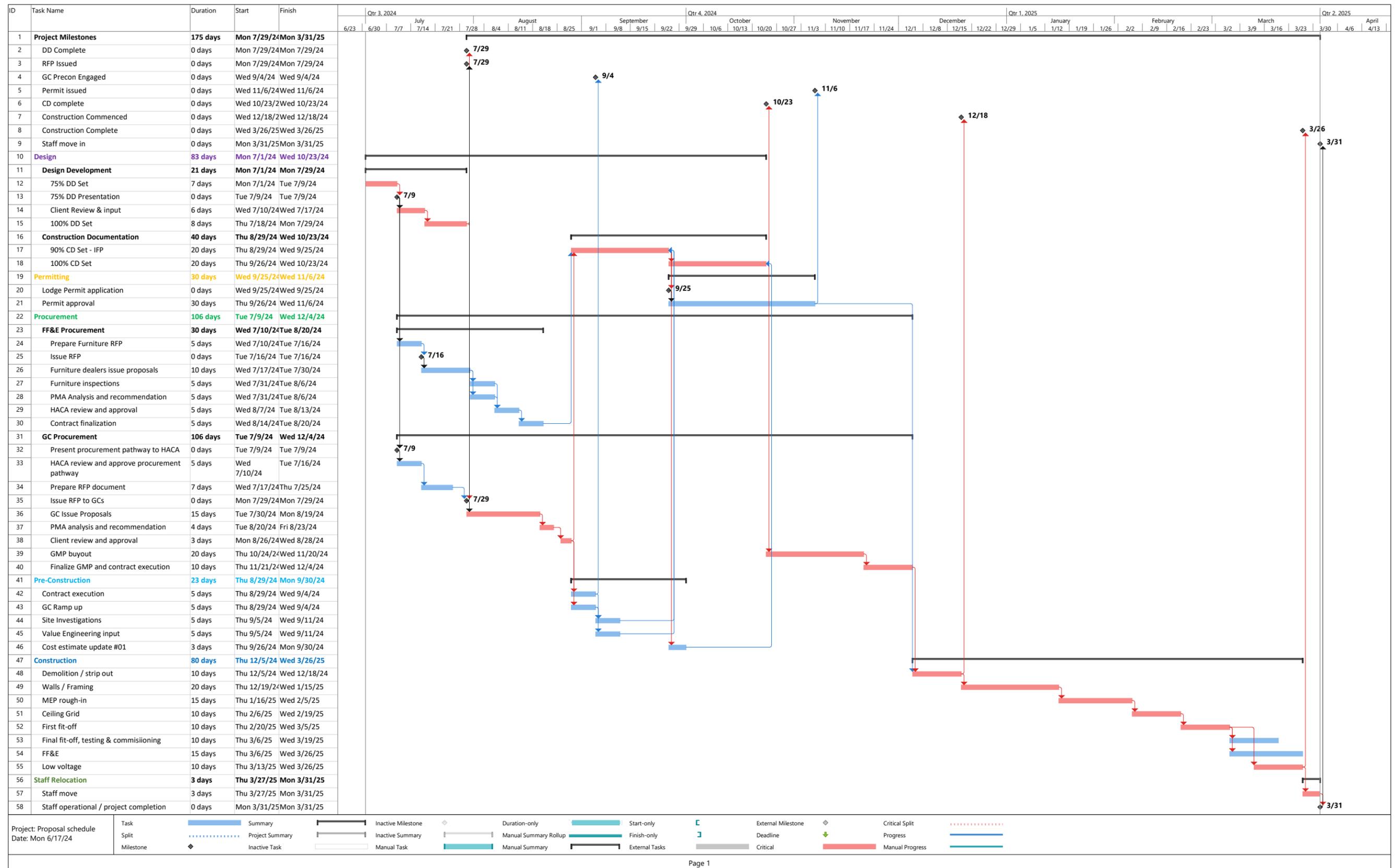
DAYS 61-90

DAYS 91-120

- PREPARE & ISSUE RFP DOCUMENT TO GCS
- ANALYZE & RECOMMEND GC FOR PRE-CONSTRUCTION SERVICES TO HACA
- NEGOTIATE CONTRACT TERMS WITH GC
- COMMENCE FF&E PROCUREMENT AND RECOMMEND TO HACA

- PROGRESS DESIGN TO 100% DOCUMENTATION
- COMMENCE THE GMP BUY-OUT
- MONITOR THE PERMITTING PROCESS AND RESPOND TO RFI'S AS REQUIRED
- MONITOR THE BUY-OUT PHASE AND REPORT BACK TO HACA

# project schedule



# 5 PROJECT EXPERIENCE

# 5 PROJECT EXPERIENCE



## Aeglea Biotherapeutics

AUSTIN, TEXAS

30,000 SF Tenant Improvement Including Office Space, Meeting Rooms, Break Room, and 10,000 SF Research and Development Lab

### PROJECT MANAGEMENT SERVICES

- Existing Conditions Investigation
- Schedule & Budget Management
- Lease/Workletter Management
- Design Administration
- Construction Administration
- FF&E Coordination



## The Frank Fickett Scout Training and Service Center

AUSTIN, TEXAS

40,000 SF New Boy Scout Training Center Including Office and Administration Space, Conference Center, Board Room, and Historic Scout Museum

### PROJECT AND DEVELOPMENT MANAGEMENT SERVICES

- Construction Administration
- Design Administration
- FF&E Coordination
- Lease/Workletter Management
- Occupancy Management
- Permit Management
- Pre-Design Administration
- Procurement
- Program Management
- Schedule & Budget Management



## Pease Park Kingsbury Commons

AUSTIN, TEXAS

7-Acre Park Development and Historic Restoration of Archways, Stone Walls, and Historic Tudor Cottage; Interactive Water Features and Rain Gardens; New Hiking and Biking Trails and Restored Green Space

### PROJECT MANAGEMENT SERVICES

- Change Management
- Closeout Oversight
- Construction Administration
- Design Administration
- Document Review
- FF&E Coordination
- Lease/Workletter Management
- Permit Management
- Pre-Design Administration
- Procurement
- Project Accounting
- Schedule & Budget Management
- Schedule & Budget Oversight



## Better Up

AUSTIN, TEXAS

33,719 SF, Class A Sustainable Office Building, Tenant Improvement, 3rd floor Building, Reception, Open Office, Conference Rooms, Miscellaneous Collaboration Areas, Break Room, MDF Room, Restrooms, and a Gym.

### PROJECT MANAGEMENT SERVICES

- Schedule & Budget Management
- Permit Management
- Procurement
- Design Administration
- Construction Administration
- FF&E Coordination
- Project Accounting



## Hart Intercivic

AUSTIN, TEXAS

25,000 SF tenant improvement project with open office space, warehouse, break room, demo room, and conference space.

### PROJECT MANAGEMENT SERVICES

- Schedule & Budget Management
- Permit Management
- Procurement
- Design Administration
- Construction Administration
- FF&E Coordination
- Project Accounting





## McGinnis Lochridge

AUSTIN, TEXAS

30,800 SF corporate interior renovation including private offices, conference rooms, break area and terrace.

### PROJECT MANAGEMENT SERVICES

- Schedule & Budget Management
- Permit Management
- Procurement
- Design Administration
- Construction Administration
- FF&E Coordination
- Project Accounting



## Upcycle

AUSTIN, TEXAS

81,000 SF creative office development including mezzanine, office space, fitness center, meeting spaces, lounge and kitchen.

### PROJECT MANAGEMENT SERVICES

- Financial Analysis
- Due Diligence
- Schedule & Budget Management
- Permit Management
- Pre-Design Administration
- Design Administration
- Construction Administration
- Financial Management



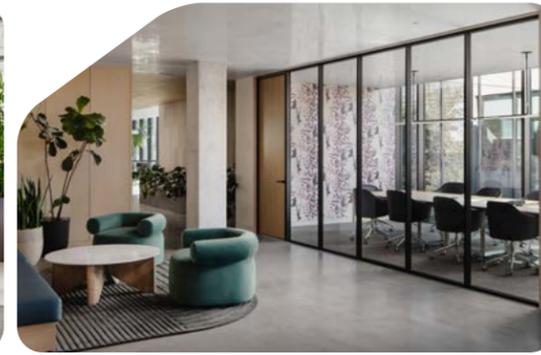
## Frost Tower

AUSTIN, TEXAS

47,000 SF corporate interior renovation across two floors including, break room, renovated staircase, training rooms, office space and 235 workstations.

### PROJECT MANAGEMENT SERVICES

- Schedule & Budget Management
- Permit Management
- Procurement
- Design Administration
- Construction Administration
- FF&E Coordination
- Project Accounting



## Atmosphere.TV

AUSTIN, TEXAS

110,000 SF tenant improvement for corporate headquarters including open floor plan, wellness center, meeting and event space, koi pond and lounge.

### PROJECT MANAGEMENT SERVICES

- Schedule & Budget Management
- Permit Management
- Procurement
- Design Administration
- Construction Administration
- FF&E Coordination
- Project Accounting



## Agilent Technologies, Inc.

CEDAR CREEK, TEXAS

16,000 SF Office and Lab Expansion Including Cold Storage and High Bay Storage, Conference Room, Office, Break Ara Upgrades, New Exterior Amenities Space, and Dock and Loading Parking Rework

### PROJECT MANAGEMENT SERVICES

- Schedule & Budget Management
- Lease/Workletter Management
- Permit Management
- Procurement
- Pre-Design Administration
- Program Management
- Design Administration
- Construction Administration
- FF&E Coordination
- Project Accounting
- Financial Management

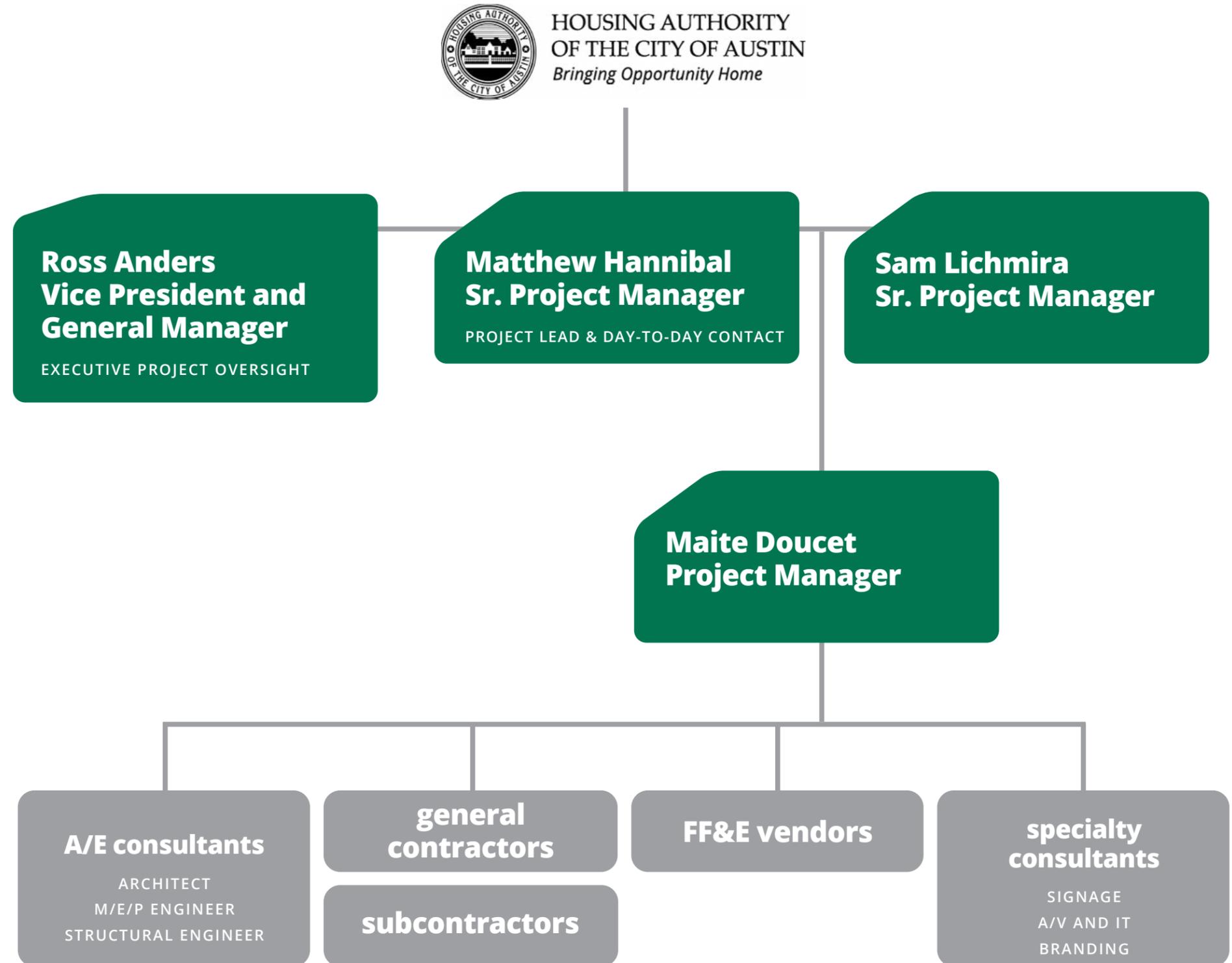
A close-up photograph of a person wearing a tan, textured knit sweater. Their hands are positioned on a silver laptop which is resting on a dark wood-grain table. The person's left wrist is adorned with several gold and black bangles. The background is softly blurred, showing what appears to be an outdoor setting with greenery.

# 6 PROJECT TEAM

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# 6 PROJECT TEAM

## organizational chart





In the Real Estate Industry Since 2001

**EDUCATION**

Bachelor of Science, Construction Engineering Management  
Purdue University  
West Lafayette, Indiana

**REGISTRATIONS**

LEED® Accredited Professional

**PROFESSIONAL AFFILIATIONS**

Real Estate Council of Austin, Member

Urban Land Institute (ULI), Austin Chapter

**CIVIC/COMMUNITY SERVICE**

Folds of Honor Central Texas Chapter Founding Board Member  
Current President (2013 - Present)

Hill Country Conservancy Treasurer (2019 - Present)

**IN THE NEWS**

[Employees Don't Want an Office That's Like 'Rush Hour'](#), GlobeSt

[Office Demand Is Alive and Well in These Cities](#), GlobeSt

**Ross Anders, LEED® AP BD+C**

**VICE PRESIDENT AND GENERAL MANAGER, AUSTIN**

Ross has over 20 years of experience in the industry with a proven track record of planning, organizing, and managing teams through complex and unique projects. He is a trusted advisor to clients, owners, designers, and contractors and is able to develop effective teams that skillfully manage risk and navigate uncertainty from start to finish. As General Manager, Ross is responsible for spearheading business development efforts, staff mentorship, managing office operations, resource planning, client relations, and service delivery.

Prior to PMA, Ross was a managing partner at American Realty Project Management, where he oversaw project operations and business strategy.

