

**Agenda**  
**WACO HOUSING AUTHORITY & AFFILIATES**  
**Waco Housing Authority**  
**Board Room**  
**4400 Cobbs Dr.**  
**Waco, Texas**  
**February 8, 2024**  
**12:00 Noon**

- I. Call to Order
- II. Establishment of Quorum
- III. Hearing from Visitors
  - Recognition of Officials
- IV. Approval of Minutes
- V. Updates
  - South Terrace
  - Melody Grove
  - Gurley Lane
- VI. New Business
  - RESOLUTION NO. 3882 A RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE WACO HOUSING AUTHORITY AND ITS AFFILIATES TO TAKE SUCH ACTION NECESSARY OR CONVENIENT TO FACILITATE THE PREPERATION AND SUBMISSION OF A SECTION 18 DISPOSITION APPLICATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVEMENT (“HUD”), AND THE EXECUTION AND DELIVERY OF DOCUMENTS AND INSTRUMENTS NECESSARY TO CARRY OUT THE APPROVAL RELATING TO THE APPLICATION.
  - RESOLUTION NO. 3883 RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE WACO HOUSING AUTHORITY AND ITS AFFLIATES (THE "AUTHORITY") TO (A) WORK COOPERATIVELY WITH ELLIS LIPSCOMB LLC OR ITS AFFILIATE FOR THE PURPOSES OF ACQUIRING AND OPERATING A DEVELOPMENT LOCATED AT APPROXIMATELY 1402 GHOLSON RD WACO, TX 76704, MCLENNAN COUNTY, TEXAS (THE "PROJECT") BY NEGOTIATING AND EXECUTING A MEMORANDUM OF UNDERSTANDING WITH REGARD TO THE PROJECT; AND (B) SUCH OTHER ACTIONS NECESSARY OR CONVENIENT TO CARRY OUT THIS RESOLUTION.
- VII. Departmental Report Questions
- VIII. Consideration of Future Agenda Items
- IX. Executive Session
  - Section 551.072
    - Deliberation regarding real property/real estate
- X. Adjournment

**Synopsis of the Minutes**  
**WACO HOUSING AUTHORITY & AFFILIATES**  
**4400 Cobbs Drive**  
**Waco, Texas**  
**January 11, 2024**  
**12:00 Noon**

- I. Chair Melli Wickliff called the meeting to order at 12:02 p.m.
- II. Establishment of Quorum  
Commissioner's present: Melli Wickliff, John Bible, Brad Kinkeade, Latonya Lewis  
  
Commissioners absent: Jon Ramos
- III. Hearing from Visitors  
• Recognition of Officials
- IV. Approval of Minutes  
Board Chair Melli Wickliff asked for a motion to approve the minutes of the November 2023 Board Meeting. Commissioner Brad Kinkeade made the motion and Commissioner John Bible seconded the motion. Board Chair Melli Wickliff called for a vote and the motion passed unanimously.
- V. Updates  
Recognition of Public Housing Graduate who graduated law school and is now a lawyer.  
President/CEO provided an update to the South Terrace RAD project and advised they now have an anticipated completion date of April 2024.  
President/CEO and Art Schultz updated the board on the progress for Melody Grove (Estella Maxey) Development.  
Yardi Software will be implemented as new software for the Agency. It will be replacing MRI/HAB Inc. The process will begin sometime in late February.
- VI. New Business  
• RESOLUTION NO. 3881 CONSIDER AND ADOPT RESOLUTION BY THE BOARD OF COMMISSIONERS OF WACO HOUSING AUTHORITY AND ITS AFFILIATES (THE "AUTHORITY") TO (A) WORK COOPERATIVELY WITH CONTINENTAL REAL ESTATE HOLDING LLC OR ITS AFFILIATE FOR THE PURPOSES OF ACQUIRING AND OPERATING A DEVELOPMENT LOCATED AT APPROXIMATELY 2221 CREEKVIEW DR. WACO, TX 76633 (THE "PROJECT") BY NEGOTIATING AND EXECUTING A MEMORANDUM OF UNDERSTANDING WITH REGARD TO THE PROJECT; AND (B) SUCH OTHER ACTIONS NECESSARY OR CONVENIENT TO CARRY OUT THIS RESOLUTION.  
• The President/CEO explained to the board that this resolution is to authorize WHA to work with Continental Real Estate Holding, LLC. Chair Melli Wickliff asked for a motion to approve Resolution No. 3881. Commissioner John Bible made the motion to approve, and Commissioner Brad Kinkeade seconded the motion. Chair Melli Wickliff called for a vote and the motion passed unanimously.  
Resolution No. 3881  
Resolution was not voted on or approved.
- VII. Reports  
**Administrative Services**  
Everything for the Admin Dept. was usual business.  
  
**Information Technology**  
Everything for the I.T. was usual business.  
  
**OPERATIONS –Vice President Gloria Dancer**  
Rising Images  
The nonprofit properties continue to do well with rent collection and leasing. All properties are in compliance.  
  
**MOD**  
Everything for MOD was usual business.

**PUBLIC HOUSING**

There are 1237 applicants on the WHA Public Housing Waiting list.

**MAINTENANCE**

The Maintenance Department continues to work on making readies.

**SECTION 8 - Milet Hopping**

The Section 8 department currently is leasing 2588 vouchers and has 1321 total applicants on the combined waiting lists. There are 66 veterans in the VASH program.

**COMMUNITY SERVICES - Milet Hopping**

Our Community Services Department continues to work with the residents and community.

**FINANCE – Vice President Edwina Viera**

A summary of the financial statements and Consolidated Financial Report was provided.

VIII. Consideration of Future Agenda Items

IX. Adjournment

Chair, Melli Wickliff, adjourned the meeting at 12:58 p.m.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chair of the Board

Seal

**South Terrace Progress Report  
Brinshore Development, L.L.C.  
Waco Housing Authority Board Meeting  
February 8, 2024**

**Issues Addressed this Month:**

- **Construction Progress**
- **Unit Delivery Schedule**
- **Pay Applications**

**Construction Progress/Gas Line Issues**

Nicholson Management (Liberty Mutual's construction manager) continues work on the remaining units to be completed. Thomas Duke, the attorney for Liberty Mutual, who was critical to the negotiations, and proved to be a tremendously flexible partner, has moved on from his position. Fortunately, we have a signed agreement with Liberty Mutual, and the work is in the hands of Nicholson. They are currently occupied with site concrete work, sanitary replacement work, and interior finish work.

As of today (January 30) a total of four units have been turned over in January to the Owner, with an additional seven units being inspected before the end of the month in anticipation of being turned over. Nicholson is active in 11 units performing MEP rough-ins, and 10 units performing finish work. Currently, it is projected that the completion has been pushed back by a month, so that the substantial completion date is now projected for April 30, 2024.

**Unit Delivery Schedule**

- Our total completed and turned over rehab count is 199 as of 1/30/24.
- The current occupancy is 184 out of 250 units, or 74%.
- The site has seven units that are HQS-passed and ready for move ins.
- Five of these have applications pending.
- The site has eight units that are pending unit turn and HQS, with one application pending.
- There are five additional applicants not yet assigned to a unit. As Nicholson provides the schedule for turnover, those applicants will be assigned to newly rehabbed units.

**Pay Applications**

Starting the pay application process over with Nicholson has not been as smooth as desired for several reasons, including:

- There have been significant changes to the budget caused by the increase of sources relating to supplemental bond funding, and the agreement reached with Liberty Mutual. Our accounting staff is working with Citibank (the construction lender) to agree on the revisions to the overall budget and are nearly there.
- Nicholson's construction drawing requests did not break down the work completed in draws 29 and 30 according to unit, or even building. It has been hard for the architect to evaluate whether the work was completed as billed.
- The architect RBDR has seen two critical changes in staffing, first the architect assigned to the project left the firm, and then the principal in charge of this project retired. We have started the process up again with a new architect within the firm, David Wright, who is working closely with Mason Fleming of Nicholson to produce construction drawings that can be evaluated.
- We hope that draws 29 and 30 will be funded shortly.





# INTEGRAND DEVELOPMENT, LLC

*Solutions, Experience & Integrity*

## **Board Report**

**February 2024**

### **Melody Grove I**

- Tax credit allocation received from TDHCA
- AHP award received from FHLB-Dallas
  - 2023 award of \$850k potentially increased to \$2M – discussions ongoing
- Selective demolition by Pavilion to get a better view of hidden conditions – completed
- Conduct additional resident and community meetings – completed on Jan 17<sup>th</sup>
- Secure debt and equity partner – pending
  - Initial discussions – complete, renegotiating terms with feedback from WHA
- Final plans, Melody Grove I; final pricing from contractor – out for bid
- Environmental Review
  - Phase I Environmental Site Assessment – complete, no adverse findings
  - Part 58 Environmental Records Review – City review pending
- Section 18 application for unit obsolescence
  - Capital needs analysis – complete
  - Submission eligible when Part 58 is complete (2 step process, City and HUD)
- Finalize relocation plan – in progress
- Meet with City for a discussion on reducing water-sewer rates as a benefit to WHA in replacement of the TIF benefits.
- Target closing 2<sup>nd</sup> quarter 2024; target completion 4<sup>th</sup> quarter 2025

### **2024 LIHTC Round / Melody Grove II**

- Pre-application submitted for Melody Grove II
- Preparing application for Melody Grove II, due March 1<sup>st</sup>
- 2024 AHP funding: \$2M available – plans to apply in March

### **2025 CNI Application – Kate Ross**

- Preliminary discussion started for CNI
- Tentative meeting in March with Urban Strategies and key city “stakeholders”

330 Marshall Street  
Suite 900  
Shreveport, Louisiana 71101  
Phone: (318) 226-1411

[www.integranddev.com](http://www.integranddev.com)

12629 New Brittany Boulevard  
Building 16  
Fort Myers, Florida 33907  
(239) 275-8029

**A Housing Solutions Alliance, LLC/National Development of America, Inc. Company**

## Administrative Services Department January 2024 Report

### Routine Work Projects

- Mailing of WHA, Hill and Somervell Counties, and Groesbeck, Section 8 (HAP) checks – **220** checks (all other checks were direct deposited and check stubs can be accessed by landlords through the landlord portal.)
- Travel and Training: *(See attached training sheet for all training offered to staff).*
- Partnership Meetings: Housing Coalition Board Meeting.
- Applications
  - **103** Public Housing / **0** Mart
  - **0** VASH
- Processed **605** pieces of incoming mail
- Processed **2,211** pieces of outgoing mail
- Proofed all department monthly reports
- Made **214,023** copies for departments
- Sent out **91** Late Notices for Public Housing
- Sent out **120** Notices of Concern
- Sent out **503** Utility Notices

### Clients and Visitors

There was a total of **154 persons** that checked in to the receptionist in the lobby.

There was a total of **8,007 incoming calls** handled by the receptionist for the month.

### Rising Images Compliance Audit

#### Raintree

Raintree Apartments are required to have 55 total units in the Affordable Housing Program. Out of the 55 units, 32 units must qualify as very low income. Raintree had a total of 80 units in the program, 40 very low income and 40 low incomes based on the compliance audit completed, 12 files were reviewed, and no corrections were required. Raintree was in compliance.

#### Picadilly

Picadilly Apartments are required to have 5 qualifying units in the Affordable Housing Program. Out of the 5 units, 2 must qualify as very low income. Picadilly had 6 qualifying units in the program, 4 very low income and 2 vacancies. Based on the compliance audit completed, no files were reviewed and Picadilly was in compliance. We can count the vacant units as qualified until they are filled.

#### Cimmaron

Cimmaron Apartments are required to have 35 total units in the Affordable Housing Program. Out of the 35 units, 20 units must qualify as very low income. Cimmaron had a total of 62 units in the program, 28 very low income and 34 low incomes. Based on the compliance audit completed, 10 files were reviewed, no corrections were required and Cimmaron was in compliance.

#### Hunnington

Hunnington Apartments are required to have 45 total units in the Affordable Housing Program. Out of the 45 units, 12 units must qualify as very low income. Hunnington had a total of 47 units in the program, 18 very low income and 29 low income. Based on the compliance audit completed, 10 files were reviewed, no corrections were required and Hunnington was in compliance.

Employee	Training Class	Dates	Location
Milet Hopping	TX NAHRO Winter Meetings	01/23-24/2024	Grapevine
Gloria Dancer	TX NAHRO Winter Meetings	01/23-24/2024	Grapevine
Rebecca Ellis	TX NAHRO Winter Meetings	01/23-24/2024	Grapevine
Janie Lovell	NSPIRE for Public Housing	01/29-02/02/2024	Webinar
Charles Cervantez	NSPIRE for Public Housing	01/29-02/02/2024	Webinar
LaTasha Johnson	Nuts and Bolts of Service coordination	02/06-08/2024	Webinar
Rebecca Ellis	REI Phase 1 training	02/9 - 2/10/2024	Webinar
Melissa Johnson	REI Phase 1 training	02/9 - 2/10/2024	Webinar
Gloria Dancer	HOTMA: Change in Focus	02/13-16/2024	Webinar
Milet Hopping	2024 SWNAHRO Maintenance Conference	02/13-15/2024	Little Rock AR
Charles Cervantez	How to Effectively Manage Your Maintenance Program	02/20-23/2024	Webinar
Christina Miller	Excellence in Customer Service	02/28-29/2024	Webinar
Rebecca Ellis	TX NAHRO	03/26-28/2024	Dallas
Milet Hopping	TX NAHRO	04/08-04/10/2024	Washington
Gloria Dancer	TX NAHRO	04/08-04/10/2024	Washington
Janie Lovell	TX NAHRO	04/08-04/10/2024	Washington
Rebecca Ellis	Washington Conference	04/08-04/10/2024	Washington
Milet Hopping	Washington Conference	04/08-04/10/2024	Washington
Gloria Dancer	Washington Conference	04/08-04/10/2024	Washington
Janie Lovell	TAA One Conference & Expo	04/24-26/2024	San Antonio
Ferlisa Raglin	TAA One Conference & Expo	04/24-26/2024	San Antonio
LaTanya Rector	TAA One Conference & Expo	04/24-26/2024	San Antonio

# Information Technology

January 2024

- **HMS Windows Software, Software Applications, & IT Support Calls**

- All support calls were closed within 24 hours.
- As WHA & Affiliates' personnel continue using the software and as the software is refined to our needs; there are some support calls that are sent directly to MRI (the software vendor) that require re-writing of computer programming and are placed on a priority status according to HUD rules and regulations. Once rewritten, MRI sends an update to be installed to correct or enhance these support requests.

- **Web Page**

- Waco Housing Authority web page address is [www.wacopha.org](http://www.wacopha.org)

- **Server, Computer, and Phone System Uptimes**

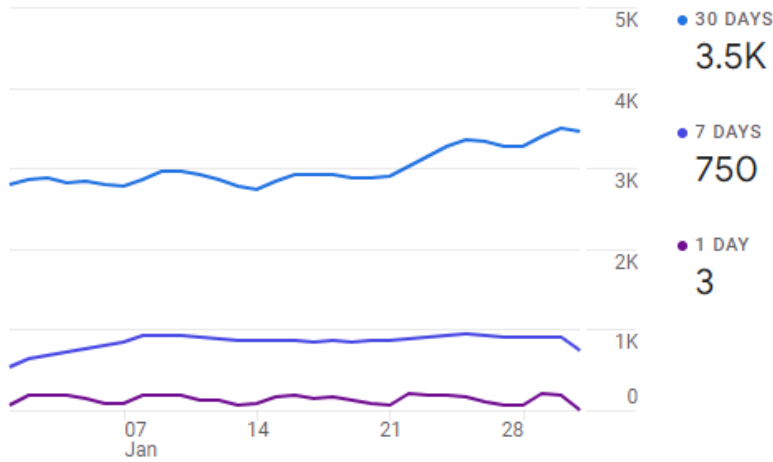
WHA Network systems had no substantial downtime for the month.

- **Miscellaneous**

- Continuing revamp of resident Computer labs (Community Services).
- Relocated Hill County Office, wiring network, cutting over internet services, phones, and Physical relocation of PC's, printers, desk phones, etc.
- Setup for RAD meeting at Estella Maxey/Melody Grove
- Setup for Developer community meeting Gurley Lane development at South Terrace Youth Center
- Facilitated board meeting w/ special recognition & success stories
- Assisted finance with 1099 processing and uploading 1099's to Landlord Portal
- Procured 3 copy machines and facilitated setup at various locations
- Substantial completion of IT office upgrades

# Wacopha.org January web statistical

User activity over time



Sessions by

Session primary ch...

SESSION PRIMARY ...	SESSIONS
Organic Search	3.9K
Direct	1.2K
Referral	177
Organic Social	68
Unassigned	13

[View traffic acquisition](#) →

Users by Device category



MOBILE 70.8%
DESKTOP 27.6%
TABLET 1.6%

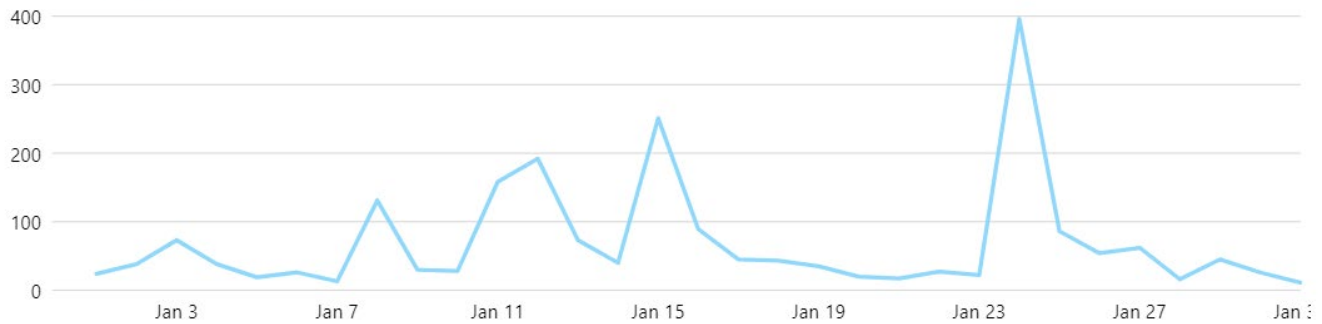
Users by

Operating system

OPERATING SYSTEM	USERS
iOS	1.7K
Android	889
Windows	730
Macintosh	159
Chrome OS	45
Linux	36
Fuchsia	1

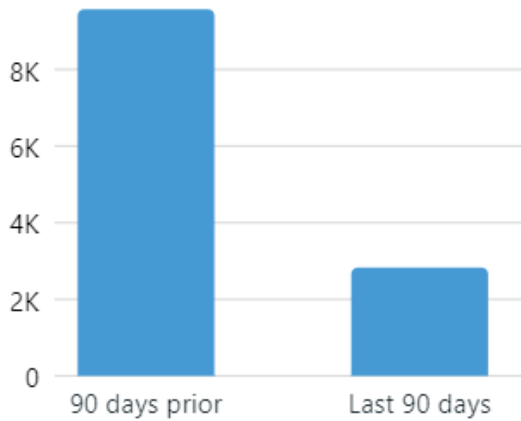
# Social Media Statistical

1,223 ↓ 44.4%



2.8K ↓ 70.5%

Total from last 90 days vs 90 days prior

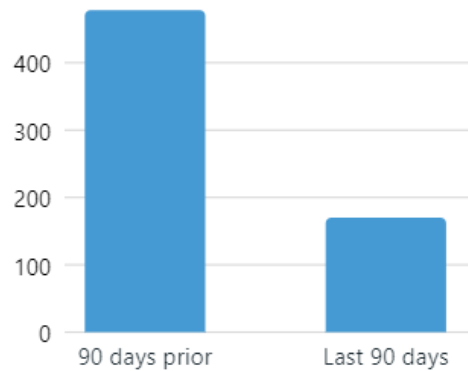


## Engagement

Post reactions, comments and shares ⓘ

170 ↓ 64.4%

Total from last 90 days vs 90 days prior



Top post for the Month of January was the MCC resource Fair post.  
Post activity was low for January