**PROJECT EXPERIENCE**

**Atmosphere.TV**

110,000 SF Corporate Interiors, Tenant Improvement, First Generation Tenant Improvement Project on South Lamar, Added Building Amenities, Office Space, and an Outdoor Amphitheater/Meeting Area for the Innovative Streaming Television Start-up  
*Austin, Texas*

**Dickinson Wright**

**3rd & Shoal**  
25,000 SF Law Office Renovation  
*Austin, Texas*

**Lazard Freres & Co. LLC**

6,605 SF, 36-Story, Class A Office Building Tenant Improvement, Interior Build-Out of Professional Office Space with Reception Area, Open Office Space, Conference Rooms, Wellness Room, Break Room, Storage and MDF Room  
*Austin, Texas*

**Pacific Investment Management Company (PIMCO)**

Frost Bank Tower  
50,000 SF, 2-Story Office Renovation  
*Austin, Texas*

**Pease Park - Kingsbury Commons**

7-Acre Park Development and Historic Restoration Sustainable SITES Silver Certification (Anticipated)  
*Austin, Texas*

**Professional Janitorial Services of Texas**

40,000 SF, 2-Story New Construction Office and Warehouse  
*Austin, Texas*

**Stonepeak Infrastructure Partners**

3rd & Shoal Penthouse  
7,000 SF Corporate Headquarters Tenant Improvement  
*Austin, Texas*

**UpCycle Warehouse\***

George Oliver Companies  
85,000 SF, 2-Story Adaptive Reuse to Creative Office  
*Austin, Texas*

**United Heritage Credit Union**

78,306 SF Corporate Interior Tenant Improvement  
*Austin, Texas*

**USA Compression**

111 Congress Ave  
19,300 SF Corporate Headquarters Tenant Improvement  
*Austin, Texas*

**Austin Children's Museum\***

The Thinkery  
44,000 SF Science and Technology Center  
*Austin, Texas*

**Boy Scouts Capitol Area Council\***

Frank Fickett Scout Training and Service Center  
46,000 SF Training Facility  
*Austin, Texas*

**FloSports\***

Springdale Center  
25,000 SF Warehouse Conversion to Creative Office  
*Austin, Texas*

**Fortune 100 Global Social Networking Company**

Multiple Projects:

3rd & Shoal  
260,000 SF, 11-Story Interior Tenant Build-Out Including Thirteen Levels of Parking, Three Commercial Kitchens, Micro-Kitchens, Internal Stairs, Full AV-Managed Event Spaces, and Library  
LEED-Gold  
*Austin, Texas*

Domain 8  
105,000 SF, 3-Story Tech Office Tenant Improvement, Including Kitchen  
*Austin, Texas*

Domain 12  
319,000 SF, 17-Story Interior Tenant Improvement, Including Two Kitchens and Seven Levels of Parking  
*Austin, Texas*

Parmer 3.2  
30,000 SF Corporate Interior Build-Out  
*Austin, Texas*

3,600 SF Commercial Office Tenant Improvement and Technology Demo  
Space Expansion  
*Dallas, Texas*

353,000 SF, 16-Story Due Diligence Investigation of Multi-Phased Tenant Improvement Including Multiple Commercial Kitchens and Serveries, Training and Event Spaces, Conference Rooms, and Open Office Space  
*Austin, Texas*

**Fortune 100 Semiconductor Manufacturer**

200,000 SF Office & Amenities Tenant Improvement, 3-Story Atrium, Social Innovation Hubs, 1000-Person Commercial Kitchen, 400-Person Commercial Kitchen, 300-Person Fitness Center, Retail/Commercial Space  
LEED Platinum Compliant  
*Taylor, Texas*

**Innovative Aftermarket Systems (IAS)\***

Preserve at 620  
40,000 SF Corporate Headquarters Consisting of Existing Retail Space Re-Purposed into Creative Office Space and Call Center  
*Austin, Texas*

**National Financial Partners (NFP)\***

Cielo Center Building 2  
60,000 SF, 3-Story Office Renovation  
*Austin, Texas*

**Advanced Micro Devices, Inc.**

Confidential Project Phase I  
66,250 SF Lab Office and Corporate Office Semiconductor and Electronics Hardware Research Lab, Multiple Server Rack Halls, and Central Utility Plant; Tenant Improvement  
*Austin, Texas*

**Accruent\***

*Austin, Texas*

Multiple Projects:

25,000 SF New Orleans Office Renovation in High-Rise  
105,000 SF Multi-Purpose Business, Retail and Residential Center

**St. Andrew's Episcopal School\***

Performing Arts Center  
25,000 SF, 3-Story New Performing Arts Center Including Classrooms  
*Austin, Texas*

**St. Austin's Catholic Church\***

400,000 SF Site Redevelopment Including 700-Bed Student Housing Project, K-8 School, Rectory, Parking Structure, Events Center, and Parish Offices  
*Austin, Texas*

**St. Edward's University\***

Lady Bird Johnson and Edmund Hunt Halls  
250,000 SF, 4-Story Residence Halls  
*Austin, Texas*

**TMF Health Quality Institute\***

30,000 SF Interior Office Renovation  
*Austin, Texas*

**VISA\***

180,000 SF Global Information Technology Center  
*Austin, Texas*

*\*Experience Prior to PMA*



In the Real Estate Industry Since 2013

**EDUCATION**

Bachelor of Civil Engineering, 2013  
University of Sydney  
Sydney, Australia

**Matthew Hannibal**

**SENIOR PROJECT MANAGER**

Matthew Hannibal is an experienced senior project manager with a background in structural engineering and expertise in development and asset management. He gained extensive experience in active environments with tight site conditions that required detailed staging and logistics. He has served as a client focused project manager with primary responsibilities in delivering ground-up and renovation projects ranging in budget from \$2M - \$220M.

Prior to PMA, Matthew worked as a development manager for an Asia-Pacific private equity firm where he was responsible for major capital projects. Additionally, he amassed over four years of experience as a project management associate director with an international company focusing on new-builds and major renovation projects.

**PROJECT EXPERIENCE**

**Advanced Micro Devices  
SW Parkway**  
65,000 SF, Lab Renovation  
*Austin, Texas*

**Fortune 100 Semiconductor Manufacturer  
EHS Project**  
3,000 SF, Health Clinic and Industrial Hygiene Lab Fit-Out, Tenant Improvement, Fast-Tracked Design and Construction Utilizing Design for Release Concepts  
LEED Platinum  
*Taylor, Texas*

**Texas Rural Water Association  
1700 Rio Grande**  
5,000 SF Office Interiors Renovation and Building Fabric Repair, Including New Training Facility, Kitchen, Boardroom and Executive Offices  
*Austin, Texas*

**Judith Neilson Institute of Journalism  
and Ideas\***  
New Build, Office and Heritage Refurbishment  
*Sydney, Australia*

**Local Government Super\*  
Marketplace Leichardt**  
New Vertical Transport, Food Court, Solar Awnings, Fire Services, and HVAC Upgrade  
*Sydney, Australia*

**Merlin Entertainment\***  
Sydney Sea Life Aquarium  
Penguin Enclosure and Ride  
*Sydney, Australia*

**Mosman Municipal Council\***  
Mosman Council Refurbishment  
55,000 SF Office Fit-Out, Base Building Upgrade to Council Offices, New Entry Lobby, HVAC Replacement  
*Sydney, Australia*

**Peapes Development\***  
Edge 28  
16-Story Mixed-Use Development Consisting of 50-Apartments, Commercial and Retail Space, and Underground Parking Structure with 40-Spaces  
*St. Leonards, Australia*

**Phoenix Gallery\***  
43,000 SF, 6-Story New Build Performance Space and Private Art Gallery Including Atrium and Extensive Bespoke  
*Sydney, Australia*

**Property Bank Australia\*  
51 Berry St**  
Full Base Building Refurbishment  
*North Sydney, Australia*

**Royal Sydney Golf Course\***  
RSGC  
18-Hole, New Championship Golf Course  
*Sydney, Australia*

**Schools Infrastructure NSW\*  
Green Square ICFS**  
New-Build Lower School and Community Centre Including  
*NSW, Australia*

**Sumner Capital\*  
50 Miller St**  
112,000 SF, Base Build, Office Upgrade and Lobby Refurbishment  
*Sydney, Australia*

**Vicinity\*  
Bankstown Central**  
924,000 SF Mixed-Use Office and Retail Development  
*Bankstown, NSW, Australia*

*\*Experience Prior to PMA*



*In the Real Estate Industry Since 2011*

**EDUCATION**

Bachelor of Civil Engineering, 2011  
Lehigh University, Bethlehem, Pennsylvania

**REGISTRATIONS**

OSHA 30  
OSHA 10

**PROFESSIONAL AFFILIATIONS**

LCI Austin Community of Practice

**Sam Lichmira**

**SENIOR PROJECT MANAGER**

Sam Lichmira joined PMA with a background in project engineering, project management, and lean project delivery. Throughout his career, he has continued to demonstrate his leadership abilities through his astounding work ethic, commitment to drive new delivery methods and tools in the industry through BIM/VDC, and leading many committees including IPS's Production Planning Committee and Lean Council while spearheading the successful delivery of many high profile projects. Sam is passionate about creating collaborative cultures and continuous improvement.

Prior to joining PMA, Sam was a project manager for Integrated Project Services, delivering design build life science facilities. He also served as the Superintendent for Clark Construction and primarily focused on mixed-use projects.

**PROJECT EXPERIENCE**

**Fortune 100 Semiconductor Manufacturer**  
*Taylor, Texas*

Multiple Projects:  
Taylor Project  
200,000 SF, Office & Amenities Tenant Improvement, 3-Story Atrium, Social Innovation Hubs, 1000-Person Commercial Kitchen, 400-Person Commercial Kitchen, 300-Person Fitness Center, Retail/Commercial Space  
LEED Platinum Compliant

Taylor Showroom  
6,000 SF Office Tenant Improvement with Amenities, Product/Company Showroom, and Manufacturing Observation Deck

**Carr Properties\***  
4500 East West Highway  
330,000 SF, 9-Story Office Building with Amenity Spaces  
*Bethesda, Maryland*

**Hoffman Estates/Madison Marquette\***  
The Wharf - Phase I  
19-Acre Mixed-Use Community with 501-Residential Units and the Anthem Concert Venue  
*Washington D.C.*

**McCaffery\***  
FIRST Residences  
13-Story, 325-Unit Residential Building  
*Washington D.C.*

**Merck\***  
*West Point, Pennsylvania*

Multiple Projects:  
**B63**  
\$200M Vaccine Manufacturing Facility  
B63A  
\$450M Syringe Fill Finish and Modularized Pharmaceutical Manufacturing Facility  
B75/78  
\$100M Lab Renovation Program and MEP Reliability Upgrade Program Across 4-Buildings

**Saul Centers\***  
Park Van Ness  
11-Story, 271-Unit Luxury Apartment Building  
*Washington D.C.*

**The Meridian Group\***  
The Boro  
25-Story, 141-Unit Condo Tower and Mixed-Use Complex  
*Tysons, Virginia*

**University of Maryland\***  
A. James Clark Hall  
184,000 S, 7-Story Bioengineering Building  
*College Park, Maryland*

*\*Experience Prior to PMA*





In the Real Estate Industry Since 2011

**EDUCATION**

Master of Science in Sustainable Design, 2021  
The University of Texas at Austin  
Austin, Texas

Bachelor of Architecture, 2011  
Anahuac University  
Mexico City, Mexico

**REGISTRATIONS**

Licensed Architect, Mexico

**AWARDS**

Efficient Housing Contest, First Place, Anahuac University School of Architecture

University of Texas Office of Sustainability Grant for Goldsmith Hall Energy Retrofit, October 2020

**Maite Bizcarguenaga Doucet**

**PROJECT MANAGER**

Maite Bizcarguenaga Doucet brings a multicultural architectural background to her role at PMA. Her portfolio includes projects in the residential, retail, commercial, and hospitality sectors. Maite expertly supports project teams through design and construction administration, document coordination, reporting, and schedule and budget support. Her client-oriented vision makes her capable of identifying potential problems and implementing action plans to reach objectives.

Prior to PMA, Maite was a senior architect at a design firm responsible for designing and executing projects during all phases of development. She was also a project intern at PMA while pursuing her Master of Science in Sustainable Design.

**PROJECT EXPERIENCE**

**AFIAA**

400 West 15th  
315,000 SF Large-Scale Office Renovation  
Austin, Texas

**Atmosphere.TV**

110,000 SF Corporate Interiors, First Generation Tenant Improvement Project on South Lamar, Added Building Amenities, Office Space, and an Outdoor Amphitheater/Meeting Area for the Innovative Streaming Television Start-Up  
Austin, Texas

**BetterUp**

33,719 SF, Class A Office Building, Tenant Improvement, 3rd floor Building, Reception, Open Office, Conference Rooms, Miscellaneous Collaboration Areas, Break Room, MDF Room, Restrooms, and a Gym  
Austin, Texas

**Fortune 100 Global Social Networking Company**

Multiple Projects:  
35,000 SF Tech Office Tenant Improvement Including Interconnecting Staircase, Event Space, Studio, Game Room, Micro-Kitchen and Conference Rooms  
Mexico City, Mexico

AUS1 300W L11 Refresh  
50,000 SF High Rise Corporate Office Tenant Improvement  
Austin, Texas

AUS1 Expansion L15-17  
90,000 SF Office Interior Tenant Improvement Including Full Kitchen, Event Spaces, Offices, and Meeting Rooms  
Austin, Texas

**Fortune 100 Global Social Networking Company (Contd.)**

L16 and 17 Renovation  
60,000 SF Office Building Tenant Improvement, Remodel and Refresh of Level 16 Floor Cosmetic and Refresh to the Existing Open Office Layout; Level 17 will be Divided into Two Turn-Key Ready Suites of Approximately 3,000-5,000 SF per Suite, Remaining Space will be Slightly Modified for Future Renovation  
Austin, Texas

L21 Decommission  
30,000 SF Office Building, Interior Decommissioning of the 21st Floor, Includes Conference Rooms, Events/Training Space, Kitchen, Open Workspaces, and Other Dedicated Rooms  
Austin, Texas

**Fortune 100 Multinational Tech Client**

Workplace Product Program Management & Development  
TI Tech Office Improvement, Innovative Meeting Space  
Multiple Global Sites

Workplace Products  
84,000 SF, Office Building, Type II  
Mountain View, California

**Hart Intercivic**

30,000 SF Corporate Interior Tenant Improvement and Site Selection  
Austin, Texas

**Lazard Freres & Co. LLC**

6,605 SF 36-Story, Class-A Office Building, Tenant Improvement, Interior Build-Out of Professional Office Space with Reception Area, Open Office Space, Conference Rooms, Wellness Room, Break Room, Storage and MDF Room  
Austin, Texas

**Professional Janitorial Services of Texas**

40,000 SF, 2-Story, New Construction, Office and Warehouse  
Austin, Texas

**SpaSway**

4,000 SF Luxury Spa, Interior Finish-Out  
Austin, Texas

**Sunscape Landscaping**

20,000 SF New Ground-Up Office and Maintenance Buildings  
Austin, Texas

**TMF Health Quality Institute**

Tenant Reshuffle  
49,700 SF, 2-Floor Office Building Tenant Improvement with 3,930 SF Renovation, Transformation of Security Operations Center, IT Help Desk, Open Office Space, Phone Room and Private Office; Amenities Include Micro-Kitchen, Open Office Space, Conference Room, and Private Offices  
Austin, Texas

**University of Texas Co-Op**

Austin, Texas  
Multiple Projects:  
Retail Renovation  
20,766 SF, 3-Floor Retail Interior Renovation, Including Upgrading Finishes and Furniture

**Water Intrusion Project**

25,000 SF, 3-Story Basement, Existing Building Renovation, Small Parking Area, Retail Store, Back of House Storage and Office Spaces

**Bendera\***

8.45-Acre, 261,563 SF Residential Development Construction Document Coordination, and Master Plan Design  
Metepec, Mexico

**Fénix 1-5\***

941,842 SF Residential Development Including Multiple Amenity Buildings  
Metepec, Mexico

**Hyatt Regency\***

Auditing, and Supervising Construction Plans, and Site Regulations  
Mexico City, Mexico

**H&M\***

Puerto Cancún Store  
34,854 SF Retail Store Lead Design  
LEED Compliance Services  
Cancún, Mexico

**Miyana\***

5.7 MSF Mixed-Use Development Including Residential, Office, and Shopping Complex Construction Planning, Site Regulations  
LEED Compliance  
Mexico City, Mexico

**Tonalá 179\***

10,699 SF, 4-Story Apartment Building, and 2-Story Historic Facade  
Mexico City, Mexico

**\*Experience Prior to PMA**

# 7 PROJECT SCOPE



CATEGORY	DESCRIPTION	PHASE
<ul style="list-style-type: none"> <li>• <b>Project Initiation</b></li> </ul>	<ul style="list-style-type: none"> <li>• Gain an understanding of the Project and the Client’s goals and objectives.</li> <li>• Review relevant documents to determine status or progress.</li> <li>• Conduct introductory meetings with the project team to understand the project history, risks, challenges, and responsibilities.</li> <li>• Review the Client’s decision making and approval processes.</li> <li>• Understand Client’s sustainability and social responsibility objectives.</li> </ul>	<p><b>Initiation</b></p>
<ul style="list-style-type: none"> <li>• <b>Project Initiation - Understanding and Objectives</b></li> </ul>	<ul style="list-style-type: none"> <li>• Conduct team introductory meetings along with Client, familiarize team with PMA’s role and responsibilities. Acquire and review relevant project files and project directory. Tour project site. Review objectives, risks, and challenges.</li> </ul>	<p><b>Initiation</b></p>
<ul style="list-style-type: none"> <li>• <b>Project Initiation - Documentation Review</b></li> </ul>	<ul style="list-style-type: none"> <li>• Work with the Client to identify and inventory project documents.</li> <li>• Organize Client provided files.</li> <li>• Review documents to understand the history of the Project and its status.</li> <li>• Document review may include [documentation of existing property, preliminary designs, contracts, and agreements].</li> </ul>	<p><b>Initiation</b></p>
<ul style="list-style-type: none"> <li>• <b>Project Initiation - Documentation Review</b></li> </ul>	<ul style="list-style-type: none"> <li>• Review / familiarize with consulting agreements, project plans, project budget.</li> </ul>	<p><b>Initiation</b></p>
<ul style="list-style-type: none"> <li>• <b>Project Initiation - Physical Tour</b></li> </ul>	<ul style="list-style-type: none"> <li>• Tour Project site to understand visible physical constraints and gain a fundamental context.</li> </ul>	<p><b>Initiation</b></p>
<ul style="list-style-type: none"> <li>• <b>Project Initiation - Communication</b></li> </ul>	<ul style="list-style-type: none"> <li>• With Client, establish PMA as liaison to project team members internal to Client and with project third parties. Review responsibility matrix with team. Establish communication software/platforms and protocols.</li> </ul>	<p><b>Initiation</b></p>

CATEGORY	DESCRIPTION	PHASE
<ul style="list-style-type: none"> <li>• <b>Project Initiation - Assessment</b></li> </ul>	<ul style="list-style-type: none"> <li>• Provide a report assessing the project documentation, composition of the project team, issues, with recommendations for forward action.</li> </ul>	<p><b>Initiation</b></p>
<ul style="list-style-type: none"> <li>• <b>Reporting</b></li> </ul>	<ul style="list-style-type: none"> <li>• Provide monthly report and dashboard reporting summarizing all decisions, approvals, activities, and progress for Client. Dashboard reporting will include key performance measure for the Project including schedule, budget, quality, issues, and resolution action.</li> </ul>	<p><b>Overall</b></p>
<ul style="list-style-type: none"> <li>• <b>Reporting - Dashboard</b></li> </ul>	<ul style="list-style-type: none"> <li>• Maintain and update a dashboard of key performance measures for the Project, customized per project and Client preferences.</li> </ul>	<p><b>Overall</b></p>
<ul style="list-style-type: none"> <li>• <b>Reporting - Board Reports</b></li> </ul>	<ul style="list-style-type: none"> <li>• Assist in preparation of Client reports to their governing board to illustrate matters such as project progress, budget, and schedule.</li> </ul>	<p><b>Overall</b></p>
<ul style="list-style-type: none"> <li>• <b>Reporting - Completion</b></li> </ul>	<ul style="list-style-type: none"> <li>• Prepare a final report summarizing the Project completion status including a review of the final project budget and schedule.</li> </ul>	<p><b>Post TCO Occupancy</b></p>

CATEGORY	DESCRIPTION	PHASE
<ul style="list-style-type: none"> <li>• <b>Project Scheduling</b></li> </ul>	<ul style="list-style-type: none"> <li>• Prepare a comprehensive Master Project Schedule that will project activities of participants' processes from initiation through project occupancy. Work with the Client's internal team, the design team, Client's vendors, and General Contractor to develop timelines that are mutually agreed and integrated.</li> <li>• Delineate the critical path.</li> <li>• Baseline the Master Project Schedule and track variance.</li> <li>• Update regularly and recommend recovery revisions.</li> </ul>	<p><b>Overall</b></p>
<ul style="list-style-type: none"> <li>• <b>Project Scheduling - Review</b></li> </ul>	<ul style="list-style-type: none"> <li>• Review the Project Schedule to determine if the following are properly represented within a logical framework of durations: Preconstruction activities /milestones, construction activities/milestones, absorption/occupancy milestones and recommend adjustments.</li> </ul>	<p><b>Overall</b></p>
<ul style="list-style-type: none"> <li>• <b>Project Scheduling - Project Delivery Strategy</b></li> </ul>	<ul style="list-style-type: none"> <li>• Work with the Client to review and establish the optimum strategy for Project Delivery and procurement of the Work.</li> <li>• Advise Client of methods and form of contract options</li> <li>• Review preconstruction service options and phased award options with Client.</li> <li>• Prepare the Architect / project team for the chosen Project Delivery method.</li> <li>• Coordinate the Delivery Strategy with procurement of the Work and the form of Agreement for Construction.</li> <li>• Examine phased completion, TCO, and beneficial occupancy options.</li> </ul>	<p><b>Precon</b></p>
<ul style="list-style-type: none"> <li>• <b>Project Scheduling - Project Delivery Strategy</b></li> </ul>	<ul style="list-style-type: none"> <li>• Work with the Client to review and establish the optimum strategy for Project Delivery. Advise Client of methods and form of contract</li> <li>• options. For GMP agreements, review General Contractor Preconstruction service options and phased award options with Client.</li> </ul>	<p><b>Precon</b></p>
<ul style="list-style-type: none"> <li>• <b>Project Scheduling - Construction Schedule Review</b></li> </ul>	<ul style="list-style-type: none"> <li>• Review the General Contractor's Preconstruction and construction schedules.</li> <li>• Coordinate with Preconstruction General Contractor and/or General Contractor for construction schedule input to the Project Schedule.</li> <li>• Incorporate the General Contractor's recommended durations for construction and key construction milestones in the Project Schedule.</li> <li>• Review and comment on General Contractor's construction schedule tasks, logic, durations, and milestones.</li> <li>• Advise Client relative to potential claims for time.</li> </ul>	<p><b>Construction</b></p>

CATEGORY	DESCRIPTION	PHASE
<ul style="list-style-type: none"> <li>• <b>Project Budgeting</b></li> </ul>	<ul style="list-style-type: none"> <li>• Create and manage the Project Budget including soft and hard costs.</li> </ul>	<p><b>Overall</b></p>
<ul style="list-style-type: none"> <li>• <b>Draw Administration / Project Accounting</b></li> </ul>	<ul style="list-style-type: none"> <li>• Prepare the monthly draw package for presentation to the Client, [lender, and title insurance company] to establish timely payment of the approved invoices.</li> <li>• Recommend appropriate amounts to be funded and items which should be adjusted or rejected.</li> <li>• Administer orderly payment procedures for the design team, general contractor, vendors, and consultants.</li> <li>• Work with General Contractor to obtain waivers of lien and sworn statements.</li> <li>• Work with Client to prepare sworn statement and monthly recapitulation of invoices.</li> <li>• Provide financial reporting of current budget spent to date along with balance remaining for line items and contingency</li> </ul>	<p><b>Precon</b></p>
<ul style="list-style-type: none"> <li>• <b>Draw Administration - Contract Administration</b></li> </ul>	<ul style="list-style-type: none"> <li>• Provide contract administration services for agreements of design team members, consulting team members, and General Contractor. Review of billings for professionals' base services, reimbursables and additional services against both services complete to date and work defined in contract. Review waivers of lien.</li> </ul>	<p><b>Prec</b></p>
<ul style="list-style-type: none"> <li>• <b>Procurement of Services</b></li> </ul>	<ul style="list-style-type: none"> <li>• Determine professional services required to supplement the services provided by the Architect and other previously selected professionals for the Project.</li> <li>• Develop selection criteria aligned with Client's goals for the Project and the Architect's recommendations.</li> <li>• Develop a selection process that best complements the Client's decision-making process. Conduct an evaluation with Client and Architect.</li> <li>• Offer recommendations for each professional.</li> <li>• Develop a selection process that aligns with the Client's ESG goals.</li> </ul>	<p><b>Precon Design</b></p>
<ul style="list-style-type: none"> <li>• <b>Design Management</b></li> </ul>	<ul style="list-style-type: none"> <li>• Act as the liaison between the Client and the Project team to align the project objectives and design direction, assist design team to define the Project goals.</li> <li>• Communicate Client's project objectives, project budget, and project schedule.</li> <li>• Set milestone documentation deliverables expectations.</li> <li>• Coordinate communication streams and design progress meetings agendas.</li> <li>• Conduct meetings with design consultants to review progress and track open items.</li> <li>• Confirm meeting documentation by Architect and other AEC participants.</li> </ul>	<p><b>Precon Design</b></p>

CATEGORY	DESCRIPTION	PHASE
<ul style="list-style-type: none"> <li>• <b>Design Management - Documentation Review</b></li> </ul>	<ul style="list-style-type: none"> <li>• Organize structured reviews, including Client’s team, of design documents associated with each design phase.</li> <li>• Set up review tools and organization of comments.</li> <li>• Substantiate conformance of deliverable content with the Architect’s contract and other consulting agreements.</li> <li>• Provide a general summary of the status of the Project for the specific phase.</li> <li>• Highlight coordination and/or technical issues discovered by the review team.</li> <li>• Return review comments to Architect and consultants and follow up for incorporation in the subsequent phase.</li> <li>• Track response to closure.</li> </ul>	<p><b>Precon Design</b></p>
<ul style="list-style-type: none"> <li>• <b>Permitting Coordination - Permit Expediter Procurement</b></li> </ul>	<ul style="list-style-type: none"> <li>• Procure and manage a Permit Expediter who will coordinate with the project team to further delineate permit processes and required submissions to facilitate communications with and approvals by the Authorities. Evaluate candidates’ experience and results.</li> </ul>	<p><b>Precon</b></p>
<ul style="list-style-type: none"> <li>• <b>Procurement of the Work - Long Lead</b></li> </ul>	<ul style="list-style-type: none"> <li>• Review the General Contractor’s identification of and monitor procurement of all long-lead items.</li> </ul>	<p><b>Precon</b></p>
<ul style="list-style-type: none"> <li>• <b>Procurement of the Work - GC Agreement Review</b></li> </ul>	<ul style="list-style-type: none"> <li>• Review and comment on the Client’s Form of Agreement. Review Agreement Exhibits to determine that Exhibits reflect the project understandings and for the mitigation of conflicts in delineation of Scope of Work, Time, or other factors.</li> <li>• Exhibits review may include, [Enumeration of Documents, Detailed Cost Breakdown, General Contractor line-item allowances, Construction Schedule, Construction Logistics Plan, Insurance Requirements, Clarifications-Exclusions-Assumptions, Owner Allowances, Alternates, Unit Prices, and other exhibits as maybe needed].</li> <li>• Manage exhibit preparation, reviews and finalization between General Contractor and Client’s attorney.</li> <li>• Recommend finalized agreement for Owner/Client’s signature.</li> </ul>	<p><b>Precon</b></p>
<ul style="list-style-type: none"> <li>• <b>Construction Representation</b></li> </ul>	<ul style="list-style-type: none"> <li>• Provide the leadership and management necessary to facilitate alignment of the design and consulting team and General Contractor with the Client’s Project objectives.</li> <li>• Efficiently work through the day-to-day issues of the Project with clear communication and tracking accountability.</li> <li>• Provide direction to resolve day-to-day issues to keep the Project on time and on budget.</li> <li>• Communicate the project team members’ concerns to Client.</li> <li>• Conduct periodic site observations.</li> <li>• Track that the Client’s ESG goals are being met by the project team.</li> </ul>	<p><b>Construction</b></p>

CATEGORY	DESCRIPTION	PHASE
<ul style="list-style-type: none"> <li>• <b>Construction Representation - OAC and Meetings</b></li> </ul>	<ul style="list-style-type: none"> <li>• Participate in [weekly, bi-weekly] Owner/Architect/Contractor (OAC) meetings [in person, via video conference] on behalf of Client. Anticipate items of potential risk and promptly report to Client. Participate in person in Monthly OAC and site observation and comment on Application for Payment.</li> </ul>	<p><b>Construction</b></p>
<ul style="list-style-type: none"> <li>• <b>Construction Representation - Pay Application Review</b></li> </ul>	<ul style="list-style-type: none"> <li>• Participate in the Monthly OAC in which the draft (“pencil”) Application for Payment (“Pay App”) is reviewed, and a job site walk is conducted.</li> <li>• Assess the subcontractor amounts requested and associated detail as per progress of the Work.</li> <li>• Review requests and supporting documentation for stored materials payment.</li> <li>• Provide comments to the General Contractor for incorporation in the Final “Pay App”.</li> <li>• Review Change Orders requested to be incorporated, comment for adjustment or recommend for approval by Client.</li> <li>• Direct the Architect to review the Pay App.</li> <li>• Review Final Pay App for conformance with comments from the draft review.</li> <li>• Make final comments to General Contractor as needed and final recommendation to Client.</li> </ul>	<p><b>Construction</b></p>
<ul style="list-style-type: none"> <li>• <b>Construction Representation - Change Management</b></li> </ul>	<ul style="list-style-type: none"> <li>• Monitor Requests for Information (RFI) process between design team and General Contractor, track issues and responses. Review Proposal Requests, Revisions, Architect’s Supplemental Instructions, Field Orders and Construction Change Directives. Monitor General Contractor’s Proposed Change Order response. Review, negotiate and recommend appropriate Change Proposals to Client/Owner for Change Orders.</li> </ul>	<p><b>Construction</b></p>
<ul style="list-style-type: none"> <li>• <b>Construction Representation - Progress Monitoring</b></li> </ul>	<ul style="list-style-type: none"> <li>• Monitor construction progress and provide contract oversight including periodic review of Requests for Information, Proposal Requests and Change Orders for budget, schedule, delay claims, and aesthetic implications. Advise Client based upon risk criteria and the Project objectives.</li> </ul>	<p><b>Construction</b></p>
<ul style="list-style-type: none"> <li>• <b>Construction Representation - QA/QC Monitoring</b></li> </ul>	<ul style="list-style-type: none"> <li>• Review identified failures in materials testing inspection reports and monitor actions taken by General Contractor for deficiency corrections.</li> </ul>	<p><b>Construction</b></p>