**Rising Images, Inc.**  
**Board Report for January 2024**

**Occupancy**

	<b>Total Units</b>	Vacant Units	Percentage Occupied
Cimmaron	100	0	100%
Hunnington	60	0	100%
Misty Square	16	0	100%
	<b>Total Units</b>	Vacant Units	Percentage Occupied
Picadilly	6	0	100%
Raintree	156	4	97%

**Rent Collections**

	Monthly Budget Rent	Rent Due	Rent Collected	Percentage Collected
Cimmaron	\$53,393.00	\$53,380.00	\$53,380.00	100%
Hunnington	\$36,346.00	\$36,027.00	\$35,551.00	99%
Misty Square	\$8,800.00	\$8,743.00	\$8,743.00	100%

	Monthly Budget Rent	Rent Due	Rent Collected	Percentage Collected
Picadilly	\$4,562.88	\$ 4,939.00	\$4,939.00	100%
Raintree	95,928.15	\$99,610.00	\$99,610.00	100%

**Contracts (MOD)**

Zamco is finishing up replacing the porch lights at Hunnington Bldgs. E-I  
 Flores Construction is replacing the roofs on Cimmaron Bldg. 8, 9 & 10

**Administration**

Cimmaron is in compliance with the requirements for the Affordable Housing Program.  
 Hunnington is in compliance with the requirements for the Affordable Housing Program.  
 Picadilly is in compliance with the requirements for the Affordable Housing Program  
 Raintree is in compliance with the requirements for the Affordable Housing Program





## Modernization Department January 2024 Report

<b>Grant Year</b>	<b>Grant Amt.</b>	<b>Amt. Expended</b>	<b>% Expended</b>	<b>% Obligated</b>	<b>Deadline to Expend</b>
2018/518	\$1,820,616.00	\$1,820,341.00	99%	100%	May 28,2026
2019/519	\$1,904,253.00	\$1,118,420.80	61%	58%	April 15, 2027
2020/520	\$2,037,987.00	\$543,819.79	27%	27%	March 25, 2026
2021/521	\$1,692,421.00	\$338,484.20	20%	20%	February 22, 2025
2022/522	\$2,098,065.00	\$419,613.00	19%	18%	May 11, 2026

### Public Housing Current Projects

None

### Rising Images Current Projects

- Roof Replacement at various buildings at Raintree & Cimmaron
  - Awarded to Flores Construction for \$137,152.00
  - Start date December 4, 2023
  - Estimated completion February 2024

### Hill County Current Projects

- Office remodel
  - Sealed Bids due July 11, 2023
  - Awarded to Zamco Services for \$57,438.43
  - Completed December 2023
  - Move to new office January 2024

## Housing Operations Monthly Report January 2024

### Public Housing Report

#### Staff

Total Employees – 8      Temporary Staff – 1

#### Waiting List Information

Total number of applicants on the waiting list – 1355

Processing phase which includes process unassigned, denial/appeal, verification required, and currently on list.

Notification for assistance mailed	4
No response to notification letters	0
Pending Notification letter/expiration date	0
Move-in letters issued	4
Units rejected by applicant	0
Total applicants not qualified	8

The orientation informs all applicants of eligibility and suitability and amenities offered by the Authority. It also informs the applicants of their responsibilities as residents of our communities. There was a total of (61) orientation letters emailed, (1) packets were mailed out from letter responses (0) received and in process of verifications, (0) no response deadline 02/06/24, (3) completed.

#### Annual Re-Certifications

Community	Certifications	Completed	Remaining
Kate Ross	13	13	0
Estella Maxey	15	15	0
<b>Total</b>	<b>28</b>	<b>28</b>	<b>0</b>

We have completed 100% of certifications for this month. According to PIC submission we have reported. 99.77 % certifications for dates through December 31, 2023.

#### Evictions

Community	Non-Payment	Lease Violation	One Strike
Kate Ross	2	0	0
Estella Maxey	2	0	0
<b>Total</b>	<b>4</b>	<b>0</b>	<b>0</b>

#### Percentage of Rent Collected

99% of the rent for December was collected, we did meet our goal of 97%.

Last Quarterly Average was: 94% for Oct-Nov-Dec

#### Occupancy Percentage

The occupancy percentage for December was 88%; we did not meet our goal of 97%.

Last Quarterly Average was 86% for Oct-Nov-Dec

**Maintenance Report**

**Staff**

Total Employees – 7 regular employees

4 Vacant positions – Tech1 KR / Tech2 KR / AideB KR / Utility Laborer EM

1 Temp to Hire is assisting with work orders. Interviews in progress.

**Work Orders**

Routine Work Orders

<b>Community</b>	<b>Total</b>	<b>%Completed</b>	<b>Remaining</b>
Kate Ross	107	78.5%	23
Estella Maxey	95	77%	22
<b>Total</b>	<b>202</b>	<b>78%</b>	<b>45</b>

Completing routine work orders within fifteen (15) days is our established annual goal. We presently have an average closing time of 3.8 days, which is well within our goal. We are closing work orders in a timelier manner with Rapid Action Planning, a system of color-coding work orders and matching skills to tasks to complete work orders sooner and with more efficiency.

Emergency Work Orders

	<b>Amount Received</b>	<b>Amount Closed</b>	<b>Amount Remaining</b>
Closed within 24 hours	90	90	0
Over 24 hours	0	0	0
<b>Total</b>	<b>90</b>	<b>90</b>	<b>0</b>

Completing all emergency work orders within twenty-four (24) hours is our established goal.

**January Unit Turn Around Time**

<b>Down Time</b>	<b>Make Ready Time</b>	<b>Lease-Up Time</b>	<b>Total Turnaround Time</b>
128.5	47.23	7.67	183.5

**Cumulative Average Unit Turn Around Time**

<b>Down Time</b>	<b>Make Ready Time</b>	<b>Lease-Up Time</b>	<b>Total Turnaround Time</b>
128.38	92.06	12.88	233.31

Our annual cumulative goal is turning units in 20 days or less. Presently we have a cumulative turn-around time of 233.31, this puts us over by 213.31 days.

**January Vacant Apartment Information**

	<b>Leased</b>	<b>Total</b>	<b>Occupancy %</b>
Kate Ross	240	286	83.9%
Estella Maxey	334	362	92.2%
<b>Overall Occupancy</b>	<b>574</b>	<b>648</b>	<b>88.6%</b>

Public Housing consists of 652 dwelling units, four are offline non-dwelling units used for administrative purposes.

**Annual Inspections FY 22 - 23**

<b>Community</b>	<b>Total apts.</b>	<b>Units Inspected</b>	<b>21 -22 Annual Inspection Work Orders Y.T.D.</b>
Kate Ross	288	288	18
Estella Maxey	362	362	71
<b>Overall</b>	<b>650</b>	<b>650</b>	<b>89</b>

**Fleet Vehicle Inspection**

Total Vehicles Inspected (1) – Inspection repairs in progress electrical issue

**Planned/Preventative Maintenance**

Heat calls are being addressed with urgency. While completing work orders, the system filter and heat is checked for preventative maintenance. (RAP) Rapid Action Planning system to help structure skillsets to tasks. Work orders are being completed more rapidly with more competence, allowing more time to work on and turnover units.

**Accident-free days by staff FY 2023/2024**

The maintenance staff has accumulated 123 accident-free days with (0) loss time days for the month of January. We strive for safety in the workplace to be a priority. A morning safety briefing is conducted daily at the Maintenance including hands on training and video programs.

**Expenditures**

Monthly Budget	\$30,730.00
January 2023	\$23,549.45

Expenditures: Appliances, Maintenance Supplies, Make ready materials and paint, Fire rated door and frame replacement, HVAC service and parts, Plumbing repairs beyond routine maintenance, Bathroom heater fans

## Section 8 Board Report – January 2024

The Section 8 Department has leased a total of 2510 vouchers for income eligible families. The following is an account of vouchers leased by McLennan County, Hill County and Somervell County:

### Waiting Lists and Vouchers Utilized

	Number of Applicants on the Waiting List	Number of Tenants
Waco	901	2322
Hill County	350	170
Somervell County	100	18
<b>Totals</b>	<b>1351</b>	<b>2510</b>

The Waiting List is closed for McLennan County, Hill, and Somervell County.

There are 2 applicant families searching for a place to live currently.

Waco	0
Hill County	1
Somervell County	1
<b>Total</b>	<b>2</b>

### Re-Certifications

Waco, Hill County, and Somervell County Offices are re-certifying annuals through December 2023\.

### Homeownership

The Homeownership Program is now assisting 12 families with mortgages.

### VASH (Veteran Affairs Supportive Housing)

Number Pending (Referral/Orientation)	0
Number Searching in Waco	3
Number Passed/Pending Inspection	2
Number housed in Waco	64

Ineligible	232
<b>Total</b>	<b>91%</b>

### Mainstream

Number Pending (Referral/Orientation)	1
Number Searching in Waco	2
Number Passed/Pending Inspection	2
Number Housed in Waco	73

Ineligible	85
<b>Total</b>	<b>91 %</b>

### EHV (Emergency Housing Vouchers)

Number Pending (Referral/Orientation)	0
Number Searching in Waco	0
Number Passed/Pending Inspection	0
Number housed in Waco	36

Ineligible	16
<b>Total</b>	<b>100%</b>

### FYI (Foster Youth Initiative)

Number Pending (Referral/Orientation)	5
Number Searching in Waco	4
Number Passed/Pending Inspection	1
Number Housed in Waco	3

Ineligible	18
<b>Total</b>	<b>12 %</b>

**HUD Reports**

No reports due

**Staff**

There are two vacancies at the McLennan County Office. There are no vacancies at Hill or Somervell County Offices.

**Fraud**

Total number of cases from 2024:

Total amount owed: \$

Total amount paid: \$

Total amount outstanding:

## Community Services – January 2024

### Ongoing Resident Activities

Kate Ross	Estella Maxey	South Terrace
Kids Computer Lab M-Th. 3:30-5:30	Kids Computer Lab M-Th. 3:30-5:30	Basketball Skills & Cheerleading T, TH 6pm
	Tutoring M, W 3:30-5:30pm	Senior Activities Tuesdays 10am
Morning Coffee Club M-Th	Senior Activities Wednesdays 10am	
Senior Activities, Th. 10	Mentor Waco Th. 6pm	

At Estella Maxey, Transformation is nearing completion of the apartment designated for the Early Learning Initiative is nearing completion. (See pictures and excerpt from Sara West with Transformation Waco). Staff has been trained and certified to teach Nurturing Parenting. Plan in the next weeks is for community interest and outreach.



*“Before we left for Winter Break in December, we completed a majority of the physical projects in the apartment. We painted all the cabinets in the kitchen, the bathroom, and the hallway. We painted several pieces of furniture as well. We are still working on papering the shelves and completing our peel-and-stick wallpaper in the kitchen as a backsplash. We set up the room designated as the office and the children's rooms are set up in a PreK classroom layout.”*



We have been approved for 2 “Free Little Library” additions for South Terrace and Kate Ross. These will be special editions filled with books and resources pertaining to the April 8<sup>th</sup> Total Lunar Eclipse including safe solar eclipse viewing glasses. Neighbors will also be eligible to “Zoom” with a scientist about the eclipse on a day prior to the eclipse to be announced.

Salvation Army sent their disaster relief truck to serve a hot meal to South Terrace residents during an electrical outage. Our staff did welfare calls/checks on vulnerable residents.



KMS Ministries handed out brand new coats to children at Estella Maxey



**January 2023 Family Self Sufficiency Program**

Coordinator: CaSaundra Foreman and Coordinator:

FSS Participants		Monthly ESCROW	
Total: Public Housing <b>Current-10/Grant 2023-11</b>	Total: S8/RAD <b>Current-63/Grant 2023-66</b>	Total: Public Housing <b>\$2041.00</b>	Total: S8/RAD <b>\$4092.00</b>
<b>TOTAL CURRENT PARTICIPANTS- 73</b>		<b>TOTAL ESCROW DEPOSIT: \$6,133.00</b>	
<b>TOTAL GRANT 2023 PARTICIPANTS- 86</b>			

**Client Accomplishments**

- Client graduated program with Escrow Payout: \$8,771.67
- Client credit score increased 56 pts.
- Client graduated program w/Escrow Payout: \$23, 244.36
- Client graduated program w/Escrow Payout: \$40,126.71 (s8- \$23,466.28/PH - \$13,660.43/Previously withdrew \$2,000)
- Client applied for scholarship
- Client began process of breaking ground on new home with Grassroots
- Client completed Homeownership class

**Activities for the Month of January**

- 6 – Enrollment packets to potential participants mailed
- 2 - Returned Enrollment packets
- 3 – New participant COP
- FSS Virtual January Monthly Meeting
- Attended HUD Office Hours and Coffee Hour Training
- Created donation request letter/mailed 100 letters
- Met with TFNB for updated pamphlets for participants
- Contacted and confirmed speakers for 2024 FSS meetings
- Reviewed HUD Notice regarding PIC
- Attended GAPS presentation

**Activities Planned for February**

- Mental Health Workshop: February 1st
- Community Service Staff Development: February 6th
- Participants Meeting: February 13th
- Advisory Board meeting: February 14th

**Partner Collaborations**

- NeighborWorks Homebuyer Education
- Grassroots
- Section 8 Homeownership Program
- Texas Workforce Commission
- UpSkill & Ester’s Closet
- Waco PD
- Habitat for Humanities
- Communities in Schools
- HOT Goodwill

- GAPS
- **January Outreach Activities**
- Mass Emails sent to FSS Participants
- WHA Website
- Engage with Potential New Participants
- Maintain recruiting efforts using FSS brochures during WHA Community Service outreach/events, ground visits, Section 8 Orientation, and mail outs to potential clients.

## **Youth Services: Al Davis, Coordinator – January, 2024**

- ❖ Meetings – Mentor Waco (Recruiting Melody Grove students for Fall & Spring program)
- ❖ Attended Truancy update meetings with PCL officials from Waco High, J.H. Hines Elementary, Cesar Chavez and Carver Middle Schools, University High School
- ❖ Track student progress and grade reports (student behavioral incidents and suspensions)
- ❖ Meetings – (AB) (Dr. Pepper Museum) – Fall & Spring Youth presentations
- ❖ Meeting – Starry Counseling Services (Resources & Services offered to PH Clients and Community)
- ❖ Meeting – Residential information session (Estella Maxey – Section 18 updates and construction updates for Melody Grove Site)
- ❖ Meeting – (Steve Norwood – Update on (ST) Basketball Gym activities and Coordination.
- ❖ Meeting – Evening event (GAPS – Gang Awareness safety facilitation (Goodwill Center)
- ❖ Transportation (West Ave. Tutoring Students from Kate Ross)
- ❖ Meeting – (DB) – Youth Summit Program
- ❖ Work with Intern for assigned casework (take BU Intern on home visits and parent introductions)
- ❖ Meeting – (HOT – Behavioral Health)(Klaras Center for Families – Katie Chadwell(Therapist)

### Activities planned for February

- ❖ Facilitating Discussion - Fathers In Training (FIT Camp) – Starry Counseling Service
- ❖ Mental Health Aide Workshop/Training Session (Kate Ross Center)
- ❖ Youth Basketball Camps & Tournaments (Kenneth Alexander) & (Steve Norwood) – ST Youth Center
- ❖ Collaborative Meeting – (Youth Services with Antioch Baptist Church - Gurley Ln.)

### Partner Collaborations:

- ❖ Mosaic Church
- ❖ Starry Counseling Service
- ❖ (H.O.T.) Behavioral Health Network
- ❖ Dr. Pepper Museum
- ❖ Mentor Waco
- ❖ Voice Inc.
- ❖ Youth Summit Program
- ❖ Baylor University
- ❖ WISD
- ❖ Transformation Waco

## Elderly & Disabled Services January 2024 Tasha Johnson

- ❖ February Activity Planning
- ❖ Weekly Health and Hygiene discussion with fact sheets
- ❖ Jewelry making with seniors.
- ❖ Senior Activities
- ❖ Estella Maxey / Helpful info/ discussion on STD's & STI's and the elderly population.
- ❖ Assisted with Public Housing/section 8 applications.
- ❖ Called and checked on residents during the frigid winter days.
- ❖ Home visit with Mr. Al Davis
- ❖ Home visits
- ❖ Mental Health online training
- ❖ Defensive Driving online training

### Activities planned for January:

- ❖ Please see the attachment for the Jan calendar of events.

### Community Collaborations:

- ❖ Woodland Springs

## Resident Services; Earnest Ward

### South Terrace

- Meeting was held with 3 residents present.
- Mrs. Powell opened the meeting, one resident mentioned she is glad the community services department was able to take the time and check on the south terrace residents during the power outage.

### Kate Ross:

- Meeting was with only 2 residents present.
- Management was present and mentioned she is there to answer any questions the residents may have. She mentioned they are continuing inspections, and they are focusing on vehicles that should not be on property.
- Tonya mentioned she is still in need of assistance for council officers. Management mentioned she would try and assist with finding her council members.

### Estella Maxey:

- Meeting was with 3 residents present.
- Management was present and updated everyone on the resident RAD meeting.
- One resident mentioned she was unaware of the impact Mrs. Estella Maxey had on the community and she understands the reasoning of changing the name, but she was wondering if a biography of Estella Maxey could be placed in the office or community center of the new Melody Grove.

Other:

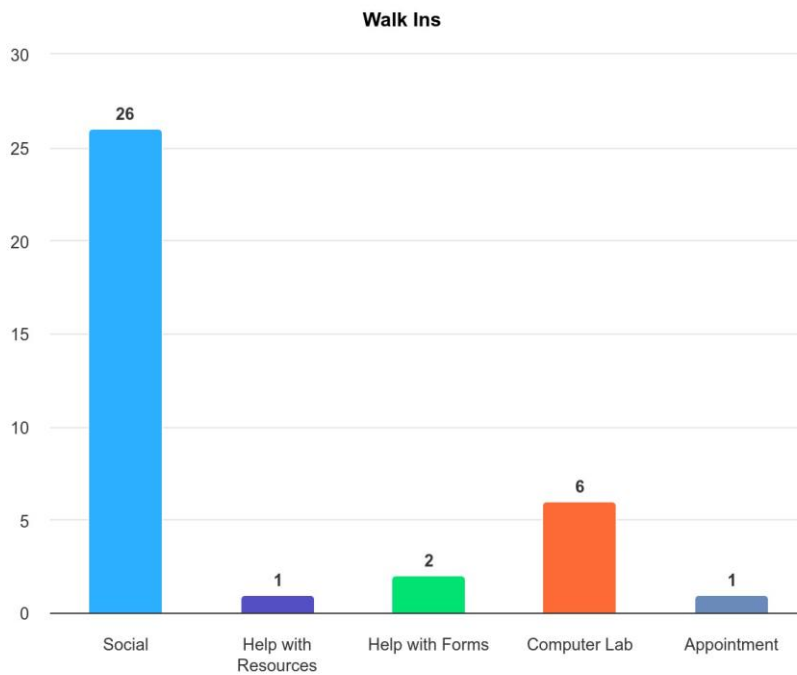
Community Collaborations:

- Met with Salvation Army to assist with getting a family furniture.
- Met with Goodwill to assist a family with furniture..