CATEGORY	DESCRIPTION	PHASE
<ul style="list-style-type: none"> <li>• <b>Construction Representation - Punchlist</b></li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate with Architect and General Contractor to establish the agreed Punchlist process for the Project phases and major components, as applicable.</li> <li>• Manage the Architect’s and other design team members performance of Punchlist.</li> <li>• Assist with communication between Architect and General Contractor to drive the completion and review cycling to minimum.</li> </ul>	<p><b>Construction Post TCO Occupancy</b></p>
<ul style="list-style-type: none"> <li>• <b>Construction Representation - Substantial Completion</b></li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate with Architect and General Contractor to establish the agreed Substantial Completion Certification for the Project phases and/or major components, as applicable. Review punchlist coordination with Certificate(s) of Substantial Completion.</li> </ul>	<p><b>Construction Post TCO Occupancy</b></p>
<ul style="list-style-type: none"> <li>• <b>Construction Representation - Certificate of Occupancy</b></li> </ul>	<ul style="list-style-type: none"> <li>• Review documentation to confirm that all governing authorities have inspected and approved the Project evidenced by the receipt of Certificate of Occupancy.</li> </ul>	<p><b>Construction Post TCO Occupancy</b></p>
<ul style="list-style-type: none"> <li>• <b>Close-out</b></li> </ul>	<ul style="list-style-type: none"> <li>• Monitor the design team, General Contractor, building officials, and Client’s operations team, to transition the Project from a construction project to an occupied and operating property. Monitor the General Contractor’s submittal of the documentation required by the contract including shop drawings, surveys and drawings, operating manuals, and warranties. Confirm Client has all appropriate close out and warranty documentation.</li> </ul>	<p><b>Construction Post TCO Occupancy</b></p>
<ul style="list-style-type: none"> <li>• <b>Close-out - Final Payment</b></li> </ul>	<ul style="list-style-type: none"> <li>• Upon confirmation of the approved/completed punch list, recommend to the Client/Owner the release of retention and the General Contractor Final Payment.</li> </ul>	<p><b>Construction Post TCO Occupancy</b></p>

# 8 FEE PROPOSAL



# 8 FEE PROPOSAL

## professional fees

Based upon the proposed Scope of Services and Project Schedule, we are proposing a fixed fee as delineated below, to be billed on a monthly basis. We are basing this fixed fee on an initial 9-month engagement. We assume a start date of July 1, 2024 and a completion by of March 31, 2025. Should the project schedule or scope change, we can recalculate our fee and update this Fee Proposal.

CATEGORY	DURATION	\$/MONTH	TOTAL PER PHASE
• Phase 1 - Design & Permitting	5 Month	\$12,600	\$63,000
• Phase 2 - Construction	4 Months	\$12,900	\$51,600
• TOTAL	9 Months	--	\$114,600

## reimbursable expenses

Reimbursable expenses will be billed monthly, at direct cost, without markup. These expenses include:

- All mailing, messenger and delivery service charges
- Costs associated with local area transportation, including mileage, parking, and taxis
- Printing and reproduction expenses from outside services
- Expenses for out-of-town travel as approved and directed by the Client, including airfare plus non-elective change fees, baggage fees, and WiFi



# 9 PMA REFERENCES

# 9 PMA REFERENCES

REFERENCE	CONTACT INFO
<ul style="list-style-type: none"><li>• <b>Chris Scheirer</b></li><li>• PIMCO</li><li>• Office Services Manager</li></ul>	<p>chris.scheirer@pimco.com (949) 500-8477</p>
<ul style="list-style-type: none"><li>• <b>Reagan Van Matre</b></li><li>• Fortiv (acquired Accruent)</li><li>• Director, Strategic Sourcing, Real Estate &amp; Facilities</li></ul>	<p>reagan.vanmatre@ftvbsllc.com (512) 284-2107</p>
<ul style="list-style-type: none"><li>• <b>Trevor Dielmann</b></li><li>• AMD</li><li>• Global Project Manager</li></ul>	<p>trevor.dielmann@amd.com (512) 284-2107</p>
<ul style="list-style-type: none"><li>• <b>Trey Nichols</b></li><li>• Accessible Housing Austin Trey Nichols</li><li>• Executive Director</li></ul>	<p>trey.nichols@ahaustin.org (737) 704-4821</p>



# thank you

ROSS ANDERS  
AUSTIN OFFICE  
512.351.7885

AUSTIN

CHICAGO

LOS ANGELES

NEW YORK

ORLANDO

SAN DIEGO

SAN FRANCISCO

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[pmainc.com](http://pmainc.com)

**PROJECT MANAGEMENT ADVISORS, INC. CONSULTING SERVICES AGREEMENT**

This CONSULTING SERVICES AGREEMENT ("Agreement") is entered into as of 8/7/2024 by and between THE HOUSING AUTHORITY OF THE CITY OF AUSTIN (the "Client") and Project Management Advisors, Inc. (the "Consultant").

**RECITALS**

- A. The provision of Project Management Services on behalf of the Client for the development of Interior Renovations to HACA Central Administration Building, Phase 1, to be constructed at 1124 So. IH-35, Austin TX 78704 (the "Project").
- B. The Client desires to retain the services of the Consultant to consult with the Client with respect to the Project, all in accordance with and pursuant to the terms and conditions contained herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

**1. Term of Engagement.**

- 1.1 The term of this Agreement and of the engagement of the Consultant by the Client ("Term") is from August 1<sup>st</sup>, 2024 to a date which is no later than March 31, 2025. The latter date is 365 days after the currently projected date of substantial completion of the Project. The Term is subject to earlier termination or extension as provided in this Agreement.

**2. Services to be Performed by Consultant - General.**

- 2.1 Consulting Services. The Client engages and authorizes the Consultant to provide the services described in this Agreement relating to the Project and included in Attachment A to this Agreement (the "Services") and the Consultant agrees to provide the Services. The consultant may provide services in addition to the Services as mutually agreed upon by the Client and the Consultant ("Additional Services"). Compensation for Additional Services shall be determined in accordance with Attachment B or as otherwise agreed in writing by the Client and the Consultant.
- 2.2 Standard of Care. The Consultant agrees to provide the Services and any Additional Services in accordance with the professional standards established by other consultants providing similar professional services in the Project's geographic area.

**3. Compensation**

- 3.1 The Client agrees to pay the Consultant fees calculated in accordance with Attachment B. If Attachment B provides for fees to be calculated on an hourly rate basis, the hourly rates are subject to change at the beginning of each calendar year.



- 3.2 The Client shall also reimburse the Consultant for reimbursable expenses incurred as provided in Attachment B.
- 3.3 Should the scope of Services or Additional Services, area of the Project or the Term change materially, the Consultant and the Client will negotiate in good faith to determine any equitable adjustment in Consultant's compensation that is appropriate in light of the material change in scope, area or Term.
- 3.4 The Consultant will submit invoices for fees plus reimbursable expenses to the Client from time to time during the Term, but not more frequently than monthly. Client will pay Consultant's invoices within 30 days of receipt.

**4. Termination**

- 4.1 Termination for Cause. If a party to this Agreement fails to perform in accordance its terms, the other party shall have the right to give written notice of non-performance to the non-performing party. If the non-performing party fails to cure its non-performance within 10 days following the date notice is given, the aggrieved party shall have the right, upon written notice, to terminate this Agreement. Notwithstanding this Paragraph 4.1, termination for non-payment shall be addressed as provided in Paragraph 4.3.
- 4.2 Termination Without Cause. The Client shall have the right to terminate this Agreement without cause prior to the end of the Term by giving notice to the Consultant, which termination shall be effective 30 days from the effective date of the notice. From the date a termination notice is delivered through the effective date of termination, and to provide for orderly transfer and closure of Consultant's Services, Consultant will continue to provide Services and Client will continue to make payments for Services (calculated by reference to Consultant's monthly fee or, if no monthly fee is provided for in this Agreement, on the basis of the billing rates included on Attachment B to this Agreement) and for Consultant's reasonable, actually incurred expenses.
- 4.3 Suspension and Termination for Non-Payment. If any Consultant invoice remains unpaid for more than 30 days after Client's receipt, Consultant may, upon written notice to Client, suspend its provision of Services at any time thereafter so long as such invoice remains unpaid at the time of such notice. Suspension shall be effective 10 days after notice of suspension for non-payment is provided to Client by Consultant. If such invoice remains unpaid 10 days after a suspension notice is provided to Client by Consultant, Consultant may provide a notice of termination for non-payment to Client at any time thereafter so long as such invoice remains unpaid at the time of such notice. This agreement shall be terminated without further action by Consultant 10 days after Consultant provides a notice of termination for non-payment to Client if such invoice remains unpaid at that time.

5. **Insurance**

- 5.1 The Client shall carry, during the Term of this Agreement, General Liability Insurance and Contractual Liability Insurance insuring the Client's indemnity described in Section 6 below.
- 5.2 The Client shall have the Consultant named as an additional insured party under the foregoing insurance policies and shall deliver Certificates of Insurance to the Consultant within 14 days after the date of this Agreement. The Client waives recourse against the Consultant to the extent that any loss is insured under such insurance policies, and with respect to the deductibles (if any) under such insurance policies. Client agrees that its insurers shall have no right of subrogation against the Consultant with respect to losses paid under such insurance policies and to indemnify Consultant with respect to any subrogation claim.
- 5.3 The Consultant shall carry, during the term of this Agreement, General Liability Insurance insuring the Consultant's indemnity described in Section 6 below.
- 5.4 The Consultant shall have the Client named as an additional insured party under its General Liability Insurance policy and shall deliver its Certificate of Insurance to the Client within 14 days after the date of this Agreement. The Consultant waives recourse against the Client to the extent that any loss is insured under such insurance policies, and with respect to the deductibles (if any) under such insurance policies. Consultant agrees that its insurers shall have no right of subrogation against the Client with respect to losses paid under such insurance policies and to indemnify Client with respect to any subrogation claim.
- 5.5 The Client shall cause the Consultant to be named as an additional insured party under all policies purchased and maintained by all consultants, contractors, subcontractors and any other party providing service or materials in connection with the Project for the following types of coverage: Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, Builder's Risk Insurance and Equipment Floater Insurance. The Client shall cause certificates of such insurance to be delivered to the Consultant within 14 days after the date on which the Client enters into contracts with any of the foregoing parties.

6. **Indemnification**

- 6.1 **TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS SET OUT IN SECTION 6.2, BELOW, CONSULTANT SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND CLIENT AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR CONSULTANT'S PERFORMANCE OF THE SERVICES OR OTHER ACTIVITIES OF CONSULTANT, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF CONSULTANT OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONSULTANT OR ANY FOR WHOSE ACTS CONSULTANT MAY BE LIABLE. .**



- 6.2 NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND CLIENT, AND ALL OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE, OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CONSULTANT OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF CLIENT AND CONSULTANT THAT IN SUCH EVENT THE CONSULTANT IS TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNITEES FOR THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE, OR DEATH OF CONSULTANT'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR CONSULTANT UNDER WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. CONSULTANT SHALL PROCURE LIABILITY INSURANCE COVERING ITS OBLIGATIONS UNDER THIS PARAGRAPH.
- 6.3 THE CLIENT SHALL INDEMNIFY AND HOLD THE CONSULTANT AND ITS RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS ARISING OUT OF ANY NEGLIGENT ACT, ERROR, OR OMISSION BY CLIENT RELATING TO AN EVENT AFFECTING OR ASSOCIATED WITH THE PROJECT PREMISES OR THE PROJECT OR OTHERWISE ATTRIBUTABLE TO THE PROJECT, INCLUDING BUT NOT LIMITED TO THE PRESENCE, INTRODUCTION OR REMOVAL OF HAZARDOUS MATERIALS.
- 6.4 If the Consultant is required to produce Project-related documents in any litigation or arbitration proceeding to which the Consultant is not a party, the Client shall reimburse the Consultant on demand for the Consultant's actual costs of complying with the document production requirement, including but not limited to file retrieval costs, copying costs, transportation costs and the value of the time expended by the Consultant's personnel, to the extent that such costs exceed any witness fee paid to the Consultant in connection with the document production.

## 7. General Provisions

- 7.1 Responsibility for Acts. The duties which shall be performed by the Consultant pursuant to this Agreement shall not constitute the Consultant as architect, engineer, contractor, construction manager, safety consultant, environmental consultant, real estate property or asset manager, attorney or public accountant nor impose upon the Consultant any obligation to assume, render or perform on behalf of the Client any responsibilities, duties, services or activities assumed or rendered by any architect, engineer, contractor, construction manager, safety consultant, environmental consultant, real estate property or asset manager, attorney or public accountant employed by the Client for the Project nor impose any liability upon the Consultant with respect



thereto. The responsibility and liability for performing the design work and construction work on the Project in accordance with any architectural services or engineering services contract and any construction contract, and of assuring and certifying such performance, shall be solely that of the Project architect or Project engineer and construction contractor performing such services or doing such work. The responsibility and liability for performing property management or asset management services for the Project or the real estate associated with the Project shall be the sole responsibility of the Client or service providers hired by the Client other than the Consultant.

Consultant does not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, nor shall Consultant be responsible or liable for the acts or omissions of any member of the design team and/or any consultant, contractor, subcontractor or their agents or employees or any other person's performance of any work in connection with the Project. Consultant's access to and/or review of any architectural, engineering, design, shop or other construction drawings or materials for the Project shall not constitute approval by Consultant of any safety precautions or any construction means, methods, techniques, sequences or procedures contained therein. The Consultant shall have no responsibility for job site safety on the Project, either before, during or after the Project has been completed. The contractor and subcontractors shall have full and sole authority for all safety programs and precautions in connection to the construction work. If and when Consultant is present at the Project, such presence is only for the purpose of endeavoring to inform the Client as to the status of the Project, and Consultant shall have no authority to take any action on the site regarding safety precautions or procedures. No provision of this Agreement shall confer upon the Consultant any duty owed under the common law, OSHA, or any other statute or regulation relating to construction workers or any other party regarding safety or the prevention of accidents at the jobsite.

- 7.2 Limitation of Liability. Notwithstanding anything to the contrary contained in this Agreement, the Consultant's liability to the Client for claims, damages or losses arising out of or in any way related to the services performed by the Consultant, and/or the Consultant Affiliates shall be limited (except in the event of the Consultant's or the Consultant Affiliate's willful misconduct or gross negligence) to two times the amount of Consultant's fee set forth in Attachment B hereto. The Consultant's services are being performed solely for the Client's benefit, and architects, engineers, consultants, contractors, subcontractors, suppliers and other third parties are not beneficiaries of this Agreement, except as provided expressly in this Agreement with respect to indemnification.
- 7.3 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.
- 7.4 Entire Agreement. This Agreement contains the entire agreement and supersedes any and all prior oral and written agreements between the Client and the Consultant with respect to its subject matter. This Agreement shall not be modified or amended except in writing signed by both the Client and the Consultant.
- 7.5 Consultant's Authority. The person signing this Agreement on behalf of the Consultant represents and warrants that he/she has full power, authority and right to do so. The Consultant designates



Ross Anders as its Consultant Contact for the Project. The Consultant Contact is authorized to receive any and all communications from the Client in respect of the Project and this Agreement. Any and all directions, instructions and information given by the Consultant Contact to the Client shall be deemed authorized by the Consultant. The Consultant may change its Consultant Contact from time to time by giving the Client written notice of the change in accordance with Paragraph 7.9.