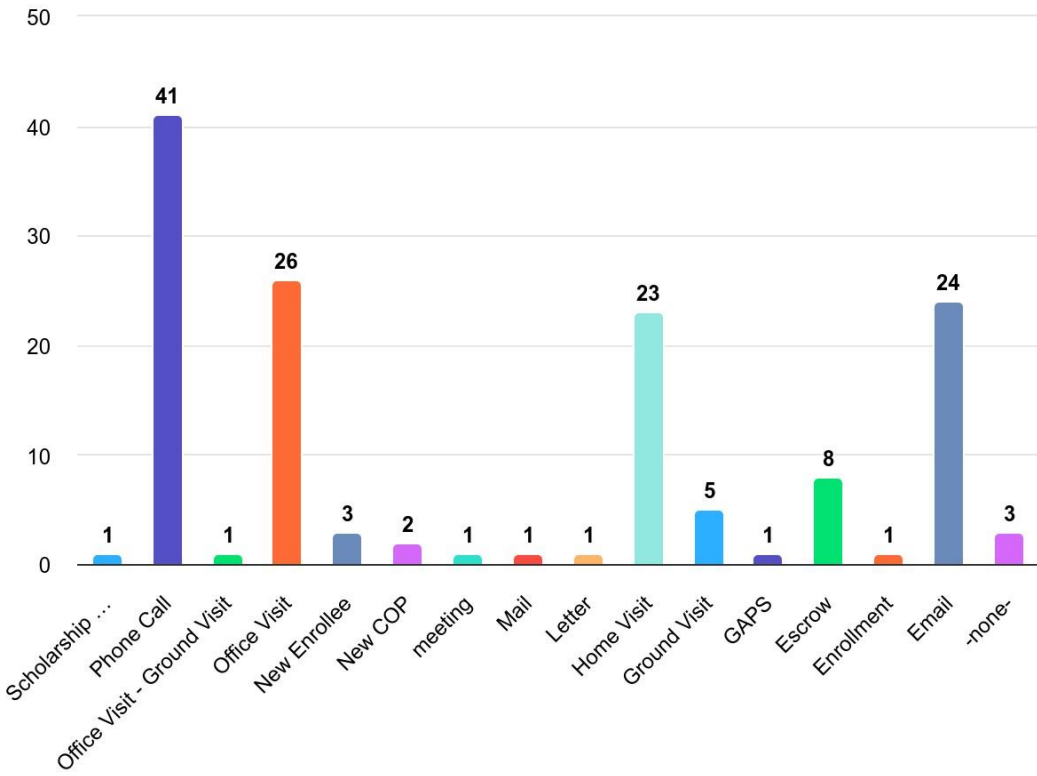
Planned Meetings For February:

- South Terrace 14th<sup>th</sup> @ 4pm
- Kate Ross 21st @ 4pm
- Melody Groove 28<sup>th</sup> @ 4pm

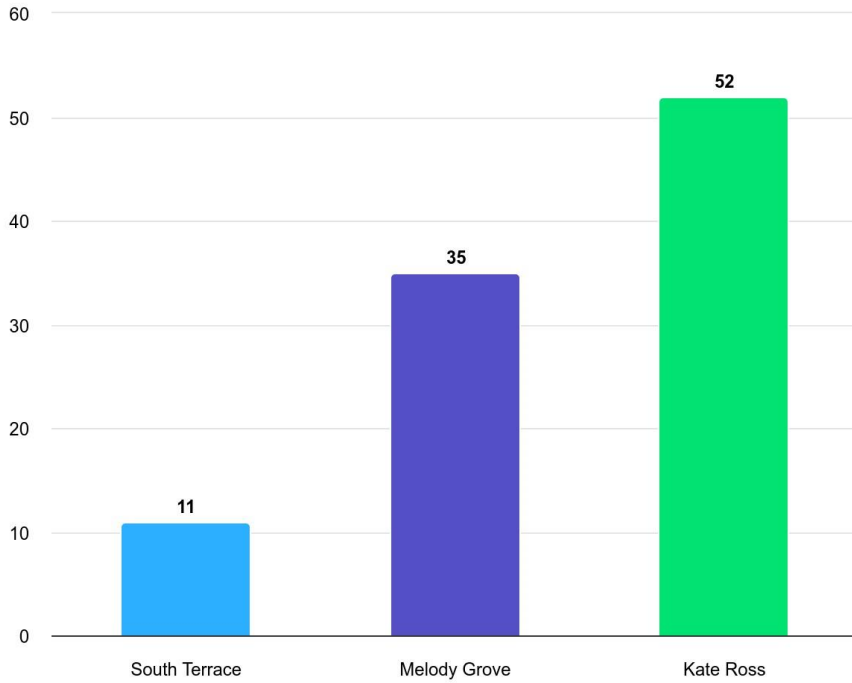
*Departmental Statistics*



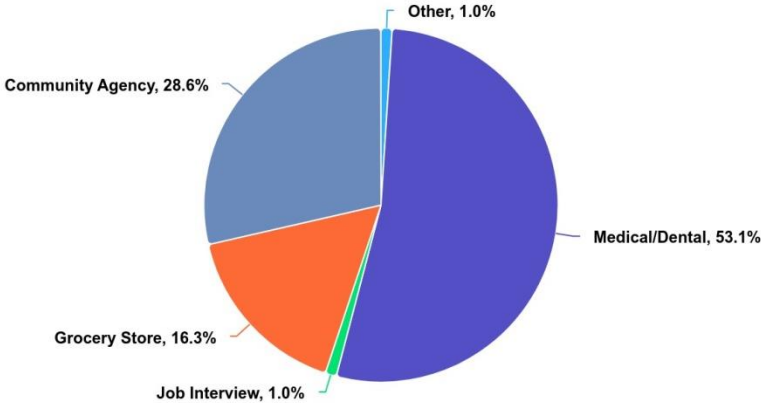
Services Provided



Transportation by Development



Transportation Destinations



# WHA KIDS CALENDAR

## *Kate Ross*

*Monday through Thursday*

*3:30 - 5:30pm*

*Kid's Computer Lab*

## *South Terrace*

*Tuesdays & Thursdays*

*5pm - 8pm*

*Basketball at South Terrace Gym*

## *Estella Maxey*

*Monday through Thursday*

*3:30 - 5:30pm*

*Kid's Computer Lab*

*Mondays & Wednesdays*

*3:30 - 5:30pm*

*Tutoring*

*Wednesday at 6pm*

*Mosaic Church Activities*

*Thursdays at 6pm*

*Mentor Waco*

*Saturdays*

*Warrior Way Soccer*

*Meals are Provided to Children attending activities  
at Kate Ross and South Terrace*

*For questions about any kids activities, call*

*WHA Community Services at 752-0324*



# FEBRUARY 2024

## Senior Activities

All activities start at 10a.m.  
All activities include an exercise session!

"YOU HAVE THE  
POWER TO PROTECT  
YOUR PEACE."

South Terrace

Estella Maxey

Kate Ross

SUNDAY

MONDAY

TUESDAY

WEDNESDAY

THURSDAY

FRIDAY

SATURDAY

\*Residents from all properties are welcome.

\*For transportation  
Call (254)752-0324  
EXT.279

Staff Senior Outreach <sup>06</sup>

Staff Senior Outreach <sup>13</sup>

Staff Senior Outreach <sup>20</sup>

Staff Senior Outreach <sup>27</sup>

Info with Ms. Tasha <sup>07</sup>

Food And Fellowship <sup>14</sup>

Info with Ms. Tasha <sup>21</sup>

Heart Of Texas Independent Living <sup>28</sup>

No Senior Activities <sup>01</sup>

World Cup Cafe Outing <sup>08</sup>

Arts And Crafts <sup>15</sup>

Heart Of Texas Independent Living <sup>22</sup>

Board Games W/ prizes <sup>29</sup>

\*Resident Council Meetings  
@ 4p.m.

South Terrace-2/10/2024

Kate Ross-2/17/2024

Estella Maxey-2/24/2024



# Summary of Financial Statements

## December 31, 2023

### Public Housing

#### Central Office Cost Center (COCC)

- Asset Management Fees from PH Sites – Revenue was under budget \$11,700 for the month of December.
- Administrative Salaries & Employee Benefit Payments- This was under budget due to vacant position in the Admin. department.
- Sundry – Cost was over budget \$3,177 for the Administrative Assistant temporary employee and \$4,442 on furniture for COCC lobby.

#### Kate Ross (KR)

- Dwelling Rental – Occupancy is 83% for the month of December with 28 MOD units and 20 vacant units.
- HUD Contribution – HUD’s subsidy proration funding was at 93.02% of estimated eligibility.
- Labor & Employee Benefit Payments– The cost was under budget due to three vacant maintenance positions.
- Contract Cost – The expense was over budget \$12,800 for Haz-Mat remediation in one unit.

#### Estella Maxey (EM)

- Dwelling Rental – Occupancy is 56% for the month of December with 21 vacant units and 136 MOD units.
- HUD Contribution – HUD’s subsidy proration funding was at 93.02% of estimated eligibility.
- Labor & Employee Benefit Payments– The cost was under budget for two vacant maintenance positions.
- Contract Cost – The expense for two temporary maintenance was over budget \$4,300, while a/c repairs and grounds contract were under budget \$6,700.

#### Section 8 – Admin

- Administrative Salaries & Employee Benefit Payments- This is under budget due to five vacancies.
- Sundry – Cost was over budget for three temporary employees by \$5,295.

#### Section 8 – HAP Reserves

- The Housing Choice Voucher Program total HAP reserve is \$265,267.
- Mainstream Voucher Program total HAP reserve is (\$6,426).
- Emergency Housing Voucher total HAP reserves is \$35,945.

## **Non-Profits**

### **Raintree**

- Contract Cost- This is over budget for the month due to a ceiling repair (\$4,400) and a building repair that was needed resulting from a rook leak (\$5,435). Also, two carpet replacements were done in the total amount of \$2,819. Bushes were planted on the property for \$1,560. Lastly, a sewer line was repaired costing \$3,974 and the property golf cart was repaired for \$1,579.

### **Cimmaron**

- Contract Cost- There were four units that had bath and kitchen repairs done in the total amount of \$4,400.
- Non-Apartment Meetings- The WHA & Affiliates employee Christmas party expenses totaled \$2,197 which was held in the month of December.

### **Hunnington**

- There were no other out of the routine income or expense amounts for Hunnington for the month of December.

### **Misty**

- There were no other out of the routine income or expense amounts for Misty for the month of December.

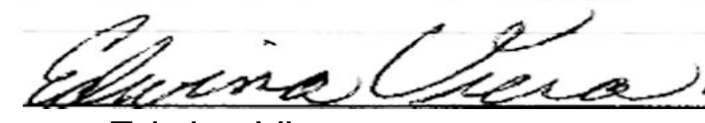
### **Picadilly**

- There were no other out of the routine income or expense amounts for Picadilly for December.

### **WPFC II**

- There were no out of the routine income or expense amounts for WPFC II.

Account Description	Account #	Bank Name	Interest Rate	Purchased	Maturity Date	12/31/2023	Total by Site
<b>Waco Housing Authority</b>							
<u>Central Cost</u>							
Public Fund Checking							
Revolving	20470357	Extraco	1.51%			\$ 2,069,754.38	
FSS Junior League Grant	20470381	Extraco	1.51%			\$ 10,745.00	
Employee Committee	20470258	Extraco	1.51%			416.35	
Payroll	20470340	Extraco	1.51%			2,147.48	
Central Cost Center	20470381	Extraco	1.51%			232,171.35	
Texas Housing Stability Fund	21129176	Extraco	1.51%			124.44	
<b>Central Cost sub-total</b>							\$ 2,315,359.00
<u>Kate Ross</u>							
Public Fund Checking							
Kate Ross-Operating	20470399	Extraco	1.51%			\$ 1,298,620.85	
Public Housing FSS Escrow-KR	20573010	Extraco	1.51%			6,527.51	
1 Certificate of Deposit - 12 months	403335	Alliance Bank	4.25%	2/26/2023	2/26/2024	225,256.78	
2 Certificate of Deposit - 12 months	403336	Alliance Bank	4.25%	2/26/2023	2/26/2024	166,410.16	
3 Certificate of Deposit - 12 months	405087	Alliance Bank	5.50%	8/22/2023	8/22/2024	304,158.90	
4 Certificate of Deposit - 12 months	53659	The First National Bank of McGr	5.25%	7/5/2023	7/5/2024	268,248.50	
5 Certificate of Deposit - 12 months	52001	The First National Bank of McGr	5.25%	7/5/2023	7/5/2024	82,478.67	
6 Certificate of Deposit - 12 months	55821	The First National Bank of McGr	5.25%	7/5/2023	7/5/2024	80,616.38	
7 Certificate of Deposit - 12 months	56468	The First National Bank of McGr	5.50%	11/2/2023	11/2/2024	268,724.52	
8 Certificate of Deposit - 12 months	55370	The First National Bank of McGr	5.25%	8/22/2023	8/22/2024	484,566.85	
9 Certificate of Deposit - 12 months	55229	The First National Bank of McGr	5.50%	9/27/2023	9/27/2024	413,665.95	
<b>Central Cost sub-total</b>							\$ 3,599,275.07 KR
<u>Estella Maxey</u>							
Public Fund Checking							
Estella Maxey-Operating	20470407	Extraco	1.51%			\$ 1,679,715.18	
Public Housing FSS Escrow-EM	20573119	Extraco	1.51%			3,866.38	
ALL Public Housing FSS Escrow-Forfeitures	20470407	Extraco	1.51%			8,941.05	
1 Certificate of Deposit - 12 months	55819	The First National Bank of McGr	5.50%	11/2/2023	11/2/2024	218,368.61	
2 Certificate of Deposit - 12 months	403196	Alliance Bank	5.50%	12/20/2023	12/20/2024	114,126.87	
3 Certificate of Deposit - 12 months	403291	Alliance Bank	5.50%	11/18/2023	11/18/2024	112,900.50	
4 Certificate of Deposit - 12 months	403315	Alliance Bank	5.00%	1/25/2023	1/25/2024	483,874.18	
5 Certificate of Deposit - 12 months	403064	Alliance Bank	5.50%	12/12/2023	12/12/2024	530,297.12	
6 Certificate of Deposit - 12 months	405090	Alliance Bank	5.50%	8/22/2023	8/22/2024	506,931.50	
7 Certificate of Deposit - 12 months	405091	Alliance Bank	5.50%	8/22/2023	8/22/2024	304,158.90	
8 Certificate of Deposit - 12 months	52549	The First National Bank of McGr	5.25%	7/5/2023	7/5/2024	109,971.58	
9 Certificate of Deposit - 12 months	53818	The First National Bank of McGr	5.25%	7/5/2023	7/5/2024	53,744.25	
10 Certificate of Deposit - 12 months	55602	The First National Bank of McGr	5.50%	9/27/2023	9/27/2024	517,082.43	
<b>Estella Maxey sub-total</b>							\$ 4,643,978.55 EM
<u>South Terrace</u>							
Public Fund Checking							
South Terrace-Operating	20470415	Extraco	1.51%			\$ 598.23	
Public Housing FSS Escrow-ST	20470324	Extraco	1.51%			18,589.00	
Public Housing FSS Escrow-ST Forfeitures	20470415	Extraco	1.51%			-	
<b>South Terrace sub-total</b>							\$ 19,187.23 ST
<u>Section 8</u>							
Public Fund Checking							
Section 8 - HAP	20470142	Extraco	1.51%			\$ 1,051,362.69	
Section 8-Cash Restricted-Ike	20470142	Extraco	1.51%			\$ 3,725.97	
Section 8 FSS Escrow	20470308	Extraco	1.51%			\$ 181,890.29	
Section 8 FSS Escrow-Forfeitures	20470142	Extraco	1.51%			\$ -	
Emergency Housing Voucher	21084223	Extraco	1.51%			\$ 19,727.13	
Emergency Housing Voucher-Restricted	21084223	Extraco	1.51%			\$ 61,260.13	
Section 8- Mainstream	20969713	Extraco	1.51%			\$ 102,941.36	
1 IKE -Certificate of Deposit - 12 months	403578	Alliance Bank	5.50%	7/26/2023	7/26/2024	\$ 20,840.65	
<b>Section 8 sub-total</b>							\$ 1,441,748.22
<b>Non-Profit Corporations</b>							
<u>Waco Housing Opportunities Corporation</u>							
WHOC Public Fund Checking	20470423	Extraco	1.52%			232,391.05	
<b>WHOC sub-total</b>							\$ 232,391.05
<u>Waco Public Facilities Corporation</u>							
Misty Public Fund Checking	20470126	Extraco	1.52%			115,158.07	\$ 115,158.07 Misty
Cimmaron Public Fund Checking	20469920	Extraco	1.52%			544,846.45	\$ 544,846.45 Cim
South Terrace-WPFC	21026158	Extraco	1.51%			163,892.12	\$ 163,892.12 STWPFC
Raintree Public Funds Checking							
Raintree Operating	20469987	Extraco	1.51%			328,973.79	
Raintree Scholarship Fund	20470100	Extraco	1.51%			8,468.91	\$ 337,442.70 RT
Trendwood Operating	20469987	Extraco	1.51%			153,362.49	\$ 153,362.49 Trendwood
Sandstone Revenue Fund	20469987	Extraco	1.51%			24,017.63	\$ 24,017.63 Sandstone
Ritchie Road	20469987	Extraco	1.51%			258.31	\$ 258.31 Ritchie Road
Avila Apartments	20469987	Extraco	1.51%			260,775.14	\$ 260,775.14 Avila
<u>Waco Public Facilities Corporation II</u>							
WPFC II Public Fund Checking	20868733	Extraco	1.51%			4,192.78	\$ 4,192.78 WPFC II
<b>WHA sub-total</b>						<b>12,019,548.07</b>	
<b>Non-profits sub-total</b>						<b>1,836,336.74</b>	
<b>Total WHA &amp; Affiliates</b>						<b>13,855,884.81</b>	

  
Edwina Viera  
Vice President, Financial Services

2/1/2024  
Date

Bank	Balance @ 12/31/23	
1 Extraco	8,589,461.51	61.99%
2 FNBCT	-	0.00%
3 Alliance Bank	2,768,955.56	19.98%
4 First National Bk.	-	0.00%
5 The First National Bank of McGr	2,497,467.74	18.02%
	<b>13,855,884.81</b>	<b>100.00%</b>

**Waco Housing Authority & Affiliates Consolidated Financial Report 2024**  
**December 2023**

	Central Cost Center	Estella Maxey	Kate Ross	HCV	Raintree	Cimmaron	Hunnington	Picadilly	Misty Square	Total
<b>Income</b>										
Dwelling rental		56,952.21	68,363.70		99,509.37	53,090.55	36,077.00	4,623.30	8,743.00	327,359.13
Excess Utilities		4,828.61	4,904.32							9,732.93
<b>Total Rental Income</b>	-	<b>61,780.82</b>	<b>73,268.02</b>	-	<b>99,509.37</b>	<b>53,090.55</b>	<b>36,077.00</b>	<b>4,623.30</b>	<b>8,743.00</b>	<b>337,092.06</b>
Mgmt. & Admin. Fees Rev.	141,583.58	9,790.91	7,692.91	169,943.00						329,010.40
Donations to Scholarship Fd.					10.78					10.78
CFP Tranf In-site Expenses		3,101.66	18,682.04							21,783.70
Interest on Investments	749.53	14,740.62	11,638.83	1,556.74	439.26	712.22	87.68	230.36	147.83	30,303.07
Other Income		3,653.34	5,637.13	272.00	1,796.78	1,660.35	308.92	808.99	-	14,137.51
Operating Transfer In		9,790.91	7,692.91							17,483.82
HUD Contributions		132,698.76	104,421.17							237,119.93
<b>Total Operating Income</b>	<b>142,333.11</b>	<b>173,776.20</b>	<b>155,764.99</b>	<b>171,771.74</b>	<b>2,246.82</b>	<b>2,372.57</b>	<b>396.60</b>	<b>1,039.35</b>	<b>147.83</b>	<b>649,849.21</b>
<b>Total Income</b>	<b>142,333.11</b>	<b>235,557.02</b>	<b>229,033.01</b>	<b>171,771.74</b>	<b>101,756.19</b>	<b>55,463.12</b>	<b>36,473.60</b>	<b>5,662.65</b>	<b>8,890.83</b>	<b>986,941.27</b>
<b>Expenses</b>										
Administrative Salaries	93,792.34	23,065.62	17,974.87	54,798.44	7,472.23	4,727.14	2,829.18	291.77	714.00	205,665.59
Legal					260.96	167.28			26.76	455.00
Staff Training & Travel	3,115.70	360.22	320.09	1,140.56						4,936.57
Sundry	16,652.88	9,362.38	9,755.22	19,443.59	3,412.37	3,602.56	1,079.64	333.80	286.24	63,928.68
Mgmt. & Bkpg. Fees Exp.		27,135.63	26,561.75	33,988.60	25,872.44	13,803.54	9,380.02	508.56	961.73	138,212.27
<b>Total Admin. Expenses</b>	<b>113,560.92</b>	<b>59,923.85</b>	<b>54,611.93</b>	<b>109,371.19</b>	<b>37,018.00</b>	<b>22,300.52</b>	<b>13,288.84</b>	<b>1,134.13</b>	<b>1,988.73</b>	<b>413,198.11</b>
<b>Total Tenant Serv. Expenses</b>		<b>15,385.76</b>	<b>12,039.72</b>							<b>27,425.48</b>
<b>Total Utility Expenses</b>	<b>1,969.99</b>	<b>53,772.20</b>	<b>43,988.81</b>	<b>1,543.54</b>	<b>12,155.66</b>	<b>5,718.09</b>	<b>4,138.17</b>	<b>332.63</b>	<b>1,011.30</b>	<b>124,630.39</b>
Labor		15,908.73	9,018.24		7,704.82	5,283.44	3,151.52	321.04	834.24	42,222.03
Materials	946.39	6,299.60	12,083.99	367.25	3,151.30	306.17	217.55	598.06	48.29	24,018.60
Contract Costs	3,743.38	27,947.14	31,483.96	1,492.24	29,288.18	9,353.94	2,333.32	418.46	746.32	106,806.94
<b>Total Maint &amp; Operations</b>	<b>4,689.77</b>	<b>50,155.47</b>	<b>52,586.19</b>	<b>1,859.49</b>	<b>40,144.30</b>	<b>14,943.55</b>	<b>5,702.39</b>	<b>1,337.56</b>	<b>1,628.85</b>	<b>173,047.57</b>
Employee Benefits	21,076.95	13,814.96	10,338.52	14,659.27	3,828.97	3,095.99	1,847.39	158.05	486.36	69,306.46
Insurance	471.53	6,562.04	10,124.29	786.16	4,786.49	2,593.24	1,163.65	165.54	278.99	26,931.93
Administrative Fees				3,532.98						3,532.98
Collection Losses		302.23	2,434.95		163.76					2,900.94
Non-Routine Exp (non apt exp)	1,093.37			169.61	85.00	2,318.62				3,666.60
Depreciation Expense					15,194.64	7,522.72	6,154.55	260.66	2,678.10	31,810.67
<b>Total General Expenses</b>	<b>22,641.85</b>	<b>20,679.23</b>	<b>22,897.76</b>	<b>19,148.02</b>	<b>24,058.86</b>	<b>15,530.57</b>	<b>9,165.59</b>	<b>584.25</b>	<b>3,443.45</b>	<b>138,149.58</b>
<b>Total Expenses</b>	<b>142,862.53</b>	<b>199,916.51</b>	<b>186,124.41</b>	<b>131,922.24</b>	<b>113,376.82</b>	<b>58,492.73</b>	<b>32,294.99</b>	<b>3,388.57</b>	<b>8,072.33</b>	<b>876,451.13</b>
<b>Profit/Loss</b>	<b>(529.42)</b>	<b>35,640.51</b>	<b>42,908.60</b>	<b>39,849.50</b>	<b>(11,620.63)</b>	<b>(3,029.61)</b>	<b>4,178.61</b>	<b>2,274.08</b>	<b>818.50</b>	<b>110,490.14</b>

Central Cost

	Year Budget	YTD Budget	Current Period	Current Year	Over & Under
INCOME					
3190 Non-Dwelling Rental	\$ -	\$ -	\$ -	\$ -	\$ -
Total Rental Income	\$ -	\$ -	\$ -	\$ -	\$ -
3430 Mart Management Fees	\$ 24,900.00	\$ 6,225.00	\$ 1,767.71	\$ 4,328.75	\$ (1,896.25)
3440 Mgmt./Adm.Fees fr.Non-Profits	\$ 611,000.00	\$ 152,750.01	\$ 50,526.29	\$ 150,989.51	\$ (1,760.50)
3450 Asset Management Fee fr.Sites	\$ 574,500.00	\$ 143,625.00	\$ 36,213.56	\$ 109,782.74	\$ (33,842.26)
3460 Mgmt./Adm.Fees fr.Sect.8	\$ 434,900.00	\$ 108,725.01	\$ 35,592.20	\$ 103,047.80	\$ (5,677.21)
3470 Mgmt./Adm.Fees fr.CFP	\$ 209,600.00	\$ 52,400.01	\$ 17,483.82	\$ 52,451.58	\$ 51.57
3480 Proceeds fr. Insurance Claims	\$ -	\$ -	\$ -	\$ -	\$ -
3610 Interest on Investments	\$ 33,400.00	\$ 8,349.99	\$ 749.53	\$ 1,883.55	\$ (6,466.44)
3650 Interest Inc.-Mortgages	\$ -	\$ -	\$ -	\$ -	\$ -
3690 Other Income	\$ 1,000.00	\$ 249.99	\$ -	\$ -	\$ (249.99)
9110.010 Oth.Inc.-Transfer from CFP	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operating Income	\$ 1,889,300.00	\$ 472,325.01	\$ 142,333.11	\$ 422,483.93	\$ (49,841.08)
EXPENSES					\$ -
4110 Administrative Salaries	\$ 1,260,000.00	\$ 315,000.00	\$ 93,792.34	\$ 310,153.12	\$ (4,846.88)
4120 Compensated Absences	\$ -	\$ -	\$ -	\$ -	\$ -
4130 Legal Expense	\$ 2,000.00	\$ 500.01	\$ -	\$ 4,525.47	\$ 4,025.46
4140 Staff Training	\$ 16,720.00	\$ 4,179.99	\$ 2,137.23	\$ 2,625.70	\$ (1,554.29)
4150 Travel Convention & Meetings	\$ 23,970.00	\$ 5,992.47	\$ 978.47	\$ 8,325.54	\$ 2,333.07
4171 Auditing Fees	\$ 1,200.00	\$ 300.00	\$ -	\$ 97.78	\$ (202.22)
4190 Sundry	\$ 104,865.00	\$ 26,216.19	\$ 16,652.88	\$ 34,488.25	\$ 8,272.06
Total Admin Expense	\$ 1,408,755.00	\$ 352,188.66	\$ 113,560.92	\$ 360,215.86	\$ 8,027.20
4310 Water	\$ 4,400.00	\$ 1,100.01	\$ 248.31	\$ 744.24	\$ (355.77)
4320 Electricity	\$ 16,200.00	\$ 4,050.00	\$ 1,000.00	\$ 3,544.21	\$ (505.79)
4330 Gas	\$ 2,030.00	\$ 507.51	\$ 436.08	\$ 829.00	\$ 321.49
4390 Sewer	\$ 3,070.00	\$ 767.49	\$ 285.60	\$ 854.88	\$ 87.39
Total Utility Expense	\$ 25,700.00	\$ 6,425.01	\$ 1,969.99	\$ 5,972.33	\$ (452.68)
4420 Material	\$ 8,500.00	\$ 2,124.99	\$ 946.39	\$ 1,799.02	\$ (325.97)
4430 Contract Cost	\$ 49,800.00	\$ 12,449.97	\$ 3,743.38	\$ 13,009.77	\$ 559.80
Total Ordinary Maint. & Operation	\$ 58,300.00	\$ 14,574.96	\$ 4,689.77	\$ 14,808.79	\$ 233.83
4510.010 Workers Compensation	\$ 4,550.00	\$ 1,137.48	\$ 234.93	\$ 704.79	\$ (432.69)
4510.040 Auto Insurance	\$ 2,600.00	\$ 649.98	\$ 217.15	\$ 651.45	\$ 1.47
4510.070 Crime / Dishonesty	\$ 65.00	\$ 16.26	\$ 5.38	\$ 16.14	\$ (0.12)
4510.090 Fire & Extend Coverage	\$ 250.00	\$ 62.49	\$ 14.07	\$ 42.21	\$ (20.28)
4540 Employee Benefit Payments	\$ 286,180.00	\$ 71,545.02	\$ 21,076.95	\$ 66,122.61	\$ (5,422.41)
4560 Postage Mach Lease Amortization	\$ 4,100.00	\$ 1,025.00	\$ 1,027.20	\$ 1,027.20	\$ 2.20
4570 FSS Jr League Loan Write-Off	\$ -	\$ -	\$ -	\$ -	\$ -
4585.020 Interest on Lease Payable	\$ 500.00	\$ 125.00	\$ 66.17	\$ 66.17	\$ (58.83)
Total General Expenses	\$ 298,245.00	\$ 74,561.23	\$ 22,641.85	\$ 68,630.57	\$ (5,930.66)
Total Routine Expenses	\$ 1,791,000.00	\$ 447,749.86	\$ 142,862.53	\$ 449,627.55	\$ 1,877.69
					\$ -
4620.040 Casualty Losses-non capitalized	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non Routine Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
4800 Depreciation Expense	\$ -	\$ -	\$ -	\$ -	\$ -
6120 G/L Disposition of Nonexp. Equip.	\$ -	\$ -	\$ -	\$ -	\$ -
Total Capital Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
6010 Prior Year Adjustment - ARR	\$ -	\$ -	\$ -	\$ -	\$ -
Total Prior Year Receipts	\$ -	\$ -	\$ -	\$ -	\$ -
Residual Receipts (Profit/Loss)	\$ 98,300.00	\$ 24,575.15	\$ (529.42)	\$ (27,143.62)	\$ (51,718.77)

Kate Ross

Estella Maxey

	Year Budget	YTD Budget	Current Period	Current Year	Over & Under		Year Budget	YTD Budget	Current Period	Current Year	Over & Under
INCOME											
Dwelling Rental	\$ 776,300.00	\$ 194,075.01	\$ 68,363.70	\$ 202,897.20	\$ 8,822.19	\$ 705,700.00	\$ 176,424.99	\$ 56,952.21	\$ 173,001.42	\$ (3,423.57)	
Excess Utilities	\$ 87,600.00	\$ 21,900.00	\$ 4,904.32	\$ 27,685.98	\$ 5,785.98	\$ 102,100.00	\$ 25,524.99	\$ 4,828.61	\$ 25,097.70	\$ (427.29)	
Non-Dwelling Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Rental Income	\$ 863,900.00	\$ 215,975.01	\$ 73,268.02	\$ 230,583.18	\$ 14,608.17	\$ 807,800.00	\$ 201,949.98	\$ 61,780.82	\$ 198,099.12	\$ (3,850.86)	
Management Fee from CFP	\$ 92,240.00	\$ 23,060.01	\$ 7,692.91	\$ 23,078.73	\$ 18.72	\$ 117,400.00	\$ 29,349.99	\$ 9,790.91	\$ 29,372.85	\$ 22.86	
CFP Trnsf. In-Site Expenses	\$ 80,460.00	\$ 20,115.00	\$ 18,682.04	\$ 26,262.56	\$ 6,147.56	\$ 100,200.00	\$ 25,050.00	\$ 3,101.66	\$ 13,158.98	\$ (11,891.02)	
Proceeds fr Insurance Claims	\$ -	\$ -	\$ -	\$ 3,546.61	\$ 3,546.61	\$ -	\$ -	\$ -	\$ -	\$ -	
Interest on Investments	\$ 107,700.00	\$ 26,925.00	\$ 11,638.83	\$ 33,197.65	\$ 6,272.65	\$ 123,900.00	\$ 30,975.00	\$ 14,740.62	\$ 41,162.49	\$ 10,187.49	
Jr League Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Income	\$ 60,200.00	\$ 15,050.01	\$ 5,637.13	\$ 20,594.70	\$ 5,544.69	\$ 65,600.00	\$ 16,400.01	\$ 3,653.34	\$ 15,494.68	\$ (905.33)	
Other Income-FSS Forfeitures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Income-Time Warner Cable	\$ 6,900.00	\$ 1,725.00	\$ -	\$ 1,636.21	\$ (88.79)	\$ 7,400.00	\$ 1,850.00	\$ -	\$ 1,617.53	\$ (232.47)	
Operating Transfer In (1406)	\$ 92,200.00	\$ 23,049.99	\$ 7,692.91	\$ 23,078.73	\$ 28.74	\$ 117,400.00	\$ 29,349.99	\$ 9,790.91	\$ 29,372.85	\$ 22.86	
Total Operating Income	\$ 439,700.00	\$ 109,925.01	\$ 51,343.82	\$ 131,395.19	\$ 21,470.18	\$ 531,900.00	\$ 132,974.99	\$ 41,077.44	\$ 130,179.38	\$ (2,795.61)	
Total HUD Contributions	\$ 1,304,500.00	\$ 326,124.98	\$ 104,421.17	\$ 313,504.00	\$ (12,620.99)	\$ 1,723,700.00	\$ 430,925.01	\$ 132,698.76	\$ 398,402.00	\$ (32,523.01)	
Total Income	\$ 2,608,100.00	\$ 652,025.01	\$ 229,033.01	\$ 675,482.37	\$ 23,457.36	\$ 3,063,400.00	\$ 765,849.98	\$ 235,557.02	\$ 726,680.50	\$ (39,169.48)	
EXPENSES					\$ -					\$ -	
Administrative Salaries	\$ 288,800.00	\$ 72,199.98	\$ 17,974.87	\$ 58,940.28	\$ (13,259.70)	\$ 356,000.00	\$ 89,000.01	\$ 23,065.62	\$ 76,661.22	\$ (12,338.79)	
Compensated Absences	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Legal Expense	\$ 2,000.00	\$ 500.01	\$ -	\$ -	\$ (500.01)	\$ 6,000.00	\$ 1,500.00	\$ -	\$ 250.00	\$ (1,250.00)	
Staff Training	\$ 6,600.00	\$ 1,650.00	\$ 320.09	\$ 352.09	\$ (1,297.91)	\$ 7,100.00	\$ 1,775.01	\$ 360.22	\$ 400.22	\$ (1,374.79)	
Travel & Conventions	\$ 8,120.00	\$ 2,030.01	\$ -	\$ 1,589.08	\$ (440.93)	\$ 9,780.00	\$ 2,445.00	\$ -	\$ 1,996.62	\$ (448.38)	
Audit Fees	\$ 3,960.00	\$ 990.00	\$ -	\$ 322.67	\$ (667.33)	\$ 5,040.00	\$ 1,260.00	\$ -	\$ 410.67	\$ (849.33)	
Sundry	\$ 138,120.00	\$ 34,529.94	\$ 9,755.22	\$ 30,172.61	\$ (4,357.33)	\$ 149,700.00	\$ 37,424.97	\$ 9,362.38	\$ 29,968.76	\$ (7,456.21)	
Management Fees	\$ 345,830.00	\$ 86,457.51	\$ 26,561.75	\$ 79,886.79	\$ (6,570.72)	\$ 438,320.00	\$ 109,580.01	\$ 27,135.63	\$ 82,347.53	\$ (27,232.48)	
Total Admin Expense	\$ 793,430.00	\$ 198,357.45	\$ 54,611.93	\$ 171,263.52	\$ (27,093.93)	\$ 971,940.00	\$ 242,985.00	\$ 59,923.85	\$ 192,035.02	\$ (50,949.98)	
Tenant Services Salaries	\$ 188,200.00	\$ 47,049.99	\$ 10,965.01	\$ 33,007.18	\$ (14,042.81)	\$ 239,500.00	\$ 59,874.99	\$ 13,955.51	\$ 43,173.82	\$ (16,701.71)	
Tenant Services-Recr., Etc.	\$ 9,000.00	\$ 2,250.00	\$ 484.71	\$ 868.53	\$ (1,381.47)	\$ 10,000.00	\$ 2,499.99	\$ 735.25	\$ 959.69	\$ (1,540.30)	
Resident Council	\$ 3,000.00	\$ 750.00	\$ -	\$ -	\$ (750.00)	\$ 3,000.00	\$ 750.00	\$ -	\$ -	\$ (750.00)	
Ten. Serv. Contr., Train., Spec. Needs	\$ 11,000.00	\$ 2,750.01	\$ 590.00	\$ 2,510.00	\$ (240.01)	\$ 10,000.00	\$ 2,499.99	\$ 695.00	\$ 1,980.50	\$ (519.49)	
Total Tenant Expense	\$ 211,200.00	\$ 52,800.00	\$ 12,039.72	\$ 36,385.71	\$ (16,414.29)	\$ 262,500.00	\$ 65,624.97	\$ 15,385.76	\$ 46,114.01	\$ (19,510.98)	
EXPENSES					\$ -					\$ -	
Water	\$ 93,000.00	\$ 23,250.00	\$ 8,083.22	\$ 21,959.94	\$ (1,290.06)	\$ 115,000.00	\$ 28,749.99	\$ 11,926.71	\$ 33,194.88	\$ 4,444.89	
Electricity	\$ 160,000.00	\$ 39,999.99	\$ 11,700.00	\$ 35,557.61	\$ (4,442.38)	\$ 190,000.00	\$ 47,499.99	\$ 12,850.00	\$ 53,727.27	\$ 6,227.28	
Gas	\$ 110,000.00	\$ 27,500.01	\$ 13,214.07	\$ 31,508.23	\$ 4,008.22	\$ 140,000.00	\$ 35,000.01	\$ 12,478.81	\$ 26,773.01	\$ (8,227.00)	
Other Utility Expense	\$ 128,000.00	\$ 32,000.01	\$ 10,991.52	\$ 30,540.70	\$ (1,459.31)	\$ 170,000.00	\$ 42,500.01	\$ 16,516.68	\$ 48,000.25	\$ 5,500.24	
Total Utility Expense	\$ 491,000.00	\$ 122,750.01	\$ 43,988.81	\$ 119,566.48	\$ (3,183.53)	\$ 615,000.00	\$ 153,750.00	\$ 53,772.20	\$ 161,695.41	\$ 7,945.41	
Labor	\$ 242,000.00	\$ 60,500.01	\$ 9,018.24	\$ 24,590.27	\$ (35,909.74)	\$ 275,700.00	\$ 68,925.00	\$ 15,908.73	\$ 50,305.32	\$ (18,619.68)	
Material	\$ 109,400.00	\$ 27,350.01	\$ 12,083.99	\$ 22,354.47	\$ (4,995.54)	\$ 86,630.00	\$ 22,157.52	\$ 6,299.60	\$ 19,743.27	\$ (2,414.25)	
Contract Cost	\$ 230,160.00	\$ 57,540.03	\$ 26,595.88	\$ 67,171.48	\$ 9,631.45	\$ 263,900.00	\$ 65,974.98	\$ 18,904.30	\$ 68,687.85	\$ 2,712.87	
Total Ordinary Maint. & Operation	\$ 581,560.00	\$ 145,390.05	\$ 47,698.11	\$ 114,116.22	\$ (31,273.83)	\$ 628,230.00	\$ 157,057.50	\$ 41,112.63	\$ 138,736.44	\$ (18,321.06)	
Protective Services Contract	\$ 82,800.00	\$ 20,700.00	\$ 4,888.08	\$ 17,000.02	\$ (3,899.98)	\$ 97,500.00	\$ 24,375.00	\$ 9,042.84	\$ 26,667.30	\$ 2,292.30	
Total Protective Services	\$ 82,800.00	\$ 20,700.00	\$ 4,888.08	\$ 17,000.02	\$ (3,899.98)	\$ 97,500.00	\$ 24,375.00	\$ 9,042.84	\$ 26,667.30	\$ 2,292.30	
Insurance	\$ 166,750.00	\$ 41,687.49	\$ 10,124.29	\$ 30,372.87	\$ (11,314.62)	\$ 110,770.00	\$ 27,692.49	\$ 6,562.04	\$ 19,686.12	\$ (8,006.37)	
Payment in Lieu of Taxes (PILOT)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Employee Benefit Payments	\$ 208,660.00	\$ 52,164.99	\$ 10,338.52	\$ 30,152.00	\$ (22,012.99)	\$ 245,360.00	\$ 61,339.92	\$ 13,814.96	\$ 41,287.24	\$ (20,052.68)	
Collection Losses	\$ 67,200.00	\$ 16,800.00	\$ 2,434.95	\$ 12,620.25	\$ (4,179.75)	\$ 87,700.00	\$ 21,924.99	\$ 302.23	\$ 7,510.19	\$ (14,414.80)	
Total General Expenses	\$ 442,610.00	\$ 110,652.48	\$ 22,897.76	\$ 73,145.12	\$ (37,507.36)	\$ 443,830.00	\$ 110,957.40	\$ 20,679.23	\$ 68,483.55	\$ (42,473.85)	
Total Routine Expenses	\$ 2,602,600.00	\$ 650,649.99	\$ 186,124.41	\$ 531,477.07	\$ (119,172.92)	\$ 3,019,000.00	\$ 754,749.87	\$ 199,916.51	\$ 633,731.73	\$ (121,018.14)	
EXPENSES					\$ -					\$ -	
Extraordinary Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Casualty Losses-non capitalized	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Non Routine Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Operating Expenses	\$ 2,602,600.00	\$ 650,649.99	\$ 186,124.41	\$ 531,477.07	\$ (119,172.92)	\$ 3,019,000.00	\$ 754,749.87	\$ 199,916.51	\$ 633,731.73	\$ (121,018.14)	
GL Disposition of Nonexp. Equip.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Capital Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Prior Yr Adj Affecting Residual Receipts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Prior Year Receipts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Residual Receipts (Profit/Loss)	\$ 5,500.00	\$ 1,375.02	\$ 42,908.60	\$ 144,005.30	\$ 142,630.28	\$ 44,400.00	\$ 11,100.11	\$ 35,640.51	\$ 92,948.77	\$ 81,848.66	