- 7.6 Client's Authority. The person signing this Agreement on behalf of the Client represents and warrants that he/she has full power, authority and right to do so. The Client designates Sylvia Blanco Calderon as its Client Contact for the Project. The Client Contact is authorized to receive any and all communications from the Consultant in respect of the Project and this Agreement. Any and all directions, instructions and information given by the Client Contact to the Consultant shall be deemed authorized by the Client. The Client may change its Client Contact from time to time by giving the Consultant written notice of the change in accordance with Paragraph 7.9.
- 7.7 Assignment. Neither party may assign this Agreement without obtaining the prior written consent of the other party.
- 7.8 Survival. Termination or expiration of this Agreement shall not terminate any liability or obligation of either party for any indemnification, payment, reimbursement or other sum of money then due and payable or thereafter becoming due and payable.
- 7.9 Notices. All notices hereunder shall be in writing and shall be deemed to have been duly given if delivered in person, sent by certified mail, return receipt requested, postage prepaid, sent by overnight courier, or sent by email to the address set forth below:

If to the Consultant, to: Project Management Advisors, Inc.  
120 South Riverside Plaza  
Suite 1975  
Chicago, IL 60606  
Email: [rossa@pmainc.com](mailto:rossa@pmainc.com)  
Attention: Ross Anders

with a copy to: Project Management Advisors, Inc.  
120 South Riverside Plaza  
Suite 1975  
Chicago, IL 60606  
Email: [rogerm@pmainc.com](mailto:rogerm@pmainc.com)  
Attention: Roger McCarron

If to the Client, to: Sylvia Blanco Calderon  
Chief Operating Officer  
Housing Authority of the City of Austin  
1124 S. IH 35  
Austin, TX 78704  
[sylviab@hacanet.org](mailto:sylviab@hacanet.org)

with a copy to: Jimi Teasdale  
Director of Planning & Modernization  
Housing authority of the City of Austin  
1124 S. IH 35  
Austin, TX 78704  
[jimt@hacanet.org](mailto:jimt@hacanet.org)

or such other address as a party may from time to time designate by notice given to the other parties in the manner provided above. Notices shall be deemed to have been given upon delivery or refusal of delivery, three business days after mailing, one business day after deposit with an overnight courier for next business day delivery or upon confirmation of email receipt, as the case may be.

- 7.10 Hiring of Client Servicers. In addition to all other fees provided for in this Agreement, the Client shall immediately pay the Consultant a fee in the amount of \$100,000 if, during the term of this Agreement (including any extension hereof) or within one year thereafter, the Client or any Client Affiliate hires as an employee or engages as an independent contractor any Client Servicer who is still providing services to Consultant at the time of such employment or engagement. “Client Servicer” means any person who participates in providing services to the Client under this Agreement. “Client Affiliate” means any person or firm that directly or indirectly (a) owns or controls the Client, or (b) is owned or controlled by the Client, or (c) is under common ownership or control with the Client, or (d) is the successor to the Client’s business by merger, purchase or other acquisition.
- 7.11 Disposition of Files. The Consultant at the Consultant’s election may dispose of any or all Project-related files, provided that at least one year has elapsed since submission of the final invoice to the Client under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first set forth above.

"The Client"

Housing Authority of the City of Austin

Signed by:  
By: Sylvia Blanco Calderon  
2D88924CD008D4A2...  
Title: Chief operating officer

"The Consultant"

Project Management Advisors, Inc.

DocuSigned by:  
By: Ross Anders  
0C9FBAC851BC476...  
Title: Vice President and GM, Austin



## Attachment A

### **Goals**

The intent of contracted services would be to ensure:

- The owner's desires and interests are protected throughout the entirety of the project
- The project achieves the highest level quality possible
- The project is delivered on time and on budget

### **Scope**

The Contractor will provide, but not be limited to, the following services throughout the project, which are customary and usual functions of a construction manager.

- All Phases
  - Represent Owner and report to owner as needed
  - Approve applications for payment of work
  - Monitor schedule and budget
  - Monitor performance against contract
  - Communicate and Coordinate with GC, Architect and Owner
- Construction Phase
  - Monitor progress of construction and adherence to the schedule
  - Inspect for quality of craftsmanship, quality of materials and conformity to drawings and specs
  - Assist in the resolution of issues affecting construction
  - Perform weekly site visits and provide weekly progress reports
  - Attend monthly draw meetings
  - Review drawings, submittals and change orders
  - Monitor delivery of long lead or specialty items
- Post- Construction Phase
  - Create punch lists for all apartment units, common areas, and site work
  - Ensure completion of all punch items
  - Ensure delivery of as-built drawings and close-out documents
  - Ensure contract compliance prior to final payment
  - Monitor timely completion of warranty work

**Attachment B**

Compensation

**Professional Fees** – We have prepared a scope of services and fixed fee proposal based upon our understanding of the project scope. This proposed fixed fee is based upon the understanding of the project schedule and is subject to modification if schedule changes occur. We assume a project service start of Augusts 1<sup>st</sup> 2024 and a final completion date no later than March 31<sup>st</sup> 2025 depending on the schedule chosen, subject to extension by the parties as set forth in the Agreement. Adjustment to this schedule as required by the project, or additional scope beyond the proposed may be subject to commensurate adjustment of the fee. For the sake of simplicity, the fixed fee scenarios have been “annualized”. Please note that all project costs are subject to annual cost adjustments to reflect modest changes in the hourly billable rate of the associates involved in this project, after the initial Term.

**FEE SUMMARY TABLE:**

**Proposed Baseline Schedule:**

CATEGORY	DURATION	\$/MONTH	TOTAL PER PHASE
• Phase 1 - Design & Permitting	5 Month	\$12,600	\$63,000
• Phase 2 - Construction	4 Months	\$12,900	\$51,600
• TOTAL	9 Months	--	\$114,600

**Reimbursable Expenses** - Reimbursable expenses will be billed monthly, at direct cost, without markup. These expenses may include:

- All mailing, messenger and delivery service charges
- Costs associated with local area transportation, including mileage, parking, and taxis
- Printing and reproduction expenses from outside services
- Expenses for out-of-town travel as approved and directed by the client



# HOUSING AUTHORITY OF THE CITY OF AUSTIN

## BOARD ACTION REQUEST

### RESOLUTION NO. 02857

#### PURCHASING ITEM NO. 5.

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**MEETING DATE:** August 15, 2024

**STAFF CONTACT:** Sylvia C. Blanco, Chief Operating Officer

**ITEM TITLE:** Presentation, Discussion, and Possible Action regarding Resolution No. 02857:  
Approving the purchase and replacement of five heavy duty trucks for property maintenance

**BUDGETED ITEM:** Yes

**TOTAL COST:** \$318,226.75

#### ACTION

The Board is being asked to approve the purchase of five heavy duty trucks from Chuck Nash GMC not to exceed \$318,226.75.

#### SUMMARY

##### ***Background:***

HACA's LIH Dept. has an aging inventory of service trucks including vehicles purchased in 2010 and 2012. As a result, multiple vehicles have high mileage with repair costs that have hit the threshold of diminishing returns on expenses. Funds are better spent on new vehicles than investing more in these aging vehicles within the fleet. There is an immediate need for the replacement of four(4) maintenance service trucks and one (1) truck for the Operations Dept. for their service needs to pull sewer jets, trailers, and bulk debris.

While there is interest in hybrid and electric trucks, the industry currently does not have hybrid or electric vehicles that meet the durability needs for this service work. Additionally, the cost benefit is not there yet. A hybrid or electric truck will cost more than \$20,000 more, while only providing 5-7 miles per gallon in additional fuel efficiency. However, by replacing these 4 aging trucks with newer gas engine trucks, HACA will be able to increase fuel efficiency by more than 10 miles per gallon over the existing trucks.

##### ***Process:***

A team of staff from the OPS, LIH and P&D Departments performed pricing comparisons on various styles and makes of vehicles that could meet the needs of the agency. The styles and manufacturers selected for purchase provide the agency with the best performance, value and estimated longevity of the vehicle, based on available reviews, industry information, and experience and opinion of the vetting team. Appropriate vehicles were reviewed as available, from most major auto manufacturers (Ford / Dodge / Chevrolet / GMC /

Toyota). Similar options, sizes, and after-market additions, specific to the agency's needs, were compared for best pricing, occupant comfort and convenience, warranty, overall value, and most importantly, availability. Final selections were largely based on the ability to obtain the needed vehicles in a short timeframe of weeks instead of months, as quoted by most dealers, including the state contract providers.

***Staff Recommendation:***

Staff recommends purchasing four (4) heavy duty truck GMC Sierra 2500 2X4 for HACA'S LIH Department at \$62,196.75 each and 1 heavy duty GMC 3500 4 X 4 for OPS Department at \$69,4339.75 for their service needs to pull a trailer for bulk/WRITS pickups and weather related emergencies. The dealer determined to provide the best offer was Chuck Nash of San Marcos. A total of \$318,226.75 for all five trucks including 125K mile warranties with a \$100 deductible.

**ATTACHMENTS:**

- ▣ **ATTACHMENT 01: QUOTES.CHUCK.NASH**
- ▣ **ATTACHMENT:02 QUOTE.TIPS.COOPERATIVE**
- ▣ **ATTACHMENT 03:QUOTE.STATE.OF TEXAS.COOPERATIVE.TERM.CONTRACT**



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**RESOLUTION NO. 02857**

**RESOLUTION APPROVING THE PURCHASE AND REPLACEMENT OF FIVE HEAVY DUTY TRUCKS FOR PROPERTY MAINTENANCE**

**WHEREAS**, the Housing Authority of the City of Austin has budgeted funds under its 2024-2025 fiscal year for the replacement of needed HACA Fleet vehicles and trucks; and

**WHEREAS**, five trucks of HACA's fleet inventory have reached and surpassed the end of life value; and

**WHEREAS**, staff performed pricing comparisons on various styles and makes of vehicles that could meet the needs of the agency; and

**WHEREAS**, the purchase will be from a local dealership that can provide the desired vehicle with immediate delivery; and

**NOW, THEREFORE BE IT RESOLVED** that the Housing Authority of the City of Austin Board of Commissioners authorizes the President & CEO to purchase five trucks not to exceed \$318,226.75.

**PASSED, APPROVED AND ADOPTED** this 15th Day of August, 2024.

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**Michael G. Gerber, Secretary**

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**Carl S. Richie, Jr., Chairperson**

QUOTE 3500 GMC 4X4

CHUCK NASH CHEVROLET BUICK GMC  
MOTOR VEHICLE PURCHASE ORDER

E-Mail: NORAV@HACANET.ORG DATE 06/24/2024

Sold To HOUSING AUTHORITY OF THE CITY OF AUSTIN Phone No. 5128048480

Address 1124 S. IH 35 City AUSTIN State TX Zip \_\_\_\_\_

(NEW)  (USED)

Quantity	Make	Year	Model	Body Type
1	GMC	2024	SIERRA 3500HD	PK
1GT49SE75RF357130	GMC	2024	WHITE	PK
Serial No.	Stock No.	License No.	Color	Trim

Additional Accessories	Price of unit	66409.00
<b>ALUMINUM LIFTGATE - \$4,284.00 INSTALLED</b>	Accessories	
<b>SIDE STEPS \$387.00 - INSTALLED</b>	<b>REBATE</b>	<b>500.00</b>
<b>HEADACHE RACK - \$ 725.00 INSTALLED</b>	<b>EXT WARR 60MO/125K/\$100 DEDUCT</b>	<b>3500.00</b>
<b>BEDLINER - \$599.00 INSTALLED</b>	Sub-Total	<b>69409.00</b>
<b>BACKUP ALARM - \$195.00 INSTALLED</b>	Trade-in Allowance	<b>0</b>
<b>CERAMIC TINT - \$699.00 INSTALLED</b>	Sub-Total	<b>69409.00</b>
<b>BERIZED FLOOR PROTECTION - \$250.00 INSTALLED</b>	State Tax	<b>0</b>
<b>ADDITIONAL KEY AND PROGRAMMING - \$350.00</b>	Dealer's Inventory Tax	<b>0.00</b>
<small>**The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.</small>	License	<b>7.00</b>
	Inspection \$ <b>23.75</b> Title \$ <b>0</b>	<b>23.75</b>
	Documentary Fee	<b>0.00</b>

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LA VENTA UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGE POR LEY

DESCRIPTION OF TRADE IN

Make \_\_\_\_\_ Model \_\_\_\_\_  
 S. N. \_\_\_\_\_ Year \_\_\_\_\_  
 License No. \_\_\_\_\_ Body Type \_\_\_\_\_  
 Amount Allowed \_\_\_\_\_  
 OWES TO \_\_\_\_\_ **0.00**  
 Net Allowance \_\_\_\_\_  
 Account No. \_\_\_\_\_

Sub-total	<b>69439.75</b>
Cash Payment	<b>0.00</b>
Balance owed on trade in	<b>0.00</b>
Unpaid Balance	<b>69439.75</b>
Insurance	<b>0.00</b>
Total Unpaid Balance	<b>69439.75</b>

ODOMETER MILEAGE STATEMENT  
(Unit Purchased)

ODOMETER MILEAGE STATEMENT  
(Trade In)

(Federal regulations require you to state the odometer mileage upon transfer ownership. An inaccurate or untruthful statement may make you liable for damages to your transferee, for attorney fees, and for civil or criminal penalties pursuant to 5 409, and 413 of the Motor Vehicle Information and Cost Savings Act of 1972. Public Law 92-513, as amended by Public Law 94-364).

I, **CHUCK NASH CHEVROLET BUICK** state that the odometer

I, \_\_\_\_\_ state that the odometer

of the vehicle described above now reads **25** miles/  
(Check one box only)

of the vehicle described above now reads \_\_\_\_\_ miles/  
kilometers. (Check one box only)

- (1) I, hereby certify that, to the best of my knowledge, the odometer reading as stated above reflects the actual mileage of the vehicle described above.
- (2) I, hereby certify that, to the best of my knowledge, the odometer reading as stated above reflects the amount of mileage in excess of the vehicle described above.
- (3) I, hereby certify that, to the best of my knowledge, the odometer reading as stated above is NOT the actual mileage of the vehicle described above and should not be relied upon.

- (1) I, hereby certify that the odometer of said vehicle was not altered, set back or disconnected while in my possession and I have no knowledge of anyone else doing so.
- (2) I, hereby certify that the odometer was altered for repair or replacement purposes while in my possession and that the mileage registered on the repaired or replacement odometer was identical to that before service.
- (3) I, hereby certify that the repaired or replacement odometer was incapable of registering the same mileage, that it was reset to zero, and that the mileage on the original odometer, or odometer before repair, was \_\_\_\_\_ miles/kilometers.

Buyer's Signature \_\_\_\_\_

Buyer's Signature \_\_\_\_\_

Seller's Signature \_\_\_\_\_

Seller's Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

STATEMENT REGARDING DOWN PAYMENT

DISCLAIMER OF WARRANTIES

A Federal Trade Commission rule prohibits sellers and lessors of consumer goods and services from accepting from the consumer the proceeds of a purchase money loan unless certain required disclosures were included in the loan contract entered into between the consumer and the lender. To assist us in complying with this Federal rule, the following information is required.  
 ( ) I hereby certify that none of the funds used in payment of the above described vehicle were obtained as the result of loan from a creditor.