Hunington

Picadilly

WPFC II

	Year Budget	YTD Budget	Current Period	Current Year	Over & Under
<b>INCOME</b>					
3110 Dwelling Rental	\$ 436,200.00	\$ 109,050.00	\$ 36,077.00	\$ 107,813.77	\$ (1,236.23)
Total Rental Income	\$ 436,200.00	\$ 109,050.00	\$ 36,077.00	\$ 107,813.77	\$ (1,236.23)
3400.100 Youth Literacy Grant-Dollar Gen	\$ -	\$ -	\$ -	\$ -	\$ -
3480 Proceeds fr. Insurance Claims	\$ -	\$ -	\$ -	\$ -	\$ -
3610 Interest Income	\$ 2,000.00	\$ 500.01	\$ 87.68	\$ 335.97	\$ (164.04)
3690 Other Income	\$ 8,600.00	\$ 2,150.00	\$ 308.92	\$ 1,985.92	\$ (164.08)
3999 Transfer In	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operating Income	\$ 10,600.00	\$ 2,650.01	\$ 396.60	\$ 2,321.89	\$ (328.12)
Total Income	\$ 446,800.00	\$ 111,700.01	\$ 36,473.60	\$ 110,135.66	\$ (1,564.35)
<b>EXPENSES</b>					
4110 Administrative Salaries	\$ 36,400.00	\$ 9,057.00	\$ 2,829.18	\$ 9,453.04	\$ 396.04
4120 Compensated Absences	\$ -	\$ -	\$ -	\$ -	\$ -
4130 Legal Expense	\$ -	\$ -	\$ -	\$ -	\$ -
4140 Staff Training & Convention	\$ 300.00	\$ 75.00	\$ -	\$ 185.30	\$ 110.30
4150 Travel	\$ -	\$ -	\$ -	\$ -	\$ -
4171 Auditing Fees	\$ 1,500.00	\$ 375.00	\$ -	\$ 124.57	\$ (250.43)
4180 Office Rent	\$ -	\$ -	\$ -	\$ -	\$ -
4190 Sundry	\$ 16,355.00	\$ 5,751.30	\$ 1,079.64	\$ 5,038.91	\$ (712.39)
4195 Property Management Fee	\$ -	\$ -	\$ -	\$ -	\$ -
4196 Mgmt./Bkpg./Adm.Fee	\$ 113,400.00	\$ 28,350.00	\$ 9,380.02	\$ 28,031.58	\$ (318.42)
Total Admin Expense	\$ 167,955.00	\$ 43,608.30	\$ 13,288.84	\$ 42,833.40	\$ (774.90)
4310 Water	\$ 21,000.00	\$ 5,819.00	\$ 1,802.71	\$ 5,530.87	\$ (288.13)
4320 Electricity	\$ 5,000.00	\$ 1,271.00	\$ 408.12	\$ 1,687.12	\$ 416.12
4390 Sewer	\$ 23,000.00	\$ 6,649.00	\$ 1,927.34	\$ 5,967.40	\$ (81.60)
Total Utility Expense	\$ 49,000.00	\$ 13,739.00	\$ 4,138.17	\$ 13,185.39	\$ (553.61)
4410 Maint. & Operation Labor	\$ 46,700.00	\$ 11,619.00	\$ 3,151.52	\$ 9,612.34	\$ (2,006.66)
4420 Material	\$ 14,990.00	\$ 3,747.48	\$ 217.55	\$ 2,747.36	\$ (1,000.12)
4430 Contract Cost	\$ 66,360.00	\$ 15,340.02	\$ 2,310.54	\$ 12,301.67	\$ (3,038.35)
Total Ordinary Maint. & Operation	\$ 128,050.00	\$ 30,706.50	\$ 5,679.61	\$ 24,661.37	\$ (6,045.13)
4480 Contract Cost	\$ 275.00	\$ 68.76	\$ 22.78	\$ 68.34	\$ (0.42)
Total Protective Services	\$ 275.00	\$ 68.76	\$ 22.78	\$ 68.34	\$ (0.42)
4510.010 Workers Compensation	\$ 1,700.00	\$ 425.01	\$ 92.30	\$ 276.90	\$ (148.11)
4510.020 General Liab Insurance	\$ 460.00	\$ 114.99	\$ 41.97	\$ 125.91	\$ 10.92
4510.040 Auto Insurance	\$ 140.00	\$ 35.01	\$ 11.91	\$ 35.73	\$ 0.72
4510.050 Public Officials Insurance	\$ 860.00	\$ 215.01	\$ 77.74	\$ 233.22	\$ 18.21
4510.090 Fire & Extend Coverage	\$ 16,400.00	\$ 4,100.01	\$ 939.73	\$ 2,819.19	\$ (1,280.82)
4540 Employee Benefit Payments	\$ 23,360.00	\$ 5,840.01	\$ 1,847.39	\$ 5,192.77	\$ (647.24)
4570 Collection Losses	\$ -	\$ -	\$ -	\$ -	\$ -
4580 Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ -
Total General Expenses	\$ 42,920.00	\$ 10,730.04	\$ 3,011.04	\$ 8,683.72	\$ (2,046.32)
Total Routine Expenses	\$ 388,200.00	\$ 98,852.60	\$ 26,140.44	\$ 89,432.22	\$ (9,420.38)
<b>EXPENSES</b>					
4191.500 Dollar General Grant-Books	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non-Apartment Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
4610.000 Extraordinary Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
4620.040 Casualty Losses-non capitalized	\$ -	\$ -	\$ -	\$ -	\$ -
5999.000 Transfer Out	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non Routine Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
4800 Depreciation Expense	\$ 69,000.00	\$ 17,250.00	\$ 6,154.55	\$ 18,410.34	\$ 1,160.34
6120 G/L Disposition of Nonexp. Equip.	\$ -	\$ -	\$ -	\$ -	\$ -
Total Capital Expenses	\$ 69,000.00	\$ 17,250.00	\$ 6,154.55	\$ 18,410.34	\$ 1,160.34
6010 Prior Year Adjustment - ARR	\$ -	\$ -	\$ -	\$ -	\$ -
Total Prior Year Receipts	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenses	\$ 457,200.00	\$ 116,102.60	\$ 32,294.99	\$ 107,842.56	\$ (8,260.04)
Residual Receipts (Profit/Loss)	\$ (10,400.00)	\$ (4,402.59)	\$ 4,178.61	\$ 2,293.10	\$ 6,695.69

	Year Budget	YTD Budget	Current Period	Current Year	Over & Under
<b>INCOME</b>					
3110 Dwelling Rental	\$ 59,000.00	\$ 14,750.01	\$ 4,623.30	\$ 14,329.30	\$ (420.71)
Total Rental Income	\$ 59,000.00	\$ 14,750.01	\$ 4,623.30	\$ 14,329.30	\$ (420.71)
3400.100 Youth Literacy Grant-Dollar Gen	\$ -	\$ -	\$ -	\$ -	\$ -
3480 Proceeds fr. Insurance Claims	\$ -	\$ -	\$ -	\$ -	\$ -
3610 Interest Income	\$ 1,800.00	\$ 450.00	\$ 230.36	\$ 650.21	\$ 200.21
3690 Other Income	\$ 2,200.00	\$ 550.01	\$ 808.99	\$ 977.63	\$ 427.62
3999 Transfer In	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operating Income	\$ 4,000.00	\$ 1,000.01	\$ 1,039.35	\$ 1,627.84	\$ 627.83
Total Income	\$ 63,000.00	\$ 15,750.02	\$ 5,662.65	\$ 15,957.14	\$ 207.12
<b>EXPENSES</b>					
4110 Administrative Salaries	\$ 3,900.00	\$ 971.00	\$ 291.77	\$ 1,071.93	\$ 100.93
4120 Compensated Absences	\$ -	\$ -	\$ -	\$ -	\$ -
4130 Legal Expense	\$ -	\$ -	\$ -	\$ -	\$ -
4140 Staff Training & Convention	\$ 80.00	\$ 20.01	\$ -	\$ 2.00	\$ (18.01)
4150 Travel	\$ 30.00	\$ 7.50	\$ -	\$ -	\$ (7.50)
4171 Auditing Fees	\$ 150.00	\$ 37.50	\$ -	\$ 12.32	\$ (25.18)
4180 Office Rent	\$ -	\$ -	\$ -	\$ -	\$ -
4190 Sundry	\$ 2,625.00	\$ 838.72	\$ 333.80	\$ 474.86	\$ (363.86)
4195 Property Management Fee	\$ -	\$ -	\$ -	\$ -	\$ -
4196 Mgmt./Bkpg./Adm.Fee	\$ 6,500.00	\$ 1,625.01	\$ 508.56	\$ 1,576.22	\$ (48.79)
Total Admin Expense	\$ 13,285.00	\$ 3,499.74	\$ 1,134.13	\$ 3,137.33	\$ (362.41)
4310 Water	\$ 1,600.00	\$ 312.00	\$ 196.48	\$ 489.40	\$ 177.40
4320 Electricity	\$ 400.00	\$ 115.00	\$ 112.41	\$ 148.67	\$ 33.67
4390 Sewer	\$ 50.00	\$ 12.51	\$ 23.74	\$ 23.74	\$ 11.23
Total Utility Expense	\$ 2,050.00	\$ 439.51	\$ 332.63	\$ 661.81	\$ 222.30
4410 Labor	\$ 4,900.00	\$ 1,219.00	\$ 321.04	\$ 963.19	\$ (255.81)
4420 Material	\$ 3,095.00	\$ 773.76	\$ 598.06	\$ 606.50	\$ (167.26)
4430 Contract Cost	\$ 13,450.00	\$ 3,362.52	\$ 418.46	\$ 1,270.67	\$ (2,091.85)
Total Ordinary Maint. & Operation	\$ 21,445.00	\$ 5,355.28	\$ 1,337.56	\$ 2,840.36	\$ (2,514.92)
4480 Contract Cost	\$ -	\$ -	\$ -	\$ -	\$ -
Total Protective Services	\$ -	\$ -	\$ -	\$ -	\$ -
4510.010 Workers Compensation	\$ 180.00	\$ 45.00	\$ 9.34	\$ 28.02	\$ (16.98)
4510.020 General Liab Insurance	\$ 40.00	\$ 9.99	\$ 3.76	\$ 11.28	\$ 1.29
4510.040 Auto Insurance	\$ 20.00	\$ 5.01	\$ 1.40	\$ 4.20	\$ (0.81)
4510.050 Public Officials Insurance	\$ 80.00	\$ 20.01	\$ 6.93	\$ 20.79	\$ 0.78
4510.090 Fire & Extend Coverage	\$ 2,500.00	\$ 624.99	\$ 144.11	\$ 432.33	\$ (192.66)
4540.000 Employee Benefit Payments	\$ 2,400.00	\$ 600.00	\$ 158.05	\$ 498.54	\$ (101.46)
4570 Collection Losses	\$ 1,700.00	\$ 425.00	\$ -	\$ -	\$ (425.00)
4580 Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ -
Total General Expenses	\$ 6,920.00	\$ 1,730.00	\$ 323.59	\$ 995.16	\$ (734.84)
Total Routine Expenses	\$ 43,700.00	\$ 11,024.53	\$ 3,127.91	\$ 7,634.66	\$ (3,389.87)
<b>EXPENSES</b>					
4191.500 Dollar General Grant- Books	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non-Apartment Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
4610.000 Extraordinary Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
4620.040 Casualty Losses-non capitalized	\$ -	\$ -	\$ -	\$ -	\$ -
5999.000 Transfer Out	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non Routine Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
4800 Depreciation Expense	\$ 3,500.00	\$ 875.01	\$ 260.66	\$ 782.39	\$ (92.62)
6120 G/L Disposition of Nonexp. Equip.	\$ -	\$ -	\$ -	\$ -	\$ -
Total Capital Expenses	\$ 3,500.00	\$ 875.01	\$ 260.66	\$ 782.39	\$ (92.62)
6010 Prior Year Adjustment - ARR	\$ -	\$ -	\$ -	\$ -	\$ -
Total Prior Year Receipts	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenses	\$ 47,200.00	\$ 11,899.54	\$ 3,388.57	\$ 8,417.05	\$ (3,482.49)
Residual Receipts (Profit/Loss)	\$ 15,800.00	\$ 3,850.48	\$ 2,274.08	\$ 7,540.09	\$ 3,689.61

	Year Budget	YTD Budget	Current Period	Current Year	Over & Under
<b>INCOME</b>					
3110 Dwelling Rental	\$ -	\$ -	\$ -	\$ -	\$ -
Total Rental Income	\$ -	\$ -	\$ -	\$ -	\$ -
3480 Proceeds fr. Insurance Claims	\$ -	\$ -	\$ -	\$ -	\$ -
3610 Interest Income	\$ -	\$ -	\$ 5.34	\$ 15.65	\$ 15.65
3690 Other Income	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operating Income	\$ -	\$ -	\$ 5.34	\$ 15.65	\$ 15.65
3999.000 Transfer In	\$ -	\$ -	\$ -	\$ -	\$ -
Total Income	\$ -	\$ -	\$ 5.34	\$ 15.65	\$ 15.65
<b>EXPENSES</b>					
4110 Administrative Salaries	\$ -	\$ -	\$ -	\$ -	\$ -
4120 Compensated Absences	\$ -	\$ -	\$ -	\$ -	\$ -
4130 Legal Expense	\$ -	\$ -	\$ -	\$ -	\$ -
4140 Staff Training & Convention	\$ -	\$ -	\$ -	\$ -	\$ -
4150 Travel	\$ -	\$ -	\$ -	\$ -	\$ -
4171 Auditing Fees	\$ -	\$ -	\$ -	\$ -	\$ -
4180 Office Rent	\$ -	\$ -	\$ -	\$ -	\$ -
4190 Sundry	\$ -	\$ -	\$ -	\$ -	\$ -
4195 Property Management Fee	\$ -	\$ -	\$ -	\$ -	\$ -
Total Admin Expense	\$ -	\$ -	\$ -	\$ -	\$ -
4310 Water	\$ -	\$ -	\$ -	\$ -	\$ -
4320 Electricity	\$ -	\$ -	\$ -	\$ -	\$ -
4390 Sewer	\$ -	\$ -	\$ -	\$ -	\$ -
Total Utility Expense	\$ -	\$ -	\$ -	\$ -	\$ -
4410 Labor	\$ -	\$ -	\$ -	\$ -	\$ -
4420 Material	\$ -	\$ -	\$ -	\$ -	\$ -
4430 Contract Cost	\$ -	\$ -	\$ -	\$ -	\$ -
Total Ordinary Maint. & Operation	\$ -	\$ -	\$ -	\$ -	\$ -
4480 Contract Cost	\$ -	\$ -	\$ -	\$ -	\$ -
Total Protective Services	\$ -	\$ -	\$ -	\$ -	\$ -
4510.010 Workers Comp. Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
4510.020 General Liab Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
4510.040 Auto Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
4510.050 Public Officials Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
4510.090 Fire & Extend Coverage	\$ -	\$ -	\$ -	\$ -	\$ -
4540 Employee Benefit Payments	\$ -	\$ -	\$ -	\$ -	\$ -
4570 Collection Losses	\$ -	\$ -	\$ -	\$ -	\$ -
4580 Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ -
Total General Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
<b>EXPENSES</b>					
4620.040 Casualty Losses-non capitalized	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non Routine Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
4800 Depreciation Expense	\$ -	\$ -	\$ -	\$ -	\$ -
6110 G/L Disposition of Real Property	\$ -	\$ -	\$ -	\$ -	\$ -
6120 G/L Disposition of Nonexp. Equip.	\$ -	\$ -	\$ -	\$ -	\$ -
6130 Special Items, Net Gain/Loss	\$ -	\$ -	\$ -	\$ -	\$ -
Total Capital Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Prior Year Adjustment - ARR	\$ -	\$ -	\$ -	\$ -	\$ -
Total Prior Year Receipts	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Residual Receipts (Profit/Loss)	\$ -	\$ -	\$ 5.34	\$ 15.65	\$ 15.65

WPFC Income Statement

	Raintree					Cmmaron					Misty				
	Year Budget	YTD Budget	Current Period	Current Year	Over & Under	Year Budget	YTD Budget	Current Period	Current Year	Over & Under	Year Budget	YTD Budget	Current Period	Current Year	Over & Under
INCOME															
3110 Dwelling Rental	\$ 1,206,400.00	\$ 301,599.99	\$ 99,509.37	\$ 296,553.21	\$ (5,046.78)	\$ 640,700.00	\$ 160,175.01	\$ 53,090.55	\$ 159,268.61	\$ (906.40)	\$ 105,600.00	\$ 26,400.00	\$ 8,743.00	\$ 26,073.00	\$ (327.00)
Total Rental Income	\$ 1,206,400.00	\$ 301,599.99	\$ 99,509.37	\$ 296,553.21	\$ (5,046.78)	\$ 640,700.00	\$ 160,175.01	\$ 53,090.55	\$ 159,268.61	\$ (906.40)	\$ 105,600.00	\$ 26,400.00	\$ 8,743.00	\$ 26,073.00	\$ (327.00)
3400 Donations to Scholarship Fd.	\$ 3,000.00	\$ -	\$ 10.78	\$ 31.60	\$ 31.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3480 Proceeds fr. Insurance Claims	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3610 Interest Income	\$ 3,400.00	\$ 849.99	\$ 439.26	\$ 1,232.05	\$ 382.06	\$ 10,600.00	\$ 2,649.99	\$ 712.22	\$ 2,106.10	\$ (543.89)	\$ 2,000.00	\$ 500.01	\$ 147.83	\$ 426.46	\$ (73.55)
3690 Other Income	\$ 32,200.00	\$ 8,050.01	\$ 1,796.78	\$ 9,122.74	\$ 1,072.73	\$ 25,800.00	\$ 6,449.99	\$ 1,660.35	\$ 5,810.29	\$ (639.70)	\$ 3,500.00	\$ 875.01	\$ -	\$ 449.07	\$ (425.94)
3999.000 Transfer In	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operating Income	\$ 38,600.00	\$ 8,900.00	\$ 2,246.62	\$ 10,386.39	\$ 1,486.39	\$ 36,400.00	\$ 9,099.98	\$ 2,372.57	\$ 7,916.39	\$ (1,183.59)	\$ 5,500.00	\$ 1,375.02	\$ 147.83	\$ 875.53	\$ (499.49)
Total Income	\$ 1,245,000.00	\$ 310,499.99	\$ 101,756.19	\$ 306,939.60	\$ (3,560.39)	\$ 677,100.00	\$ 169,274.99	\$ 55,463.12	\$ 167,185.00	\$ (2,089.99)	\$ 111,100.00	\$ 27,775.02	\$ 8,890.83	\$ 26,948.53	\$ (826.49)
EXPENSES															
4110 Administrative Salaries	\$ 95,100.00	\$ 23,660.00	\$ 7,472.23	\$ 26,981.44	\$ 3,321.44	\$ 61,000.00	\$ 15,178.00	\$ 4,727.14	\$ 15,459.54	\$ 281.54	\$ 9,600.00	\$ 2,389.00	\$ 714.00	\$ 2,627.67	\$ 238.67
4120 Compensated Absences	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4130 Legal Expense	\$ -	\$ -	\$ 260.96	\$ 260.96	\$ 260.96	\$ -	\$ -	\$ 167.28	\$ 167.28	\$ 167.28	\$ -	\$ -	\$ 26.76	\$ 26.76	\$ 26.76
4140 Staff Training & Convention	\$ 2,000.00	\$ 500.01	\$ -	\$ 48.00	\$ (452.01)	\$ 500.00	\$ 125.01	\$ -	\$ 310.65	\$ 185.64	\$ 75.00	\$ 18.75	\$ -	\$ 49.05	\$ 30.30
4150 Travel	\$ 750.00	\$ 187.50	\$ -	\$ -	\$ (187.50)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4171 Auditing Fees	\$ 3,900.00	\$ 975.00	\$ -	\$ 317.58	\$ (657.42)	\$ 2,500.00	\$ 624.99	\$ -	\$ 202.60	\$ (422.39)	\$ 340.00	\$ 84.99	\$ -	\$ 27.38	\$ (57.61)
4180 Office Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4190 Sundry	\$ 48,695.00	\$ 11,373.72	\$ 3,412.37	\$ 11,901.46	\$ 127.74	\$ 24,385.00	\$ 7,371.25	\$ 3,602.56	\$ 6,716.16	\$ (655.09)	\$ 3,656.00	\$ 924.00	\$ 286.24	\$ 697.57	\$ (226.47)
4195 Property Management Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4196 Mgmt./Bkpg./Adm.Fee	\$ 313,600.00	\$ 78,399.99	\$ 25,872.44	\$ 77,103.84	\$ (1,296.15)	\$ 166,500.00	\$ 41,625.00	\$ 13,803.54	\$ 41,409.84	\$ (215.16)	\$ 11,000.00	\$ 2,750.01	\$ 961.73	\$ 2,868.03	\$ 118.02
Total Admin Expense	\$ 464,045.00	\$ 115,096.22	\$ 37,018.00	\$ 116,213.28	\$ 1,117.06	\$ 254,885.00	\$ 64,924.25	\$ 22,300.52	\$ 64,266.07	\$ (658.18)	\$ 24,671.00	\$ 6,166.79	\$ 1,988.73	\$ 6,296.46	\$ 129.67
4310 Water	\$ 58,000.00	\$ 12,065.00	\$ 4,740.92	\$ 17,658.96	\$ 5,593.96	\$ 39,000.00	\$ 9,114.00	\$ 2,664.41	\$ 12,257.14	\$ 3,143.14	\$ 5,000.00	\$ 1,140.00	\$ 407.97	\$ 1,225.07	\$ 85.07
4320 Electricity	\$ 13,000.00	\$ 3,347.00	\$ 1,253.42	\$ 3,634.85	\$ 287.85	\$ 9,000.00	\$ 2,221.00	\$ 973.05	\$ 2,663.88	\$ 442.88	\$ 500.00	\$ 128.00	\$ 199.25	\$ 268.07	\$ 140.07
4390 Sewer	\$ 66,000.00	\$ 14,295.00	\$ 6,161.32	\$ 19,442.41	\$ 5,147.41	\$ 23,000.00	\$ 5,062.00	\$ 2,080.63	\$ 7,028.95	\$ 1,966.95	\$ 5,000.00	\$ 1,085.00	\$ 404.08	\$ 1,213.97	\$ 128.97
Total Utility Expense	\$ 137,000.00	\$ 29,707.00	\$ 12,155.66	\$ 40,736.22	\$ 11,029.22	\$ 71,000.00	\$ 16,397.00	\$ 5,718.09	\$ 21,949.95	\$ 5,552.95	\$ 10,500.00	\$ 2,353.00	\$ 1,011.30	\$ 2,707.11	\$ 354.11
4410 Labor	\$ 117,900.00	\$ 29,334.00	\$ 7,704.82	\$ 23,116.07	\$ (6,217.93)	\$ 78,300.00	\$ 19,482.00	\$ 5,283.44	\$ 16,114.83	\$ (3,367.17)	\$ 12,300.00	\$ 3,060.00	\$ 834.24	\$ 2,544.44	\$ (515.56)
4420 Material	\$ 53,150.00	\$ 13,287.51	\$ 3,151.30	\$ 15,559.13	\$ 2,271.62	\$ 21,200.00	\$ 5,300.01	\$ 306.17	\$ 4,372.76	\$ (927.25)	\$ 2,359.00	\$ 589.77	\$ 48.29	\$ 329.67	\$ (260.10)
4430 Contract Cost	\$ 149,200.00	\$ 44,049.99	\$ 29,254.68	\$ 89,580.77	\$ 25,530.78	\$ 74,700.00	\$ 18,675.03	\$ 9,315.75	\$ 21,952.73	\$ 3,277.70	\$ 19,575.00	\$ 4,893.78	\$ 740.29	\$ 3,376.40	\$ (1,517.38)
Total Ordinary Maint. & Operation	\$ 320,250.00	\$ 86,671.50	\$ 40,110.80	\$ 108,255.97	\$ 21,584.47	\$ 174,200.00	\$ 43,457.04	\$ 14,905.36	\$ 42,440.32	\$ (1,016.72)	\$ 34,234.00	\$ 8,543.55	\$ 1,622.82	\$ 6,250.51	\$ (2,293.04)
4480 Contract Cost	\$ 350.00	\$ 87.51	\$ 33.50	\$ 100.50	\$ 12.99	\$ 500.00	\$ 125.01	\$ 38.19	\$ 114.57	\$ (10.44)	\$ 75.00	\$ 18.75	\$ 6.03	\$ 18.09	\$ (0.66)
Total Protective Services	\$ 350.00	\$ 87.51	\$ 33.50	\$ 100.50	\$ 12.99	\$ 500.00	\$ 125.01	\$ 38.19	\$ 114.57	\$ (10.44)	\$ 75.00	\$ 18.75	\$ 6.03	\$ 18.09	\$ (0.66)
4510.010 Workers Compensation	\$ 4,400.00	\$ 1,100.01	\$ 244.11	\$ 732.33	\$ (367.68)	\$ 2,000.00	\$ 500.01	\$ 154.67	\$ 464.01	\$ (36.00)	\$ 400.00	\$ 99.99	\$ 22.74	\$ 68.22	\$ (31.77)
4510.020 General Liab Insurance	\$ 1,200.00	\$ 300.00	\$ 105.26	\$ 315.78	\$ 15.78	\$ 680.00	\$ 170.01	\$ 58.22	\$ 174.66	\$ 4.65	\$ 60.00	\$ 15.00	\$ 5.73	\$ 17.19	\$ 2.19
4510.040 Auto Insurance	\$ 550.00	\$ 137.49	\$ 46.42	\$ 139.26	\$ 1.77	\$ 370.00	\$ 92.49	\$ 31.54	\$ 94.62	\$ 2.13	\$ 40.00	\$ 9.99	\$ 3.15	\$ 9.45	\$ (0.54)
4510.050 Public Officials Insurance	\$ 2,200.00	\$ 549.99	\$ 194.69	\$ 584.67	\$ 34.68	\$ 1,200.00	\$ 300.00	\$ 107.80	\$ 323.40	\$ 23.40	\$ 120.00	\$ 30.00	\$ 10.60	\$ 31.80	\$ 1.80
4510.070 Crime / Dishonesty	\$ 65.00	\$ 16.26	\$ 5.38	\$ 16.14	\$ (0.12)	\$ 65.00	\$ 16.26	\$ 5.38	\$ 16.14	\$ (0.12)	\$ -	\$ -	\$ -	\$ -	\$ -
4510.090 Fire & Extend Coverage	\$ 73,200.00	\$ 18,300.00	\$ 4,190.43	\$ 12,571.29	\$ (5,728.71)	\$ 39,000.00	\$ 9,750.00	\$ 2,235.63	\$ 6,706.89	\$ (3,043.11)	\$ 4,100.00	\$ 1,025.01	\$ 236.77	\$ 710.31	\$ (314.70)
4540 Employee Benefit Payments	\$ 58,300.00	\$ 14,575.02	\$ 3,828.97	\$ 12,063.26	\$ (2,511.76)	\$ 39,500.00	\$ 9,875.01	\$ 3,095.99	\$ 8,677.57	\$ (1,197.44)	\$ 6,200.00	\$ 1,549.98	\$ 486.36	\$ 1,384.12	\$ (165.88)
4570 Collection Losses	\$ 1,740.00	\$ 435.00	\$ 163.76	\$ 163.76	\$ (271.24)	\$ 2,000.00	\$ 500.00	\$ -	\$ -	\$ (500.00)	\$ -	\$ -	\$ -	\$ -	\$ -
4580 Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total General Expenses	\$ 141,655.00	\$ 35,413.77	\$ 8,779.22	\$ 26,586.49	\$ (8,827.28)	\$ 84,815.00	\$ 21,203.78	\$ 5,689.23	\$ 16,457.29	\$ (4,746.49)	\$ 10,920.00	\$ 2,729.97	\$ 765.35	\$ 2,221.09	\$ (508.88)
Total Routine Expenses	\$ 1,063,300.00	\$ 266,976.00	\$ 98,097.18	\$ 291,892.46	\$ 24,916.46	\$ 585,400.00	\$ 146,107.08	\$ 48,651.39	\$ 145,228.20	\$ (878.88)	\$ 80,400.00	\$ 19,812.06	\$ 5,394.23	\$ 17,493.26	\$ (2,318.80)
EXPENSES															
4191.100 Employee Committee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4191.200 Non-Apartment Meetings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 1,250.01	\$ 2,318.62	\$ 3,469.31	\$ 2,219.30	\$ -	\$ -	\$ -	\$ -	\$ -
4191.300 Non-Apartment Public Relations	\$ 5,000.00	\$ 1,250.01	\$ 85.00	\$ 2,085.00	\$ 834.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non-Apartment Expenses	\$ 5,000.00	\$ 1,250.01	\$ 85.00	\$ 2,085.00	\$ 834.99	\$ 5,000.00	\$ 1,250.01	\$ 2,318.62	\$ 3,469.31	\$ 2,219.30	\$ -	\$ -	\$ -	\$ -	\$ -
4610.000 Extraordinary Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4620.040 Casualty Losses-non capitalized	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4700 Scholarships Awarded	\$ 3,000.00	\$ 750.00	\$ -	\$ -	\$ (750.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5999.000 Transfer Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non Routine Expenses	\$ 3,000.00	\$ 750.00	\$ -	\$ -	\$ (750.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4800 Depreciation Expense	\$ 172,000.00	\$ 42,999.99	\$ 15,194.64	\$ 45,645.10	\$ 2,645.11	\$ 86,000.00	\$ 21,500.01	\$ 7,522.72	\$ 22,501.44	\$ 1,001.43	\$ 30,000.00	\$ 7,500.00	\$ 2,678.10	\$ 8,004.40	\$ 504.40
6110 G/L Disposition of Real Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6120 G/L Disposition of Nonexp. Equip.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Capital Expenses	\$ 172,000.00	\$ 42,999.99	\$ 15,194.64	\$ 45,645.10	\$ 2,645.11	\$ 86,000.00	\$ 21,500.01	\$ 7,522.72	\$ 22,501.44	\$ 1,001.43	\$ 30,000.00	\$ 7,500.00	\$ 2,678.10	\$ 8,004.40	\$ 504.40
6010 Prior Year Adjustment - ARR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Prior Year Receipts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenses	\$ 1,243,300.00	\$ 311,976.00	\$ 113,376.62	\$ 339,622.56	\$ 27,646.56	\$ 676,400.00	\$ 168,857.10	\$ 58,492.73	\$ 171,198.95	\$ 2,341.85	\$ 110,400.00	\$ 27,312.06	\$ 8,072.33	\$ 25,497.66	\$ (1,814.40)
Residual Receipts (Profit/Loss)	\$ 1,700.00	\$ (1,476.01)	\$ (11,620.63)	\$ (32,682.96)	\$ (31,206.95)	\$ 700.00	\$ 417.89	\$ (3,029.61)	\$ (4,013.95)	\$ (4,341.84)	\$ 700.00	\$ 462.96	\$ 818.50	\$ 1,450.87	\$ 987.91



Section 8 HAP

Mainstream HAP

Emergency HV HAP

	Current Period	YTD Budget
INCOME		
3610.000 Interest on HAP Reserve	\$ -	\$ -
3610.030 Interest on VASH Reserve	\$ -	\$ -
3690.000 Oth.Inc.-Fraud Recov.-HAP Resr.	\$ 272.00	\$ 891.50
3690.020 Other Income FSS Forfeitures	\$ -	\$ -
3690.080 Oth Inc fr Adm for Overleasing	\$ -	\$ -
8026.000 Contributions Earned- HAP	\$ 1,763,177.00	\$ 5,614,729.00
8026.240 Contr. Earned HAP - Katrina	\$ -	\$ -
8026.245 DVP Contributions Earned	\$ -	\$ -
8026.400 Contrib Earned HAP Liberty-RAD	\$ -	\$ -
8026.450 Contrib Earned HAP ST-RAD	\$ -	\$ -
8026.455 Contrib Earned HAP-ST Demolition	\$ -	\$ -
8026.456 Contib.S8HAP-Grandview Demo/Dis	\$ -	\$ -
8026.457 Contib. Earned S8 Foster Youth	\$ -	\$ -
8026.500 Contrib.-Vet.Affs.Supp.Hous.	\$ -	\$ -
8026.800 Contributions Earned- Mainstrea	\$ -	\$ -
<b>TOTAL HAP INCOME</b>	<b>\$ 1,763,449.00</b>	<b>\$ 5,615,620.50</b>
EXPENSES		
4715.010 HAP Occupied Units	\$ 1,420,979.00	\$ 4,168,381.00
4715.020 HAP Parkside Occ. Units	\$ 20,177.00	\$ 59,559.00
4715.030 HAP Damages	\$ -	\$ -
4715.040 HAP Tanglewood Occ. Units	\$ 311.00	\$ 922.00
4715.070 HAP Portability - In	\$ -	\$ -
4715.090 HAP - Portability - Out	\$ 104,457.19	\$ 272,231.35
4715.100 HAP Parkside-Portability-Out	\$ 2,390.00	\$ 7,170.00
4715.230 HAP Homeownership	\$ 5,863.00	\$ 18,521.00
4715.240 HAP Katrina	\$ -	\$ -
4715.245 HAP Disaster Vchr. Prog.	\$ -	\$ -
4715.400 HAP Liberty-RAD	\$ 28,974.00	\$ 87,689.00
4715.450 HAP ST-RAD	\$ 72,870.88	\$ 228,261.88
4715.451 HAP Grandview-RAD	\$ 10,921.00	\$ 32,081.00
4715.455 HAP ST Demolition/Disposition	\$ 79,165.00	\$ 180,234.00
4715.500 HAP Vet.Affs.Support.Hous.	\$ 33,188.00	\$ 99,928.00
4715.501 HAP - VASH - Portability - Out	\$ -	\$ -
4715.701 HAP FY Occupied Units	\$ 2,060.00	\$ 6,180.00
4715.800 HAP Mainstream	\$ -	\$ -
4715.801 HAP Mainstream Port-Out	\$ -	\$ -
4715.910 HAP Hill Co. Occ. Units	\$ 99,947.00	\$ 301,066.00
4715.911 HAP Hillsboro Housing	\$ -	\$ -
4715.925 HAP Somervell Co.	\$ 8,767.00	\$ 26,894.00
4715.926 HAP Somervell Co. Port Out	\$ -	\$ -
4715.990 HAP Hill Co. Portability	\$ 18,321.00	\$ 55,309.00
4715.991 HAP Hillsboro Housing Port-Out	\$ -	\$ -
4716.000 UAP Occupied Units	\$ 20,171.00	\$ 61,791.00
4716.100 UAP Parkside Occ. Units	\$ 72.00	\$ 176.00
4716.130 UAP Tanglewood Occ. Units	\$ -	\$ -
4716.230 UAP Homeownership	\$ -	\$ -
4716.240 UAP Katrina	\$ -	\$ -
4716.245 UAP Disaster Vchr. Prog.	\$ -	\$ -
4716.400 UAP Liberty-RAD	\$ 871.00	\$ 2,384.00
4716.450 UAP ST RAD	\$ 183.00	\$ 219.00
4716.451 UAP Grandview RAD	\$ 68.00	\$ 210.00
4716.455 UAP-ST Demolition/Disposition	\$ 444.00	\$ 1,312.00
4716.500 UAP Vet.Affairs Support Hous.	\$ 194.00	\$ 638.00
4716.701 UAP FY Occupied Units	\$ 6.00	\$ 18.00
4716.800 UAP Mainstream	\$ -	\$ -
4716.910 UAP Hill Co. Occ. Units	\$ 1,516.00	\$ 4,240.00
4716.911 UAP Hillsboro Housing	\$ -	\$ -
4716.925 UAP Somervell Co.	\$ 59.00	\$ 207.00
4717.000 UAP - Portability - Out	\$ 2,628.31	\$ 8,270.31
4717.100 UAP - Portability - In	\$ -	\$ -
<b>TOTAL HAP/UAP EXPENSE</b>	<b>\$ 1,934,603.38</b>	<b>\$ 5,623,892.54</b>
RESIDUAL RECEIPTS (Profit/Loss)	\$ (171,154.38)	\$ (8,272.04)

	Current Period	YTD Budget
INCOME		
8026.800 Contr. Earned- Mainstream	\$ 39,804.00	\$ 119,212.00
<b>TOTAL HAP INCOME</b>	<b>\$ 39,804.00</b>	<b>\$ 119,212.00</b>
EXPENSES		
4715.090 HAP Mainstream Port-Out	\$ 1,090.00	\$ 3,270.00
4715.800 HAP Mainstream	\$ 40,350.00	\$ 121,933.00
4716.800 UAP Mainstream	\$ 173.00	\$ 523.00
4716.801 UAP Mainstream Port-Out	\$ -	\$ -
<b>TOTAL HAP/UAP EXPENSE</b>	<b>\$ 41,613.00</b>	<b>\$ 125,726.00</b>
RESIDUAL RECEIPTS (Profit/Loss)	\$ (1,809.00)	\$ (6,514.00)