Any warranties on the products sold hereby are those made by the manufacturer. The seller, Powell Watson, Inc., hereby expresses disclaims all warranties, either express or implied, including any implied warranty MERCHANTABILITY or fitness for a particular purpose, and Powell Watson Motors Inc., neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 ( ) Funds for full or partial payment for the above described vehicle were secured from

Sold by \_\_\_\_\_  
 Accepted by \_\_\_\_\_

(Creditor) \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

PURCHASER'S SIGNATURE  
 This order is not Binding on dealer until accepted by dealer in writing

QUOTE 2500GMC 2X4

CHUCK NASH CHEVROLET BUICK GMC  
MOTOR VEHICLE PURCHASE ORDER

E-Mail: NORAV@HACANET.ORG DATE 06/27/2024  
Sold To HOUSING AUTHORITY OF THE CITY OF AUSTIN Phone No. 512-804-8480  
Address 1124 S. IH 35 City AUSTIN State TX Zip \_\_\_\_\_

(NEW USED)

Quantity	Make	Year	Model	Color	Body Type
1	GMC	2024	SIERRA 2500HD	WHITE	PK
1GT58LE79RF424535	GMC	2024			PK
Serial No.	Stock No.	License No.	Color	Trim	

Additional Accessories	Price of unit	
ALUMINUM LIFTGATE - \$4,284.00 INSTALLED	Accessories	59166.00
SIDE STEPS - \$387.00 INSTALLED	REBATE	500.00
HEADACHE RACK - \$ 725.00 INSTALLED	EXT WARR 60MO/125K/\$100 DEDUCT	3500.00
BEDLINER - \$599.00 INSTALLED	Sub-Total	62166.00
BACKUP ALARM - \$195.00 INSTALLED	Trade-in Allowance	0
CERAMIC TINT - \$699.00 INSTALLED	Sub-Total	62166.00
SUPER SPRINGS - \$822.00 INSTALLED	State Tax	0
ADDITIONAL KEY AND PROGRAMMING - \$350.00	Dealer's Inventory Tax	0.00
**The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.	License	7.00
	Inspection \$ 23.75 Title \$ 0	23.75
	Documentary Fee	0.00

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DESCRIPTION OF TRADE IN

Make \_\_\_\_\_ Model \_\_\_\_\_  
S. N. \_\_\_\_\_ Year \_\_\_\_\_  
License No. \_\_\_\_\_ Body Type \_\_\_\_\_  
Amount Allowed \_\_\_\_\_  
OWES TO \_\_\_\_\_ 0.00  
Net Allowance \_\_\_\_\_  
Account No. \_\_\_\_\_

Sub-total	62196.75
Cash Payment	0.00
Balance owed on trade in	0.00
Unpaid Balance	62196.75
Insurance	0.00
Total Unpaid Balance	62196.75

ODOMETER MILEAGE STATEMENT  
(Unit Purchased)

(Federal regulations require you to state the odometer mileage upon transfer ownership. An inaccurate or untruthful statement may make you liable for damages to your transferee, for attorney fees, and for civil or criminal penalties pursuant to S 409, and 413 of the Motor Vehicle Information and Cost Savings Act of 1972, Public Law 92-513, as amended by Public Law 94-364).

I, **CHUCK NASH CHEVROLET BUICK** state that the odometer of the vehicle described above now reads \_\_\_\_\_ miles/  
(Check one box only)

- I, hereby certify that, to the best of my knowledge, the odometer reading as stated above reflects the actual mileage of the vehicle described above.
- I, hereby certify that, to the best of my knowledge, the odometer reading as stated above reflects the amount of mileage in excess of the vehicle described above.
- I, hereby certify that, to the best of my knowledge, the odometer reading as stated above is NOT the actual mileage of the vehicle described above and should not be relied upon.

Buyer's Signature: *[Signature]*  
Seller's Signature: *[Signature]*  
Date: \_\_\_\_\_

STATEMENT REGARDING DOWN PAYMENT

A Federal Trade Commission rule prohibits sellers and lessors of consumers goods and services from accepting from the consumer the proceeds of a purchase money loan unless certain required disclosures were included in the loan contract entered into between the consumer and the lender. To assist us in complying with this Federal rule, the following information is required.  
( ) I hereby certify that none of the funds used in payment of the above described vehicle were obtained as the result of loan from a creditor.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
( ) Funds for full or partial payment for the above described vehicle were secured from (Creditor) \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

I, \_\_\_\_\_ state that the odometer of the vehicle described above now reads \_\_\_\_\_ miles/  
(Check one box only)

- I, hereby certify that the odometer of said vehicle was not altered, set back or disconnected while in my possession and I have no knowledge of anyone else doing so.
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- I, hereby certify that the repaired or replacement odometer was incapable of registering the same mileage, that it was reset to zero, and that the mileage on the original odometer, or odometer before repair, was \_\_\_\_\_ miles/kilometers.

Buyer's Signature \_\_\_\_\_  
Seller's Signature \_\_\_\_\_  
Date \_\_\_\_\_

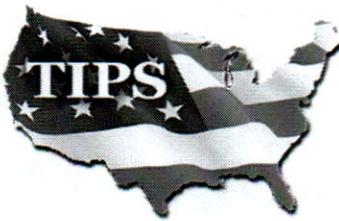
DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer. The seller, Powell Watson, Inc., hereby expresses disclaims all warranties, either express or implied, including any implied warranty MERCHANTABILITY or fitness for a particular purpose, and Powell Watson Motors Inc., neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

Sold by \_\_\_\_\_  
Accepted by \_\_\_\_\_

PURCHASER'S SIGNATURE

This order is not Binding on dealer until accepted by dealer in writing



**PRODUCT PRICING SUMMARY**  
**TIPS USA 210907 TRANSPORTATION VEHICLES**  
**VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656**

**End User:** HOUSING AUTHORITY OF AUSTIN  
**Contact:** NORA VELASCO  
**Email:** norav@hacanet.org  
**Product Description:** FORD F250 EXTENDED CAB

**Prepared by:** JARROD RUNNELS  
**Phone:** 409-895-3858 / 409-749-9556  
**Email:** jrunnels@silsbeefleet.com  
**Date:** September 13, 2023

A. Bid Item:           X2A           A. Base Price: \$ **46,429.00**

**B. Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
		\$ -		2024 FORD F250 EXTENDED CAB	\$ -
				8' BED 56" CA 4X4	
				POWER WINDOWS/LOCKS/MIRROR	
				6.8L V8 GAS ENGINE	
				10 SPD AUTOMATIC TRANS	
				BLUETOOTH	
				TRAILER TOWING PACKAGE	
				VINYL SEATING 40/20/40	\$ -

**Total of B. Published Options:** \$ -

**Published Option Discount (5%):** \$ -

**C. Unpublished Options**

Description	Bid Price	Options	Bid Price
LIFTGATE STEEL PLATFORM 1300# CAPACITY	\$ 3,874.00		
		150-180 DAYS ARO	
4x4 UPGRADE	\$ 3,440.00		

**Total of C. Unpublished Options:** \$ 7,314.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: \$ -

G. Additional Delivery Charge:           260           miles \$ 455.00

H. Subtotal: \$ 54,198.00

I. Quantity Ordered           1           x H = \$ 54,198.00

J. Trade in: \$ -

**Total Purchase Price**

Silsbee

State Contract  
Ford 250

Series 2510 (formerly 868E, 868D, 869E, 869D)

Vehicle Type: Class 2B - Full Size Pickup, Extended Cab (8,501 -10,000 lb. GVWR)

Commodity Code: 072-02-24  
 Standard Fuel type: Gasoline  
 Minimum hp: 380  
 Minimum Torque: 425 lb-ft.  
 Transmission: Automatic  
 Payload Capacity: Minimum 3,100 lbs  
 Minimum GVWR: Minimum 9,750 lbs  
 Bed length: Longest available OEM  
 Minimum Wheelbase: Manufacturer's standard for bed length specified

Bumper to Bumper Warranty: Minimum 3 years / 36,000 miles  
 Powertrain Warranty: Minimum 5 years / 100,000 miles

SILSBEE FORD, INC	
Base Vehicle Data	
Make & Code:	FORD F250, X2A
Model & Trim:	EXTENDED CAB, XL
Fuel type:	GASOLINE
hp:	385 HP
Torque:	430 LBS TORQUE
Transmission:	6 SPEED AUTOMATIC
Max Payload:	4202
GVWR:	10,000 LBS
Bed Length:	8 FT.
Wheelbase:	164 IN.
Warranty Information	
Bumper/Bumper:	3 YEARS/ 36,000 MILES
Powertrain:	5 YEARS/100,000

45 416.76  
 11 252.81  
 -----  
 \$56,669.57

Vehicle Type	Option Code	Base Vehicle	ARO (days)	Price	Make / Manufacturer	Model	Part No.	OEM Option
2510	Base Model	Class 2B - Full Size Pickup, Extended Cab (8,501 -10,000 lb. GVWR)	150	\$ 45,416.76	FORD F250	F250 XL	X2A	Y

Vehicle Type	Option Code	Options	ARO (days)	Price	Make / Manufacturer	Model	Part No.	OEM Option
2510	011	OPT 011 - Diesel Engine in lieu of standard engine; 475hp; 1050 Torque	150	\$ 9,566.51	6.7L V8 DIESEL ENDING	6.7L		Y
2510	030	OPT 030 - Bed liner, spray-on, Min. 1/8" on walls and 1/4" elsewhere, Rhino, Tuff Stuff, or equal	150	\$ 725.02	DEALER INSTALLED			N
2510	038	OPT 038 - (Delete) Daytime running lights	150	\$ (40.39)	FORD			Y
2510	051	OPT 051 - OEM Snow Plow Package, suspension upgrade, heavy-duty alternator with electrical pigtail.	150	\$ 241.38	FORD		473	Y
2510	052	OPT 052 - Four-wheel drive with locking hubs and skid plates	150	\$ 2,827.59	FORD	4X4		Y
2510	063	OPT 063 - Grille guard, w/ push bar pads, 14 ga round tube, bolted to frame. Black	150	\$ 1,050.15	ARIES / CATTLEMAN	ROUND TUBE GRILL GUARD	P3000 SERIES	NO
2510	257	OPT 257 - Seat fabric - cloth	150	\$ 98.52	FORD	CLOTH 40/20/40		Y
2510	306	OPT 306 - Floors - carpet with front and rear floor mats	150	\$ 1,684.73	FORD	FORD STX PACKAGE		Y
2510	512	OPT 512 - Body trim - upgrade to next available style	150	\$ 4,867.00	FORD	XLT PACKAGE		Y
2510	798	OPT 798 - Back-up alarm system, OEM installed	150	\$ 119.21	FORD		85H	Y
2510	800	OPT 800 - Reverse sensing system, OEM if available	150	\$ 833.40	FORD		76R	Y
2510	801	OPT 801 - Running Boards/Bar, full length of cab, OEM, color black	150	\$ 418.72	FORD		18B	Y
2510	803	OPT 803 - Up-fitter switches, min 4, mounted in cab and accessible to driver on right hand side	150	\$ 162.56	FORD		66S	Y
2510	810	OPT 810 - Window tint, 25% Visible Light Transmission, max. reflectance 25%. Min 3 year warranty.	150	\$ 214.58	DEALER INSTALLED			N
2510	812	OPT 812 - Rearview camera system, OEM if available.	150	\$ 319.70	FORD			Y
2510	813	OPT 813 - Headache rack, no louvers, window grille with L & R turn signals, brake & rev., all LED.	150	\$ 1,490.15	ROUGHNECK		BGGRF18LD	N
2510	814	OPT 814 - Tool box, single lid, heavy-duty, aluminum, low profile: Max 3.5" tall from bed rail.	150	\$ 1,266.90	CAM LOCKER		S71LP	N
2510	866B	OPT 866B - TxDOT make ready, Sedan, SUV, Van, Pickup.	150	\$ 1,773.40	DEALER INSTALLED			N
2510	916	OPT 916 - OEM installed short bed in lieu of long bed	150	\$ -	FORD			Y
2510	998	OPT 998 - Delivery with permanent license plates	150	\$ 206.90	DEALER INSTALLED			N
2510	008	OPT 008 - Additional key/fob combination unit or fob only where combination unit not available	150	\$ 192.12	DEALER INSTALLED		KEY/FOB	N
2510	014	OPT 014 - Engine, higher performance; 430 hp; 475 Torque	150	\$ 1,965.52	FORD	7.3L V8 GAS ENGINE		Y
2510	135	OPT 135 - Electric dash control switch control for 4x4	150	\$ -	FORD			Y
2510	200	OPT 200 - Lift Gate for Full Size Pickup, minimum 1,500-pound capacity.	150	\$ 7,244.83	TOMMY GATE W/CAM/SENSORS/HITCH	1500LB. LIFT GATE	G2-60-1542 TP38	NO
2510	776	OPT 776 - Delete - console	150	\$ -	FORD	FACTORY 40/20/40 SEAT		N
2510	862	OPT 862 - Truck bed cover, installed, Diamond Back # 270-CX or equal	150	\$ 3,993.60	DIAMOND BACK	BED COVER	270-CX	N
2510	866A	OPT 866A - TxDOT make ready with OEM modem, Sedan, SUV, Van, Pickup.	150	\$ 1,773.40	DEALER INSTALLED	0	TXDOT 866A	N
2510	890	OPT 890 - Max speed electronically governed at 65 mph	150	\$ -	FORD	FORD MYKEY		Y
2510	912	OPT 912 - Gooseneck hitch, 7-way wiring harness, under-bed, 2-5/16" turnover ball, safety chain.	150	\$ 1,993.01	FORD		53W-15J	Y

3-6 months delivery

**HOUSING AUTHORITY OF THE CITY OF AUSTIN**

**BOARD ACTION REQUEST**

**RESOLUTION NO. 02853**

**FINANCE  
ITEM NO. 6.**

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**MEETING DATE:** August 15, 2024

**STAFF CONTACT:** Barbara Chen, Chief Financial Officer

**ITEM TITLE:** Presentation, Discussion, and Possible Action on Resolution 02853: Amending the HACA Investment Policy to extend the term of any investment product from two (2) years to a period of up to five (5) years

**BUDGETED ITEM:** N/A

**TOTAL COST:** N/A

**ACTION**

Motion to Approve Resolution No. 02853, Approving the Amended Investment Policy of the Housing Authority of the City of Austin (HACA).

**SUMMARY**

***Background:***

The Housing Authority of the City of Austin's investment policy is required to conform to HUD and State requirements and provides assurance that funds are being managed prudently. HACA's amended investment policy was adopted and approved on October 21, 2021. The Texas Government Code Chapter 2256 which provide the regulations and guidelines for Texas local Government and Agency have been amended over the past twenty-five years. The proposed revisions will ensure alignment with HUD and State requirements and best practices as prescribed in HUD PIH Notice 96-37 and any amendments thereof, and the Texas Government Code Chapter 2256 and any amendments thereof.

***Process:***

It is the policy of HACA to invest surplus funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands. HACA will work with investment advisors who will assist in developing an investment strategy both short-term and long-term, and investing in multiple investment vehicles always considering staggered maturities, issuer, and returns to ensure diversification.

***Staff Recommendation:***

Staff recommends approval of the amended Investment Policy.