	Current Period	YTD Budget
INCOME		
8026.462 Contr. Earned S8- EHV HAP	\$ 16,631.00	\$ 74,352.00
<b>TOTAL HAP INCOME</b>	<b>\$ 16,631.00</b>	<b>\$ 74,352.00</b>
EXPENSES		
4715.090 HAP EHV Port-Out	\$ 1,981.00	\$ 5,943.00
4715.900 HAP EHV	\$ 21,589.00	\$ 67,418.00
4716.900 UAP EHV	\$ 292.00	\$ 701.00
4716.901 UAP EHV Port-Out	\$ 94.00	\$ 282.00
<b>TOTAL HAP/UAP EXPENSE</b>	<b>\$ 23,956.00</b>	<b>\$ 74,344.00</b>
RESIDUAL RECEIPTS (Profit/Loss)	\$ (7,325.00)	\$ 8.00

Section 8 Admin

Mainstream Admin

	Year Budget	YTD Budget	Current Period	Current Year	Over & Under
<b>INCOME</b>					
3410 Section 8 Admin Fees	\$ 2,086,350.00	\$ 521,587.50	\$ 169,943.00	\$ 492,205.00	\$ (29,382.50)
3480 Proceeds fr. Insurance Claims	\$ -	\$ -	\$ -	\$ 1,848.65	\$ 1,848.65
3610 Interest on on Admin Reserve	\$ 16,150.00	\$ 4,037.49	\$ 1,556.74	\$ 5,024.87	\$ 987.38
3610.130 Interest Income	\$ -	\$ -	\$ -	\$ -	\$ -
3690 Other Income	\$ 10,000.00	\$ 2,499.99	\$ 272.00	\$ 926.50	\$ (1,573.49)
Total Admin Income	\$ 2,112,500.00	\$ 528,124.98	\$ 171,771.74	\$ 500,005.02	\$ (28,119.96)
<b>EXPENSES</b>					
4110 Administrative Salaries	\$ 902,400.00	\$ 225,600.00	\$ 54,798.44	\$ 174,842.96	\$ (50,757.04)
4120 Compensated Absences	\$ -	\$ -	\$ -	\$ -	\$ -
4130 Legal Expense	\$ 1,500.00	\$ 375.00	\$ -	\$ 4,495.00	\$ 4,120.00
4140 Staff Training	\$ 15,000.00	\$ 3,750.00	\$ -	\$ -	\$ (3,750.00)
4150 Travel Convention & Meetings	\$ 2,000.00	\$ 500.01	\$ 1,140.56	\$ 2,679.15	\$ 2,179.14
4171 Auditing Fees	\$ 8,075.00	\$ 2,018.76	\$ -	\$ 658.09	\$ (1,360.67)
4190 Sundry	\$ 165,415.00	\$ 41,353.74	\$ 19,443.59	\$ 62,814.13	\$ 21,460.39
4196 Management Fee	\$ 417,200.00	\$ 104,300.01	\$ 33,988.60	\$ 98,441.00	\$ (5,859.01)
4220 Tenant Services Recreation	\$ -	\$ -	\$ -	\$ -	\$ -
4250 Reichenbach Program Assistance	\$ -	\$ -	\$ -	\$ -	\$ -
4260 FSS Donations Expense	\$ -	\$ -	\$ -	\$ -	\$ -
Total Admin Expense	\$ 1,511,590.00	\$ 377,897.52	\$ 109,371.19	\$ 343,930.33	\$ (33,967.19)
4310 Water	\$ 2,130.00	\$ 532.50	\$ 168.54	\$ 505.47	\$ (27.03)
4320 Electricity	\$ 15,330.00	\$ 3,832.50	\$ 693.23	\$ 3,437.89	\$ (394.61)
4330 Gas	\$ 3,160.00	\$ 789.99	\$ 580.39	\$ 1,461.13	\$ 671.14
4390 Sewer	\$ 940.00	\$ 234.99	\$ 101.38	\$ 303.73	\$ 68.74
Total Utility Expense	\$ 21,560.00	\$ 5,389.98	\$ 1,543.54	\$ 5,708.22	\$ 318.24
4420 Material	\$ 5,400.00	\$ 1,349.97	\$ 367.25	\$ 899.62	\$ (450.35)
4430 Contract Cost	\$ 25,435.00	\$ 6,358.71	\$ 1,492.24	\$ 5,121.67	\$ (1,237.04)
Total Ordinary Maint. & Operation	\$ 30,835.00	\$ 7,708.68	\$ 1,859.49	\$ 6,021.29	\$ (1,687.39)
					\$ -
4510.010 Workers Compensation	\$ 3,400.00	\$ 849.99	\$ 362.42	\$ 724.84	\$ (125.15)
4510.020 General Liability Insurance	\$ 30.00	\$ 7.50	\$ 5.06	\$ 10.12	\$ 2.62
4510.040 Auto Insurance	\$ 2,110.00	\$ 527.49	\$ 351.16	\$ 702.32	\$ 174.83
4510.050 Public Officials Liability -E&O	\$ 50.00	\$ 12.51	\$ 9.48	\$ 18.96	\$ 6.45
4510.070 Crime / Dishonesty	\$ 65.00	\$ 16.26	\$ 10.76	\$ 21.52	\$ 5.26
4510.090 Fire & Extend Coverage	\$ 415.00	\$ 103.74	\$ 47.28	\$ 94.56	\$ (9.18)
4540 Employee Benefit Payments	\$ 243,545.00	\$ 60,886.29	\$ 14,659.27	\$ 40,305.71	\$ (20,580.58)
4560 Postage Mach Lease Amortization	\$ 600.00	\$ 150.00	\$ 147.06	\$ 147.06	\$ (2.94)
4585.020 Interest on Lease Payable	\$ 100.00	\$ 25.00	\$ 22.55	\$ 22.55	\$ (2.45)
4590 Admin Fee	\$ 31,500.00	\$ 7,875.00	\$ 3,532.98	\$ 10,133.02	\$ 2,258.02
Total General Expenses	\$ 281,815.00	\$ 70,453.78	\$ 19,148.02	\$ 52,180.66	\$ (18,273.12)
Total Routine Expenses	\$ 1,845,800.00	\$ 461,449.96	\$ 131,922.24	\$ 407,840.50	\$ (53,609.46)
<b>EXPENSES</b>					
4620.040 Casualty Losses-non capitalized	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non Routine Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
4800 Depreciation Expense	\$ -	\$ -	\$ -	\$ -	\$ -
6120 G/L Disposition of Nonexp. Equip.	\$ -	\$ -	\$ -	\$ -	\$ -
Total Capital Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
6010 Prior Year Adjustment - ARR	\$ -	\$ -	\$ -	\$ -	\$ -
Total Prior Year Receipts	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Residual Receipts (Profit/Loss)	\$ 266,700.00	\$ 66,675.02	\$ 39,849.50	\$ 92,164.52	\$ 25,489.50

	Year Budget	YTD Budget	Current Period	Current Year	Over & Under
<b>INCOME</b>					
3410 Mainstream Admin Fees	\$ 60,900.00	\$ 15,225.00	\$ 5,473.23	\$ 15,452.86	\$ 227.86
3610 Interest on on Admin Reserve	\$ 800.00	\$ 200.01	\$ -	\$ -	\$ (200.01)
3690.070 Misc. Other Income	\$ -	\$ -	\$ -	\$ -	\$ -
Total Admin Income	\$ 61,700.00	\$ 15,425.01	\$ 5,473.23	\$ 15,452.86	\$ 27.85
<b>EXPENSES</b>					
4110 Administrative Salaries	\$ 11,800.00	\$ 2,949.99	\$ 792.00	\$ 1,817.30	\$ (1,132.69)
4171.000 Audit Fees	\$ 225.00	\$ 56.25	\$ -	\$ 18.22	\$ (38.03)
4196 Admin Fees	\$ 12,200.00	\$ 3,050.01	\$ 1,066.00	\$ 3,009.40	\$ (40.61)
4189/4190 Sundry	\$ 1,470.00	\$ 367.47	\$ 117.49	\$ 267.69	\$ (99.78)
Total Admin Expenses	\$ 25,695.00	\$ 6,423.72	\$ 1,975.49	\$ 5,112.61	\$ (1,311.11)
4510.010 Workers Comp Insurance	\$ 50.00	\$ 12.51	\$ -	\$ -	\$ (12.51)
4540 Employee Benefit Payments	\$ 3,905.00	\$ 976.23	\$ 56.84	\$ 130.07	\$ (846.16)
4590 Admin Fee	\$ 1,050.00	\$ 262.50	\$ 99.76	\$ 299.28	\$ 36.78
4431 Building Repair Contract	\$ -	\$ -	\$ -	\$ -	\$ -
4430 Clean/Desinf Contr. Svcs	\$ -	\$ -	\$ -	\$ -	\$ -
Total General Expenses	\$ 5,005.00	\$ 1,251.24	\$ 156.60	\$ 429.35	\$ (821.89)
Total Expenses	\$ 30,700.00	\$ 7,674.96	\$ 2,132.09	\$ 5,541.96	\$ (2,133.00)
					\$ -
Residual Receipts (Profit/Loss)	\$ 31,000.00	\$ 7,750.05	\$ 3,341.14	\$ 9,910.90	\$ 2,160.85

**WACO HOUSING AUTHORITY  
RESOLUTION NO. 3882**

A RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE WACO HOUSING AUTHORITY AND ITS AFFILIATES TO TAKE SUCH ACTION NECESSARY OR CONVENIENT TO FACILITATE THE PREPERATION AND SUBMISSION OF A SECTION 18 DISPOSITION APPLICATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVEMENT (“HUD”), AND THE EXECUTION AND DELIVERY OF DOCUMENTS AND INSTRUMENTS NECESSARY TO CARRY OUT THE APPROVAL RELATING TO THE APPLICATION.

**RECITALS**

WHEREAS, The Housing Authority of the City of Waco, Texas (the “Authority”) operates a public housing portfolio of 346 public housing units and will be converting Estella Maxey Apartments (the “Property”), a 362-unit property, from the Section 9 public housing program to the Section 8 program utilizing project-based vouchers;

WHEREAS, The land on which the Property sits is encumbered by certain Declarations of Trust (“DOTs”) and will be redeveloped in three (3) phases. The first phase of redevelopment involves the demolition of 24 units and the disposition of 90 units (for a total of 114 units) and will result in a redeveloped senior community with 79 Section 8 subsidized units (“Phase 1”).

WHEREAS, Phase 1 improvements will be disposed of under Section 18 of the U.S. Housing Act of 1937 (the “Act”) at below fair market value to a tax credit limited partnership. Disposition at below fair market value requires that the new development be subject to a Use Agreement requiring the continued use of such units as rental property to serve low-income households for a term of 30 years, with such Use Agreement to be a recorded covenant running with the land and binding on successors and assigns of the Authority;

WHEREAS, The Authority has consulted with the residents of Estella Maxey Apartments as well as the Mayor of the City of Waco regarding the conversion of the Property; and

WHEREAS, The Authority has completed a Section 18 application for the disposition of 90 units and demolition of 24 units at Estella Maxey Apartments and the resolution below includes approval of the Board of Commissioners to submit the application for demolition/disposition to the Special Application Center (the “SAC”) of the U.S. Department of Housing and Urban Development (“HUD”).

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

RESOLVED: That the Authority be authorized to convert Phase 1 of the Property currently owned by the Authority and held in trust for the benefit of HUD under declarations of Trust as public housing property from the Public Housing program under Section 18 of the Act (the “Conversion”), and to transfer ownership of the Property to Melody Grove Development 1, LP, a Texas Limited Partnership (the “Purchaser”), for below fair market value, with the Property to continue to be used as low-income rental housing with project based rental assistance under Section 8 of the Act, and subject to a restrictive use agreement that obligates Purchaser and its successors and assigns to continue to operate the Property as low-income rental housing for a period of not less than 30 years, with such use agreement to run with the land and to be recorded prior to any mortgages encumbering the Property.

RESOLVED: That the Authority be authorized to complete and submit one application under Section 18 of the Act to the SAC as necessary to receive authorization from HUD to complete the Conversion from Public Housing and to effectuate the transfer of ownership of the Property to Purchaser and to take such actions as may be necessary or required in connection with said application, including but not limited to entering into a Use Agreement covering the Property and such other actions as may be necessary or required by HUD to complete the Conversion, including entering into one or more Housing Assistance Payments Contracts with HUD or the Authority, providing for project-based rental assistance for the Property.

RESOLVED: That the Authority be authorized to enter into certain Option to Purchase Agreement (the “Option”) to sell or transfer the Property to Purchaser as approved by HUD, and to take such actions required under the Option to effectuate the sale or transfer of the Property at below fair market value to Purchaser, in connection with the Conversion, subject to the Use Agreement requiring the continued use of the Property as low-income rental housing for a period of not less than 30 years.

RESOLVED: That Milet Hopping, in her capacity as Chief Executive Officer of the Authority be authorized to execute such documents and to take such actions as may be necessary to effectuate the foregoing resolutions, on behalf of the Authority.

Passed this 8th day of February 2024.

The Chair declared the motion carried and the Resolution finally adopted.

---

Chair

---

By: Milet Hopping  
Secretary of the Board  
Housing Authority of the City of Waco, Texas

## *Estella Maxey Redevelopment*

### *Reader's Guide to the Section 18 Demolition/Disposition Application*

*1/29/24*

There are two ways to release the DOT from a public housing property to allow conversion from public housing funding to Section 8 funding. One is through a RAD conversion, and one is through a Section 18 application to HUD. Section 18 simply refers to Section 18 of the National Housing Act. A Section 18 conversion is more favorable than a RAD conversion because the Section 8 rent levels are higher. This will allow WHA to leverage more debt to complete the construction scope.

To qualify for Section 18, a property must meet certain criteria, unlike RAD, which has no qualifying requirements. For Estella Maxey, we have a physical needs assessment that says the property is obsolete in physical condition. Obsolescence is one of the justification criteria that allows a PHA to pursue Section 18 Demolition/Disposition approval for a particular property and secure higher rents.

WHA and the Development Team will be submitting a Section 18 Demo/Dispo Application to HUD for Phase 1 of Estella Maxey in February. Outlined below is a brief explanation of the components for the Section 18 Demo/Dispo Application that will be presented to the Board of Directors for review and approval.

Items in [blue](#) are attachments to the application.

#### [HUD Forms 52860 and 52860-a](#)

- a. These HUD forms provide an overall description of the redevelopment and reflect most, but not all, of the items required to be uploaded in the PIH Information Center ("PIC") for HUD review and approval.
  - b. Information highlighted in yellow is forthcoming.
  - c. Prior to uploading the completed Section 18 applications in PIC, WHA will read Section 9 and certify by signature on behalf of the Board that all the statements in Section 9 are true and correct.
1. Sections 1 and 2 of the Application do not require review.
  3. Section 3 of the Application
    - a. [3.1: The Board Resolution](#) states that the Board has reviewed the S18 application and approves moving forward with submitting it to HUD. The resolution will be approved and signed at the February Board meeting.
    - b. [3.3: The Environmental Review](#) was completed only for Phase 1 of the EM Redevelopment. There are lots of elements that make up an Environmental Review, but the document that HUD requires as part of the S18 application is the HUD Form 7015.16, HUD Approval to Release Grant Funds, which will be available in March.
    - c. [3.5: Local Government Consultation](#). HUD requires that WHA work collaboratively with the City of Waco on the redevelopment and upload a letter of support signed by the mayor.

- d. [3.0: The 2023 PHA Plan](#) includes information related to the S18 applications for Estella Maxey Redevelopment. We will also upload evidence that the San Antonio HUD Field Office approved the Plan.
4. Section 4 of the Application
- a. [4.0: UFAS Units](#): Estella Maxey Apartments does not currently have any dwelling units that comply with the Uniform Federal Accessibility Standards (UFAS) but will comply with all requirements post-conversion.
5. Section 5 of the Application.
- a. [5.3: Total Acreage](#) being removed.
    - i. Estella Maxey sits on 38.81 acres of land that will be divided into three (3) parcels as part of the redevelopment.
      - 1. Phase 1 rental units will be built on 13.17 acres.
      - 2. Phase 2 rental units will be built on TBD acres.
      - 3. Phase 3 rental units will be built on TBD acres.
    - ii. While Estella Maxey is in the public housing program, all 38.81 acres remain encumbered by a Declaration of Trust(s) (DOT) that restricts the use of the land by HUD. The DOT is a recorded document.
    - iii. As each phase is redeveloped, WHA, as part of the S18 Demo/Dispo process and construction closing, will request that HUD release only the DOT restrictions that encumber the associated acreage.
    - iv. The DOT will be replaced with a new 30-year HUD Use Restriction that requires WHA/new owner keep the rental units affordable to people at or below 80% of the area median income.
  - b. [5.5 Site Maps](#)
    - i. The site maps included in the S18 application include:
      - 1. Estella Maxey Apartments as it exists today.
        - a. 75 building residential buildings
        - b. 1 non-dwelling building
        - c. Green shaded area is Phase 1.
      - 2. The Phase 1 Demolition Plan
      - 3. The Phase 1 New Site Plan
  - c. [5.6 Legal Descriptions](#). New legal descriptions will be written for the re-parceled lots and submitted with the S18 applications. Included in the application is an ALTA survey that includes metes and bounds descriptions.
  - d. [5.0 Justification](#). Requesting Section 18 Demo/Dispo approval requires “justification”. In the context of Estella Maxey, WHA commissioned a Physical Needs Study (PNA) that concluded that Estella Maxey is physically obsolete and therefore qualifies for Section 18 demo/dispo. [The PNA](#) is included with the application.
  - e. [5.7 Sale Justification](#). The application must demonstrate whether WHA is selling (disposing of) Estella Maxey at Fair Market Value (FMV) based on an appraised value or selling Estella Maxey at below Fair Market Value.
    - i. Phases 1 will be sold to a tax credit partnership for below FMV. The value was determined by an [appraisal](#) included in the application.
  - f. [5.10 Calculation of Net Proceeds](#). If WHA realizes proceeds from the disposition (sale) of Estella Maxey, it must be reported to HUD in the application.