**ATTACHMENTS:**

▣ **Amended Investment Policy**

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**RESOLUTION NO. 02853**

**RESOLUTION APPROVING THE AMENDED INVESTMENT POLICY FOR THE HOUSING  
AUTHORITY OF THE  
CITY OF AUSTIN**

**WHEREAS**, the Housing Authority of the City of Austin’s investment policy is required to conform to U.S. Department of Housing and Urban Development (HUD) and State of Texas regulations and guidelines; and

**WHEREAS**, the proposed revisions will ensure alignment with HUD and State requirements; and

**NOW, THEREFORE, BE IT RESOLVED** that the Housing Authority of the City of Austin’s Board of Commissioners approve and adopt the Amended Investment Policy.

**PASSED, APPROVED AND ADOPTED** this 15th day of August 2024.

\_\_\_\_\_  
**Michael G. Gerber, Secretary**

\_\_\_\_\_  
**Carl S. Richie, Jr., Chairperson**



# HOUSING AUTHORITY OF THE CITY OF AUSTIN INVESTMENT POLICY

## I. OBJECTIVES:

The preservation of capital, liquidity, and maximization of interest earnings shall be the major objectives of the Housing Authority of the City of Austin (HACA) Investment Policy. Excess funds available for investment will be invested in accordance with federal and state laws, this investment policy and any written administrative procedures. HACA investment policy will follow HUD's investment procedures as outlined in PIH-96-37 and any amendments thereof and the State of Texas requirements applicable to the Housing Authorities as outlined in the Texas Government Code Chapter 2256 and any amendments thereof.

- 1) Preservation of capital – Safety of principal is the foremost objective in any HACA's investment transaction. Investments shall be undertaken in a manner to ensure the preservation of capital in the overall portfolio.
- 2) Liquidity – HACA's investment portfolio must be structured in conformance with an asset/liability management plan which provides for liquidity necessary to pay obligations as they become due. It shall be the HACA policy to limit the term of investments to a period of ~~two~~ five year or less.
- 3) Maximization of Investment Returns – It will be the objective of HACA to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives, investment strategies, and state and federal law governing investment of public funds.

## II. INVESTMENT AUTHORITY:

The investment program of HACA is the responsibility of the President & CEO or designee. It is HACA's policy to provide training required by the Public Funds act, Sec.2256.008 and provide training in investments through courses and seminars offered by professional organizations and associations in order to insure the quality and capability of the President & CEO or designee in making the investment decisions.

## III. ELIGIBLE INVESTMENTS:

The following are approved investment instruments for HUD and non-HUD funds:

1. Direct Obligations of the Federal Government Backed by the Full Faith and Credit of the United States
  - a. U. S. Treasury Bills
  - b. U. S. Treasury Notes and Bonds

2. Obligations of Federal Government Agencies
  - a. Federal Financing Bank (FFB)
  - b. Government National Mortgage Association (GNMA), Mortgage-Backed Securities (GNMA I and GNMA II)
  - c. GNAM Participation Certificates
  - d. Maritime Administration Merchant Marine Bonds, Notes and Obligations
  - e. Small Business Administration (SBA), Small Business Investment Corporation (SBIC) Debentures
  - f. Tennessee Valley Authority (TVA) Power Bonds and Notes
  
3. Securities of Government-Sponsored Agencies
  - a. Farm Credit Consolidated System-Wide Discount Notes
  - b. Federal Farm Credit Banks Consolidated System-Wide Bonds
  - c. Federal Home Loan Banks Consolidated Obligations
  - d. FHLMC Mortgage Participation Certificates (PC) (Guaranteed)
  - e. FHLMC Collateralized Mortgage Obligations (CMO's)
  - f. Federal National Mortgage Associations (FNMA) Debentures
  - g. FNMA Notes
  - h. FNMA Short-Term Discount Notes
  - i. FNMA Capital Debentures
  - j. Student Loan Marketing Associations (SLMA) Obligations
  
4. Demand and Savings Deposits
5. Money-Market Deposit Accounts
6. Municipal Depository Fund
7. Super NOW Accounts
8. Certificates of Deposit
9. Repurchase (repos) Agreements (term not to exceed 30 days)
10. Sweep Accounts
11. Separate Trading of Registered Interest and Principal of Securities Mutual Funds

The Following are additional authorized investments for the investment instruments of non-HUD funds under the Texas Government Code Chapter 2256 and any amendments thereof:

1. obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks
2. direct obligations of this state or its agencies and instrumentalities
3. collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States
4. other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including

- obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States
5. obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent

**IV. MATURITIES:**

Investment maturities will be selected in accordance with the HACA's cash flow needs and prevailing market conditions.

**V. INVESTMENT INSTITUTIONS:**

When investable funds are determined, investments will be made only with institutions approved by the Board of Commissioners through approved Depository Agreements. All commercial Banks, mutual savings banks, savings and loan associations, and credit unions approved as Depositors for HACA funds must maintain Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund (NCUSIF) Insurance coverage. HACA shall maintain a list of financial institutions and depositories authorized to provide investment services.

**VI. COLLATERIZATION:**

It will be HACA's policy to require that adequate HUD approved collateral be pledged for all deposits or investments with institutions exceeding the FDIC or NCUSIF insurance limit. The financial institution will be required to place securities in escrow with a separate unrelated bank or with a Federal Reserve Bank to secure these excess funds. Such collateral will be specifically pledged in the name of HACA. The cash value of these securities must equal or exceed the value of HACA's deposits in excess of the insurance coverage.

**VII. SAFEKEEPING AND CUSTODY:**

The physical safekeeping of securities and deposit certificates will be entrusted to Institutions in accordance with the General Depository Agreement.

**VIII. DIVERSIFICATION:**

Prudence will be exercised in balancing yield, liquidity and safety when determining the type of investment to purchase.

**IX. PROCEDURES AND CONTROLS:**

The President & CEO's designee has the responsibility for internal control over investment procedures.

**X. REPORTING**

The President & CEO's designee shall prepare an investment report at least quarterly. The report shall be provided to the Board of Commissioners. The report shall include: A complete description of the portfolio, the type of investments, the issuers, maturity dates, par and dollar amount invested in all investments.

# HOUSING AUTHORITY OF THE CITY OF AUSTIN

## BOARD ACTION REQUEST

### RESOLUTION NO. 02849

#### AUSTIN AFFORDABLE HOUSING CORPORATION

#### ITEM NO. 7.

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**MEETING DATE:** August 15, 2024

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

**ITEM TITLE:** Presentation, Discussion, and Possible Action on Resolution No. 02849 by the Board of Commissioners of the Housing Authority of the City of Austin (the “Authority”) to take the following actions with regard to the Bridge at Southpark Landing (the “Development”) in Austin, Texas: (i) acquire the site of the Development; (ii) lease the Development site to the owner of the Development; and (iii) such other actions necessary or convenient to carry out this Resolution

**BUDGETED ITEM:** N/A

**TOTAL COST:** N/A

#### ACTION

The Board is being asked to approve Resolution No. 02849: to take the following actions with regard to the Bridge at Southpark Landing (the “Development”) in Austin, Texas: (i) acquire the site of the Development; (ii) lease the Development site to the owner of the Development; and (iii) such other actions necessary or convenient to carry out this Resolution

#### SUMMARY

##### ***Background:***

Austin Affordable Housing Corporation (AAHC) has been presented an opportunity to partner with Belveron Partners to purchase a 308-unit multi-family rental property called Cortland Southpark Meadows Apartments. The development is located at 420 Slaughter Lane, Austin, Texas 78748. This would be the nineteenth (19<sup>th</sup>) asset AAHC and Belveron Corporation have purchased together. This asset is located within walking distance of the popular Southpark Meadows, South Austin’s premiere retail hub. The property brings exceptionally large residences averaging 989 square feet with a significant percentage of two- and three-bedroom floorplans.

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

The Southpark Meadows Apartments were built in 2007 and sits on 16.31 acres. Some of the property amenities include a resort-style swimming pool with lounge seating and cabanas, elegant clubhouse with gathering spaces and full conference room, full kitchen, a billiards lounge and coffee bar, and business center. Residents also enjoy the expansive fitness center, a large pet park with washing station, walking trails and additional covered parking. The property feeds into the Austin Independent School District and Williams Elementary School, Bedicheck Middle School, and Crocket High School.

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

Below is a breakdown of the many variations of unit sizes. The property is currently 96% occupied and rents currently range from \$1,528 for a one bedroom to \$2,343 for a three bedroom.

114	1 bedroom/1 bath	690-840 square feet
36	2 bedroom/1 bath	918 square feet
116	2 bedroom/2 bath	1,096 to 1,133 square feet
42	3 bedroom/2 bath	1,362 square feet

***Process:***

The purchase price for the Southpark meadows Apartments is \$71,000,000. Belveron will be investing approximately \$20,000,000 as a down payment. In addition, \$4,000,000.00 for future capital needs will also be set aside. Bellwether will be providing a Fannie Mae permanent loan with a not to exceed loan amount of \$56,800,000 at a rate of approximately 5.40% with a 35-year amortization. A current lease audit is underway to determine the initial number of units already qualified under 80% AMI. The property is currently 96% occupied. AAHC and Belveron are committed to providing 10% of the affordable units at 60% AMI, 40% of the units at 80% AMI and marketing units to all HCV voucher holders.

Apartment Management Professionals will manage the property. The new name for the property will be Bridge at Southpark Meadows Apartments.

***Staff Recommendation:***

Staff recommends approval of Resolution No. 02849.

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**RESOLUTION NO. 02849**

**Presentation, Discussion, and Possible Action on Resolution No. 02849 by the Board of Commissioners of the Housing Authority of the City of Austin (the “Authority”) to take the following actions with regard to the Bridge at Southpark Landing (the “Development”) in Austin, Texas: (i) acquire the site of the Development; (ii) lease the Development site to the owner of the Development; and (iii) such other actions necessary or convenient to carry out this Resolution.**

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

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

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

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

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

*[End of Resolution]*

**PASSED, APPROVED AND ADOPTED** this 15th day of August, 2024.

\_\_\_\_\_  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
SECRETARY

**HOUSING AUTHORITY OF THE CITY OF AUSTIN**

**BOARD ACTION REQUEST**

**RESOLUTION NO. 02858**

**AUSTIN AFFORDABLE HOUSING CORPORATION**

**ITEM NO. 8.**

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**MEETING DATE:** August 15, 2024

**STAFF CONTACT:** Suzanne Schwertner, Director of Development

**ITEM TITLE:** Presentation, Discussion, and Possible Action on Resolution No. 02858 by the Board of Commissioners of the Housing Authority of the City of Austin (the “Authority”) approving resolution of Austin Affordable PFC, Inc. providing for the issuance of its Multifamily Housing Revenue Bonds (Heritage Pointe Apartments) Series 2024A and Multifamily Housing Revenue Bonds (Heritage Pointe Apartments) Series 2024B; approving the form and substance of and authorizing the execution and delivery of documents and instruments necessary to carry out the financing of such multifamily rental residential development; and containing other provisions relating to the subject

**BUDGETED ITEM:** N/A

**TOTAL COST:** N/A

**ACTION**

The Board is being asked to approve Resolution No. 02858: approving resolution of Austin Affordable PFC, Inc. providing for the issuance of its Multifamily Housing Revenue Bonds (Heritage Pointe Apartments) Series 2024A and Multifamily Housing Revenue Bonds (Heritage Pointe Apartments) Series 2024B; approving the form and substance of and authorizing the execution and delivery of documents and instruments necessary to carry out the financing of such multifamily rental residential development; and containing other provisions relating to the subject.

**SUMMARY**

***Background:***

Austin Affordable Housing Corporation was presented an opportunity to partner with April Housing on the acquisition and rehabilitation of an existing development located at 1950 Webberville Road, Austin, Texas 78721 in the Austin city limits. This property was built using tax credits and has reached its 15-year compliance period expiration. The project (Heritage Pointe Seniors Apartments) consists of 240 senior apartment units serving residents at 30%, 40%, 50%, 60% and 80% Area Median Incomes. The board saw this project originally in September of 2023 for the bond inducement resolution and again in February 2024 for the tax credit application resolution.

AAHC is excited to partner with April Housing to preserve this very deep affordability in an existing property

with senior units and provide much needed renovations and upgrades that will also provide relief in lower utility bills. With the new issuance of bonds and tax credits, the affordability term will begin anew.

***Process:***

The development will use a mix of 4% tax credits and bonds to finance the rehab. The development currently consists of 200 one bedroom/one bath units and 40 two bedroom/one and half bath units. As with all AAHC properties, all units will be marketed to HACA's Housing Choice Voucher families.

HACA, through its Public Facility Corporation, will issue tax-exempt bonds in an amount not to exceed \$29,300,000. PNC Bank, National Association will provide the construction loan in an amount not to exceed \$25,000,000 and a bridge loan in an amount not to exceed \$22,000,000. April Housing will provide a seller loan in an amount not to exceed \$20,000,000. PNC Bank will also provide the tax credit equity.

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

Unit Breakdown:

# Bedrooms	30% AMI	40% AMI	50% AMI	60% AMI	80% AMI
1 bedroom	16	63	64	17	40
2 bedrooms	4	14	13	2	7

***Staff Recommendation:***

Staff recommends approval of Resolution No. 02858.



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**RESOLUTION NO. 02858**

**RESOLUTION APPROVING ISSUANCE BY AUSTIN AFFORDABLE PFC, INC. OF THE AUSTIN AFFORDABLE PFC, INC. MULTIFAMILY HOUSING REVENUE BONDS (Heritage Pointe Seniors APARTMENTS), SERIES 2024A and Multifamily Housing Revenue Bonds (Heritage Pointe Seniors Apartments), Series 2024B; APPROVING THE FORM AND SUBSTANCE OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS AND INSTRUMENTS NECESSARY TO CARRY OUT THE FINANCING OF SUCH MULTIFAMILY RENTAL RESIDENTIAL DEVELOPMENT; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT**

**WHEREAS**, the Austin Affordable PFC, Inc. (the “Issuer”) was created by the Housing Authority of the City of Austin (the “Sponsor”) pursuant to the provisions of the Public Facility Corporation Act, Chapter 303, Texas Local Government Code, as amended (the “Act”); and

**WHEREAS**, Section 303.071 of the Act requires that the governing body of the Sponsor approve by resolution any of the Issuer’s bonds; and

**WHEREAS**, the Board of Directors of the Issuer (the “Board”) has determined to authorize the issuance, sale and delivery of the Issuer’s Multifamily Housing Revenue Bonds (Fannie Mae MBS Secured) (Heritage Pointe Seniors Apartments), Series 2024A and Multifamily Housing Revenue Bonds (Heritage Pointe Seniors Apartments), Series 2024B (the “Bonds”), pursuant to and in accordance with the terms of an Indenture of Trust (the “Trust Indenture”), between the Issuer and Wilmington Trust, National Association, as trustee; and

**WHEREAS**, the Board adopted a resolution on the date hereof authorizing the issuance of the Bonds (the “Issuer Resolution”); and

**WHEREAS**, the proceeds of the sale of the Bonds will be used for the purpose of lending the funds to 1950 Webberville Road (TX) Owner LP, a Texas limited partnership (the “Borrower”), to provide financing for the acquisition, rehabilitation and equipping of a multifamily rental housing development identified on Exhibit A of the Issuer Resolution located in Austin, Texas known as Heritage Pointe Seniors Apartments (the “Project”), all in accordance with the Constitution and laws of the State of Texas; and

**WHEREAS**, it is deemed necessary and advisable that this Resolution be adopted;

**NOW THEREFORE, BE IT RESOLVED** BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF AUSTIN THAT:

Section 1. The Issuer Resolution, a copy of which is attached hereto as Exhibit A and made a part hereof for all purposes, is hereby approved.

Section 2. The approval herein given is in accordance with the provisions of Section 303.071 of the Act and is not to be construed as any undertaking by the Sponsor, and the Bonds shall never constitute an indebtedness or pledge of the Sponsor, the City of Austin, Travis County, or the State of Texas, within the meaning of any constitutional or statutory provision, and the owners of the Bonds shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other revenues of the Issuer, the Sponsor, the City of Austin, Travis County, or the State of Texas except those revenues assigned and pledged by the Issuer in the Trust Indenture.

Section 3. The activities and expenditures authorized and contemplated by the Issuer Resolution are hereby in all respects approved.

Section 4. The officers of the Sponsor are hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

Section 5. This Resolution was considered and adopted at a meeting of the Board of Commissioners of the Sponsor that was noticed, convened, and conducted in full compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

Section 6. This Resolution shall be in full force and effect from and upon its adoption.

**PASSED, APPROVED and ADOPTED** this 15th day of August, 2024.

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CHAIRMAN

ATTEST:

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SECRETARY

**HOUSING AUTHORITY OF THE CITY OF AUSTIN**

**BOARD ACTION REQUEST**

**RESOLUTION NO. 02859**

**AUSTIN AFFORDABLE HOUSING CORPORATION**

**ITEM NO. 9.**

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**MEETING DATE:** August 15, 2024

**STAFF CONTACT:** Suzanne Schwertner, Director of Development

**ITEM TITLE:** Presentation, Discussion, and Possible Action on Resolution No. 02859 by the Board of Commissioners of the Housing Authority of the City of Austin (the “Authority”) approving resolution of Austin Affordable PFC, Inc. providing for the issuance of its Multifamily Housing Revenue Bonds (Kingswood Apartments) Series 2024; approving the form and substance of and authorizing the execution and delivery of documents and instruments necessary to carry out the financing of such multifamily rental residential development; and containing other provisions relating to the subject

**BUDGETED ITEM:** N/A

**TOTAL COST:** N/A

**ACTION**

The Board is being asked to approve Resolution No. 02859: approving resolution of Austin Affordable PFC, Inc. providing for the issuance of its Multifamily Housing Revenue Bonds (Kingswood Apartments) Series 2024; approving the form and substance of and authorizing the execution and delivery of documents and instruments necessary to carry out the financing of such multifamily rental residential development; and containing other provisions relating to the subject.

**SUMMARY**

***Background:***

Austin Affordable Housing Corporation is being presented with an opportunity to partner with LDG Multifamily, LLC (“LDG”) on a certain 23.054-acre tract of land located at the southeast corner of FM Road 812 and Burklund Farms Road, Austin, Texas 78617 in the Austin extraterritorial jurisdiction (ETJ). The project (“Kingswood”) will consist of 328 family apartment units serving tenants at or below 60% of median family income. The nearest properties in AAHC’s current portfolio are Pointe and Villages of Ben White to the northwest. This will be our 17<sup>th</sup> property in partnership with LDG; all new construction projects.

Kingswood was initially presented to the Board in 2020, but we were unable to obtain a bond reservation at that time. We brought the property back to the board in February 2023 for approval to submit another bond application. The bond allocation was awarded to us on July 6, 2023. Unfortunately, we were unable to close before the bond allocation expired. We were however able to resubmit for a bond allocation that carries a 3-

year expiration. We have received approvals from the Austin City Council and the Travis County Commissioners to proceed with the project. If approved by the Board today, we will proceed to close and start construction in September.

This property will benefit HACA and AAHC with deep affordability, a large number of family units and close proximity to TESLA and all the businesses that are building close to TESLA. All units will be marketed to HACA’s Housing Choice Voucher residents.

***Process:***

The development will use a mixture of 4% tax credits and bonds to finance the development with a total project cost of approximately \$107,000,000. The planned development will consist of 48 one bedroom and one bath units, 132 two bedroom and two bath units, 124 three bedroom and two bath units, and 24 four bedroom and two bath units. HACA, through its Public Facility Corporation is requesting the approval of an issuance of tax-exempt bonds in an amount not to exceed \$50,000,000 and a taxable tail not to exceed \$5,000,000. Merchants Capital will provide both construction period and permanent mortgage financing. AAHC and LDG Development, LLC will both provide gap funding from fees earned on this transaction not to exceed \$1,500,000 each. Merchants Capital will also provide equity at \$.84 per credit, which would be an estimated \$37,000,000 in total equity and an equity bridge loan not to exceed \$35,000,000.

**Unit Breakdown:**

48	One-bedroom/one-bath
132	Two-bedroom/two-bath
124	Three-bedroom/two-bath
24	Four-bedroom/two-bath
328	Total Units

***Staff Recommendation:***

Staff recommends approval of Resolution No. 02859.

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**RESOLUTION NO. 02859**

**RESOLUTION APPROVING ISSUANCE BY AUSTIN AFFORDABLE PFC, INC. OF THE AUSTIN AFFORDABLE PFC, INC. MULTIFAMILY HOUSING REVENUE BONDS (KINGSWOOD APARTMENTS), SERIES 2024; APPROVING THE FORM AND SUBSTANCE OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS AND INSTRUMENTS NECESSARY TO CARRY OUT THE FINANCING OF SUCH MULTIFAMILY RENTAL RESIDENTIAL DEVELOPMENT; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT**

**WHEREAS**, the Austin Affordable PFC, Inc. (the “Issuer”) was created by the Housing Authority of the City of Austin (the “Sponsor”) pursuant to the provisions of the Public Facility Corporation Act, Chapter 303, Texas Local Government Code, as amended (the “Act”); and

**WHEREAS**, Section 303.071 of the Act requires that the governing body of the Sponsor approve by resolution any of the Issuer’s bonds; and

**WHEREAS**, the Board of Directors of the Issuer (the “Board”) has determined to authorize the issuance, sale and delivery of the Issuer’s Multifamily Housing Revenue Bonds (Kingswood Apartments), Series 2024A and Multifamily Housing Revenue Bonds (Kingswood Apartments), Taxable Series 2024B (the “Bonds”), pursuant to and in accordance with the terms of an Indenture of Trust (the “Trust Indenture”), between the Issuer and BOKF, NA, as trustee; and

**WHEREAS**, the Board adopted a resolution on the date hereof authorizing the issuance of the Bonds (the “Issuer Resolution”); and

**WHEREAS**, the proceeds of the sale of the Bonds will be used for the purpose of lending the funds to LDG Kingswood, LP, a Texas limited partnership (the “Borrower”), to provide financing for the acquisition, construction and equipping of a multifamily rental housing development identified on Exhibit A of the Issuer Resolution to be known as the Kingswood Apartments (the “Project”), all in accordance with the Constitution and laws of the State of Texas; and

**WHEREAS**, it is deemed necessary and advisable that this Resolution be adopted;

**NOW THEREFORE, BE IT RESOLVED** BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF AUSTIN THAT:

Section 1. The Issuer Resolution, a copy of which is attached hereto as Exhibit A and made a part hereof for all purposes, is hereby approved.

Section 2. The approval herein given is in accordance with the provisions of Section 303.071 of the Act and is not to be construed as any undertaking by the Sponsor, and the Bonds shall never constitute an indebtedness or pledge of the Sponsor, the City of Austin, Travis County, or the State of Texas, within the meaning of any constitutional or statutory provision, and the owners of the Bonds shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other revenues of the Issuer, the Sponsor, the City of Austin, Travis County, or the State of Texas except those revenues assigned and pledged by the Issuer in the Trust Indenture.

Section 3. The activities and expenditures authorized and contemplated by the Issuer Resolution are hereby in all respects approved.

Section 4. The officers of the Sponsor are hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

Section 5. This Resolution was considered and adopted at a meeting of the Board of Commissioners of the Sponsor that was noticed, convened, and conducted in full compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

Section 6. This Resolution shall be in full force and effect from and upon its adoption.

**PASSED, APPROVED AND ADOPTED** this 15<sup>th</sup> day of August, 2024.

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CHAIRMAN

ATTEST:

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SECRETARY

EXHIBIT A

**HOUSING AUTHORITY OF THE CITY OF AUSTIN**

**BOARD ACTION REQUEST**

**RESOLUTION NO. 02860**

**AUSTIN AFFORDABLE HOUSING CORPORATION**

**ITEM NO. 10.**

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**MEETING DATE:** August 15, 2024

**STAFF CONTACT:** Suzanne Schwertner, Director of Development

**ITEM TITLE:** Presentation, Discussion, and Possible Action on Resolution No. 02860 by the Board of Commissioners of the Housing Authority of the City of Austin (the “Authority”) to take the following actions with regard to Urban East Apartments Phase I (the “Development”) in Austin, Texas: (i) amend the ground lease covering the site of the Development; and (ii) such other actions necessary or convenient to carry out this Resolution

**BUDGETED ITEM:** N/A

**TOTAL COST:** N/A

**ACTION**

The Board is being asked to approve Resolution No. 02860: to take the following actions with regard to Urban East Apartments Phase I (the “Development”) in Austin, Texas: (i) amend the ground lease covering the site of the Development; and (ii) such other actions necessary or convenient to carry out this Resolution.

**SUMMARY**

***Background:***

Austin Affordable Housing Corporation partnered with River City Capital Partners (RCCP) and LDG Multifamily on a certain 7.34 acre tract of land located at 6400 E. Riverside Drive, Austin, TX 78741. This project (Urban East) consists of 381 family apartment units. Fifty percent of the units will be affordable to tenants earning less than 80% median family income (MFI) and 50% will be affordable to tenants earning at or greater than 80% MFI.

This was our first time partnering with RCCP. Since the original closing, we have partnered with RCCP on 3 additional properties and with LDG on 17 properties.

***Process:***

RCCP originally purchased the site because of its Opportunity Zone status. Real estate investments within Opportunity Zones stand to provide investors with meaningful federal and state tax incentives, as a result of the Tax Cuts and Jobs Act of 2017. This parcel was attractive due to the appetite by equity firms to invest in Opportunity Zones.

The land was sold at construction closing to the Housing Authority of the City of Austin (HACA). Due to the fact that we are developing two phases of the apartment complex, the parcel was condominiumized into two units, HACA leased one unit to the Phase I partnership and the other unit to the Phase II partnership. These two phases are separate in every aspect including debt and equity.

Urban East Phase I used debt financing originated by Texas Capital Bank and equity from a combination of RCCP and Battery Global Advisors (BGA) out of Boston, MA. BGA uses a wide variety of private funds to invest in projects in Opportunity Zones. A large number of their investors are family investors. The total development cost is estimated at \$96,000,000. The equity provided is an estimated \$43,000,000 which is about 45% of the total cost. The development consist of 12 studio and one bath units, 292 one bedroom and one bath units, 73 two bedroom and two bath units, and 4 three bedroom and two bath units.

The project includes 2 resort-style swimming pools, sun decks, fully equipped gym, outdoor grills, dog park, yoga-fitness studio, wi-fi coffee bar and a media conference room. The site is bordered by Montopolis Drive, Riverside Drive and Vargas Road. Upon completion of the light rail, there will be a stop at the intersection of Riverside Drive and Montopolis Drive. All finished units are being marketed to HACA's Housing Choice Voucher residents.

Unfortunately, when the project was 99% complete and about to receive final Certificates of Occupancy, there was a failure in the boiler system which caused a flood of one entire building consisting of 100 units. Even though this circumstance will be covered by insurance, we will need extra time to refinish these damaged units. Because our construction financing is maturing, we went out to bid for a bridge loan to cover the time period it will take to rebuild since Texas Capital Bank would not extend the construction loan with favorable terms.

Goldman Sachs Bank USA will be the bridge loan lender. The bridge loan will be in the amount not to exceed of \$56,000,000. This loan will have an initial period of two years with three one-year extension options. This will allow us time to build back the units and stabilize the project so we can refinance into a permanent debt product. The Board will see this property again when we are ready to approve the permanent debt.

Unit Breakdown:

# Bedrooms	Bedroom Size	Square Footage
12	Studio	531-585
292	1	716-961
73	2	994-1,437
4	3	1,534

***Staff Recommendation:***

Staff recommends approval of Resolution No. 02860.



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**RESOLUTION NO. 02860**

**Resolution authorizing the Housing Authority of the City of Austin to take the following actions with regard to the Urban East Apartments Phase I (the “Development”) in Austin, Texas: (A) amend the ground lease covering the site of the Development; and (B) such other actions necessary or convenient to carry out this Resolution**

**WHEREAS**, Austin Affordable Housing Corporation (“AAHC”) is participating in the ownership and construction of the Development;

**WHEREAS**, in connection with the Development, the Housing Authority of the City of Austin (“HACA”) has acquired certain real property in Austin, Texas, a portion of which constitutes the site for the Development (the “Land”), and has leased the Land to Urban East Multifamily QOZB—Phase I, LLC, a Texas limited liability company (the “Owner”), the managing member of the sole member of which is an affiliate of AAHC, under a long-term ground lease (the “Ground Lease”);

**WHEREAS**, the Owner now desires to enter into a bridge loan with Goldman Sachs Bank USA, a New York State chartered bank (the “Lender”), whereby the Owner will borrow a sum not to exceed \$56,000,000.00 (“Loan”), in order to finance the construction completion and stabilization of the Development;

**WHEREAS**, HACA has agreed to amend the Ground Lease to add certain terms related to the Owner’s financing of the Development pursuant to an amendment to the ground lease (the “Ground Lease Amendment”);

**WHEREAS**, the Land is subject to a condominium declaration (the “Declaration”), and the Owner, together with HACA and such other owners within the condominium regime, may desire to amend the Declaration and/or the condominium association’s bylaws pursuant to one or more amendments (collectively, the “Condominium Amendments”);

**NOW, THEREFORE**, the Board of Commissioners of HACA finds the actions authorized by these resolutions may reasonably be expected to directly or indirectly benefit HACA and hereby approves and adopts the following resolutions, and hereby authorizes its Chief Executive Officer (or the Chief Executive Officer’s designee) to do the following:

1. Review, approve, execute and deliver, as applicable, the Ground Lease Amendment, the Condominium Amendments and all such other documents, instruments, or other writings necessary to effectuate the Owner’s financing and construction of the Development, including, without limitation, a deed of trust and joinder encumbering HACA’s fee interest in the Land, recognition agreements, subordinations, assignments, estoppel certificates, and other documentation, instruments or agreements as Lender may require, all on such terms and containing such provisions as the Chief Executive Officer (or his designee) shall deem appropriate, and the approval of the terms of each such instrument shall be conclusively evidenced by his (or his designee’s) execution and delivery thereof.

2. To do and perform, or cause to be done and performed, in the name and on behalf of HACA, all acts as the Chief Executive Officer (or his designee) may deem to be necessary or advisable in order to carry into effect the intent of the foregoing resolutions or to comply with the requirements of the instruments approved or

authorized by the foregoing resolutions and any and all such acts heretofore or hereafter taken by the Chief Executive officer (or his designee) to such end are hereby expressly approved, ratified, and confirmed as the acts and deeds of HACA effective as of the date such action was taken.

3. Promptly notify the Owner and Lender in writing of any change in these resolutions, and until they have actually received such notice in writing, the Owner and Lender are authorized to act in reliance on and pursuance of these resolutions.

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

*[End of Resolution]*

**PASSED, APPROVED AND ADOPTED** this 15th day of August, 2024.

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CHAIRMAN

ATTEST:

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SECRETARY