- i. WHA will dispose of 13.17 acres of land to Melody Grove Development 1, LP via a negotiated ground lease below Fair Market Value in connection with the redevelopment of Estella Maxey Phase 1.
    - ii. WHA will dispose of the leasehold improvements to Melody Grove Development 1, LP in exchange for a Seller Note. This constitutes a negotiated sale below Fair Market Value.
  - g. 5.7 Certificate of Good Standing. Each Phase of the Redevelopment will be owned by a newly formed tax credit entity for which HUD requests a Certificate of Good Standing.
    - i. Phase 1 will be owned by Melody Grove Development 1, LP.
  - h. 5.0 Commensurate Public Benefit. When a PHA sells their public housing for below FMV, HUD requires that the PHA demonstrate that the future use of the property will provide some form of public benefit.
    - i. Phases 1 will provide affordable rental housing for people at or below 80% of AMI which meets the requirements of providing commensurate public benefit.
  - i. 5.0 Use Agreement. If a PHA sells their property below FMV, HUD requires that the new owner execute a Use Agreement for at least 30 years that ensures the property remains affordable to families at or below 80% of AMI.
  - j. 5.8 Form of Valuation. WHA must submit evidence of the value of the parcel of land and the buildings for each Phase.
    - i. For Phase 1 we included an [appraisal](#) with the application.
  - k. 5.12 Cost of Demolition. The cost of demolition is listed in the application. Demolition will be paid for with insurance proceeds WHA received.
  - l. 5.13 Timetable and Relocation. WHA must provide an estimate of when residents in each phase will be relocated in relation to the HUD approval date. The time is measured in days. Most residents have already been relocated, so once we receive HUD approval, the transaction will immediately move to closing.
- 6. Section 6 of the Application.
  - a. 6.1 Number of Occupied Units. A [Rent Roll](#) must be included in the applications.
  - b. 6.2 Number of Residents being Displaced. HUD wants to make sure that the WHA is complying with Fair Housing Laws. This section provides a [list of residents that are being “displaced” from the public housing program and a summary by race, ethnicity, and disability.](#)
  - c. 6.3, 6.4, 6.8 Relocation Resources. Custom Restoration Services is the Relocation Consultant and will provide relocation counseling to the residents. The Relocation Budget is also included.
  - d. 6.0 Tenant Protection Voucher (TPV) Request. As a result of receiving HUD approval to dispose of Estella Maxey’s 114 residential units, HUD will provide Tenant Protection Voucher funding to WHA for any units occupied within the 24 months at the time of approval. Because some units have been vacant for longer than 24 months, WHA will apply for 102 TPVs instead of 114. WHA will take the funding and project-base it back on the units. This will provide Section 8 subsidy for all families that choose to return to or remain living at Estella Maxey once construction is completed.
- 7. Section 7 of the Application.
  - a. 7.1, 7.2, 7.3, 7.4 Resident Consultation. HUD requires that the S18 application be developed in consultation with the residents. The resident meetings must be documented by uploading [meeting notices, agendas, Q&A and sign in sheets.](#)



8. Section 8 of the Application.

- a. 8.1 and 8.2 Offer of Sale to Residents. If a PHA is selling its public housing property for Fair Market Value, it is required to provide resident entities the opportunity to purchase the property prior to selling it to a different entity.
  - i. HUD allows a PHA who is selling their property below FMV to exercise and exception to the Offer of Sale to Residents. WHA is exercising the exception by developing housing to benefit low-income families.

*The information collection requirements contained in this document have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2577-0075. There is no personal information contained in this application. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when disclosure is not required. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.*

This general information is required to request HUD approval to remove public housing property (residential or non-residential) from public housing requirements, including use restrictions imposed under the Annual Contributions Contract (ACC) and the Declaration of Trust (DOT)/Declaration of Restrictive Covenants (DoRC). PHAs may request such HUD approval under the following laws: demolition and disposition (Section 18 of the 1937 Act and 24 CFR part 970); voluntary conversion (Section 22 of the 1937 Act and 24 CFR part 972); required conversion (Section 33 of the 1937 Act and 24 CFR part 972); homeownership (Section 33 of the 1937 Act and 24 CFR part 906); retentions under 2 CFR 200.311 (PIH Notice 2016-20 or subsequent notice); and eminent domain (PIH Notice 2012-8, or subsequent notice).

**Note:** This form requests general information only and PHAs are required to submit an additional addendum for the specific type of proposed removal. This form in addition to the applicable addendum are collectively known as the SAC application since these applications are processed by HUD’s Special Applications Center (SAC). HUD will use this information to review PHA requests, as well as to track removals for other record keeping requirements. Responses to this collection of information are statutory and regulatory to obtain a benefit. The information requested does not lend itself to confidentiality. PHAs are required to submit this information electronically to HUD through the Inventory Removals Submodule of the Inventory Management System/PIH Information Center (IMS/PIC) system (or a later electronic system prescribed by HUD). IMS/PIC will assign each SAC application a “DDA” number.

This form does not apply to proposed removals (conversions) under HUD’s Rental Assistance Demonstration (RAD) program; and the instructions for RAD application submissions via IMS/PIC is provided and governed by a separate OMB-approved HUD form.

<b>Section 1: General Information</b>	
<b>1. Date of Application:</b>	
<b>2. Name of Public Housing Agency (PHA):</b>	
<b>3. PHA Identification Number:</b>	
<b>4. PHA Address:</b>	
<b>5. Contact Person Name at PHA:</b>	
<b>6. Contact Person Phone No.:</b>	
<b>7. Contact Person Email:</b>	
<b>8. Is the PHA operating under any remedial order, compliance agreement, final judgment, consent decree, settlement agreement or other court order or agreement, including but not limited to those related to a fair housing or other civil rights finding of noncompliance? <i>If yes, attach a narrative description of explaining how the proposed removal is consistent with such order, agreement or other document</i></b>	<input type="checkbox"/> Yes  <input type="checkbox"/> No
<b>9. Name of Local HUD Field Office</b>	
<b>10. Name of Expeditor at Local HUD Field Office who assisted PHA with application</b>	

<b>Section 2: N/A</b>
-----------------------

<b>Section 3: PHA Plan, Board Resolution, Environmental Review and Local Government Consultation</b>	
<b>1. PHA Plan:</b> Year of PHA Plan that includes the removal action and approval date:	Year:      Approval Date: <b>8/22/2023</b>

*Attach evidence that the removal action is included in the approved PHA Plan and approval date*

**2. Board Resolution** that approves the removal action; and PHA's submission of removal application to HUD:

Board Resolution Number:                      Board Resolution Date **02/08/2024**

*Attach a copy of signed PHA Board Resolution*

<b>3. Environmental Review:</b> Check the box for the entity that conducted the Environmental Review (ER):	<input type="checkbox"/> HUD under 24 CFR part 50 <input type="checkbox"/> Responsible Entity (RE) under 24 CFR part 58 Name of RE: <b>City of Waco, DHCD</b> Date ER was conducted: <b>2024</b>
<i>Attach a copy of HUD's approval of the Environmental Review (i.e. HUD-7015.16). See instructions.</i>	
<b>4. Local Government Consultation:</b> The PHA covers the following jurisdiction(s):	
<b>5. Date(s) of letter(s) of support from (local) government officials:</b>	
<i>Attach copies of all letters of support from local government officials, along with a narrative description of the PHA's consultation (if applicable)</i>	

**Section 4: Description of Existing Development**

<b>1. Name of Development:</b>				
<b>2. Development Number:</b>				
<b>3. Date of Full Availability (DOFA):</b>				
<b>4. Number of Residential Buildings:</b>				
<b>5. Number of Non-Residential Buildings:</b>				
<b>6. Date Constructed:</b>				
<b>7. Is the Development Scattered Site?</b>				<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>8. Number of Buildings (single family, duplexes, 3-plexes, 4-plexes, other):</b>				
<b>9. Number of Types of Structures (row houses, walk-up units, high-rise unit):</b>				
<b>10. Total Acres in Development:</b>				
<b>11. Existing Unit Distribution</b>	<b>General Occupancy</b>	<b>Elderly/Disabled Designated Units</b>	<b>Total Units Being Used for Non-Dwelling Purposes</b>	<b>Total Units in Development</b>
0 – Bedroom				
1 – Bedroom				
2 – Bedrooms				
3 – Bedrooms				
4 - + Bedrooms				
Total				

*Attach a description of the distribution of UFAS accessible units (bedroom size; unit type, e.g., mobility or sensory)*

**Section 5: Description of Proposed Removal**

<b>1. Type of Removal Action(s)</b> (e.g., Demolition, Disposition, Disposition to allow for Public Housing Mixed-Finance Modernization, Demolition and Disposition, DeMinimis Exception under Demolition, Voluntary Conversion, Required Conversion, Homeownership, Eminent Domain, Retention under 2 CFR part 200)						
<b>2. Proposed Action by Unit Type (e.g. bedroom size)</b>						
<b>Existing Unit Distribution</b>	<b>General Occupancy</b>	<b>Elderly/Disabled Designated Units</b>	<b>UFAS Mobility Units</b>	<b>UFAS Sensory Units</b>	<b>Total Units Being Used for Non-Dwelling Purposes</b>	<b>Total Units in Development</b>
0 – Bedroom						
1 – Bedroom						
2 – Bedrooms						
3 – Bedrooms						
4 - + Bedrooms						
Total						

<b>3. Proposed Action by Building Type</b>	Buildings to be Demolished Only	Buildings to be Disposed of Only
Residential Buildings		
Non-Residential Buildings		
Total Buildings		

*If the removal action is for only a portion of property at a contiguous site, attach a site map*

**4. Total Acreage Proposed for Removal (if applicable)**

- (a) Attach a description of the land (e.g. survey, copy of the legal description)
- (b) Attach a copy of the recorded Declaration of Trust (DOT)/Deed of Restrictive Covenant (DoRC)
- (c) If the removal action is for only a portion of property at a contiguous site, attach a site map.

**5. Estimated Value of the Proposed Property** \$

(a) Was an independent appraisal conducted to determine the estimated Fair Market Value?  Yes  No

(b) If yes, date of appraisal and name of appraiser: Date: **02/08/2023** Name: **Novogradac**

(c) If not, describe other form of valuation used:

*Attach an executive summary of the appraisal or other form of valuation*

**6. Timetable**

Activity	Estimated Number of Days After HUD Approval:
(a)Begin Relocation of Residents: N/A <input type="checkbox"/> -if vacant or for non-dwelling building	
(b)Complete Relocation of Residents: N/A <input type="checkbox"/> -if vacant or for non-dwelling building	
(c) Execute Contract for Removal	
(d) Removal of the property	

**Section 6: Relocation**

**1.** Number of Units Proposed for Removal that are Occupied as of the Submission Date of this SAC application:  
(Note: These numbers are not editable and automatically populated when application is submitted)

**2.** Number of individual residents that the PHA estimates will be displaced by this removal action:

*Attach a summary of the number of individual residents estimated to be displaced by race and national origin and a summary of households estimated to be displaced by who have a member who is a person with a disability*

**3.** Who will provide relocation counseling and advisory services to residents? **Custom Restoration Services, LLC**  
 PHA staff  
 Another Entity contracted by the PHA Describe: **Custom Restoration Services, LLC**

*Attach a description of the relocation counseling and advisory services that the will be provided to residents who will be displaced by this action*

**4.** What is the estimated costs of relocation and moving expenses (including advisory services)? \$

**5.** What is the anticipated source of funds for relocation and moving expenses (including advisory services)?  
 Capital Funds  Operating Funds  
 Funding Source Year:  
 Non-1937 Act Funds (describe: **Loan proceeds**)

**6.** What comparable housing resources does the PHA expect to offer to displaced residents?  
 Public Housing. If checked, number: **47**  
 Section 8 HCV (existing resources. If checked, number:  
 Section 8 HCV (new award of TPVs) (see question #7). If checked, number:  
 PBV Unit. If checked, number:  
 Other (attach description). If checked, number:

*Attach a summary of the comparable housing resources that the PHA expects to offer to be displaced residents.*

<p>7. Tenant Protection Vouchers (TPVs): If the PHA is eligible to receive TPVs in connection with the proposed removal action, how many TPVs is the PHA requesting?</p>	<p><input type="checkbox"/> Yes - Replacement TPVs. If checked, number:</p> <p><input type="checkbox"/> Yes - Relocation TPVs. If checked, number:</p> <p><input type="checkbox"/> No TPVs will be requested</p>
<p><i>Attach a brief explanation supporting the TPV request. See PIH Notice 2017-10 and PIH Notice 2018-04 (or any successor notices). If the PHA is a public housing only-PHA, the PHA must partner with a PHA that administers an HCV program.</i></p>	

<p><b>Section 7: Resident Consultation</b></p>	
<p>1. Will any residents be displaced or otherwise affected by the proposed removal action? If yes, date(s) PHA consulted with residents?</p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No Date(s):    <b>01/17/2024</b></p>
<p><i>Attach a narrative description of consultation process, along with supporting documentation (e.g., agenda, meeting notices; sign-in sheets; meeting minutes, print-out of written or email consultation)</i></p>	
<p>2. Is there a Resident Council (at affected development)? If yes, name of Resident Council and dates PHA consulted it:</p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No Name: _____ Date(s): _____ <input type="checkbox"/> N/A to removal action</p>
<p><i>Attach a narrative description of consultation process, along with supporting documentation e.g. meeting notices; sign-in sheets; meeting minutes, print-out of written or email consultation)</i></p>	
<p>3. Is there a Resident Council (PHA-wide jurisdiction)? If yes, name of Resident Council and dates PHA consulted it:</p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No Name: _____ Date(s): _____ <input type="checkbox"/> N/A to removal action</p>
<p><i>Attach a narrative description of consultation process, along with supporting documentation e.g. meeting notices; sign-in sheets; meeting minutes, print-out of written or email consultation)</i></p>	
<p>4. Date(s) PHA consulted with the Resident Advisory Board (RAB) (as defined in 24 CFR 903.13)</p>	<p>Name of RAB:    <b>EM RAB</b> Date(s) <b>01/17/2024</b>: <input type="checkbox"/> N/A to removal action</p>
<p><i>Attach a narrative description of consultation process, along with supporting documentation e.g. meeting notices; sign-in sheets; meeting minutes, print-out of written or email consultation)</i></p>	
<p>5. Did the PHA receive any written comments from residents or resident groups/organizations during the consultation process?</p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p>
<p><i>If yes, attach comments received, along with an evaluation by the PHA</i></p>	

**Section 8: N/A**

<p><b>Section 9: PHA Certification of Compliance</b></p>	
<p><i>Acting on behalf of the Board of Commissioners of the PHA, as its Chairman, Executive Director, or other authorized PHA official, I approve the submission of this SAC Application known as DDA # _____ for removing public housing property from public housing use restriction, of which this document is a part, and make the following certifications, agreements with, and assurances to the Department of Housing and Urban Development (HUD) in connection with the submission of this SAC application and the implementation thereof:</i></p>	
<p>1. All information contained in this SAC application (including all supporting documentation, attachments and required form HUD-52860 addendums) is true and correct as of today's date.</p>	
<p>2. Resident demographic data in the IMS/PIC system is updated and current as of the date of the submission of this SAC application.</p>	
<p>3. The PHA will comply with all applicable fair housing and other civil rights requirements, including but not limited to HUD's general non-discrimination and equal opportunity requirements listed at 24 CFR 5.105(a), as well as the duty to affirmatively further fair housing (AFFH) related to this SAC application. AFFH includes ensuring that the proposed inventory removal development is not in conflict with fair housing goals and strategies in my agency's PHA or MTW Plan, and is consistent with my agency's obligation to AFFH, certification and supporting activities. The PHA conducted the submission requirements of this SAC application (including removal justification; resident consultation, etc.) in conformity with Title</p>	

VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act of 1990, state or local accessibility requirements, and other applicable civil rights laws. If HUD approves this SAC application, the PHA will carry out and implement this removal action (including relocation, if applicable), in conformity with all applicable civil rights requirements. The requirements for AFFH can be found at 24 CFR §§ 5.150-5.152, 5.154, 5.156, 5.158, 5.160, 5.162, 5.164, 5.166, 5.168, and 5.169-5.180.

4. The removal action proposed in this SAC application does not violate any remedial civil rights order or agreements, conciliation agreements, voluntary compliance agreements, final judgments, consent decrees, settlement agreements or other court orders or agreements to which the PHA is a party. If the PHA is operating under such a document, it must indicate this by uploading a document to the SAC application that provides a citation to the document and explains how the proposed demolition or disposition is consistent with such document.
5. If the PHA is a non-qualified PHA under the Housing and Economic Recovery Act of 2008 (HERA), it has complied with the PHA Plan requirements regarding the proposed removal action at 24 CFR part 903 and the applicable statutory removal authority. For instance, if the removal action is a demolition or disposition, the PHA must describe the demolition or disposition in its PHA Plan or in a Significant Amendment to that PHA Plan and that description must be substantially identical to the description in the SAC application. If the PHA is a qualified PHA, the PHA certifies that it has discussed the removal action at a public hearing.
6. The PHA has conducted all applicable resident consultation and will conduct all relocation activities associated with this SAC application in a manner that is effective for persons with hearing, visual, and other communication-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 (24 CFR 8.6) and with 49 CFR 24.5, and as applicable, the Americans with Disabilities Act of 1990. The PHA will take reasonable steps to ensure meaningful access to their programs and activities for persons who have limited ability to read, speak, or understand English – i.e., individuals who have limited English proficiency (LEP).
7. The PHA will comply with all applicable Federal statutory and regulatory requirements and other HUD requirements, including applicable PIH Notices, in carrying out the implementation this SAC application, as approved by HUD. The PHA specifically certifies that the property proposed for removal in this SAC application is in compliance with Declaration of Trust (DOT) or Declaration of Restrictive Covenants (DoRC) requirements.
8. The PHA will comply with the terms and conditions of any HUD approval that HUD may issue for this SAC application, including requirements applicable to future use, record-keeping and reporting; and will specifically retain records of the SAC application and its implementing actions of HUD’s approval of this SAC application for a period of not less than 3 years following the last required action of HUD’s approval. The PHA further certifies that it will make such records available for inspection by HUD, the General Accountability Office and the HUD Office of Inspector General. If the PHA wants to make any material changes from what it described in its SAC application and/or HUD’s approval of the SAC application, it will request HUD approval for such changes, in accordance with applicable HUD guidance.
9. The PHA will not take any action to remove or otherwise operate the property proposed for removal outside of public housing requirements until it receives written approval of this SAC application from HUD.
10. If any units proposed for removal by this SAC application are subject to an Energy Performance Contracting (EPC), the PHA agrees to comply with additional instructions provided by HUD regarding the EPC and will not take any steps to implement this SAC application (if approved by HUD), without receiving confirmation from HUD that all applicable EPC requirements are satisfied.
11. If any units proposed for removal by this SAC application are subject to a Capital Fund Financing Plan (CFFP) or other Section 30 debt, the PHA agrees to comply with additional instructions provided by HUD regarding the CFFP or other Section 30 and will not take any steps to implement this application (if approved by HUD), without receiving confirmation from HUD that all applicable CFFP or other Section 30 requirements are satisfied.
12. If the PHA is in the process of removing all of its public housing units from its ACC low-rent inventory through this or other SAC applications and/or other pending removal actions, including the Rental Assistance Demonstration (RAD) program, the PHA agrees to comply with additional instructions provided by HUD regarding the close-out of its public housing portfolio.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	
Official Title:	
Signature:	
Date:	

**Form HUD-52860 Instructions**

The information collection requirements contained in this document have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2577-0075. There is no personal information contained in this application. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when disclosure is not required. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

<b>Section 1. Demolition</b>	
1. Does the removal action include the demolition of all or a portion of a development (AMP) or other public housing property?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes: <input type="checkbox"/> All units at a development site <input type="checkbox"/> A portion of units at a development site <input type="checkbox"/> Non-dwelling property at a development site <input type="checkbox"/> Non-dwelling property not at a development site (e.g. central PHA administrative building)
<i>If yes, complete questions 2-6 of this section. If no, move on to section 2.</i>	
2. What is the estimated demolition cost?	\$
3. What is the anticipated source of funds for the demolition cost?	<input type="checkbox"/> Capital Funds <input type="checkbox"/> CDBG <input type="checkbox"/> Operating Funds <input type="checkbox"/> Fiscal Year: _____ <input type="checkbox"/> Non-Public Housing Funds (describe: <span style="float: right;">Loan Proceeds</span> )
4. What is the justification for the demolition?	<input type="checkbox"/> Obsolete - Physical Condition <input type="checkbox"/> Obsolete - Location <input type="checkbox"/> Obsolete - Other Factors <input type="checkbox"/> De Minimis Demolition (the lesser of 5 units or 5 percent of the total public housing units in any 5-year period)
<i>Attach a narrative statement describing the justification for demolition, along with other supporting documentation, in accordance with 24 CFR part 970 and PIH Notice 2018-04 (or any successor notice). If the demolition is for a portion of a development, the narrative statement must specifically address how the demolition will help to ensure the viability of the remaining portion of the development.</i>	
5. Cost-test:	The PHA must certify and present supporting evidence that no reasonable program of modifications is cost-effective to return the public housing development (or portion thereof) to useful life.
<i>Attach a completed HUD-52860-B, narrative statement, and other supporting documentation as described in the instructions</i>	



<b>Section 2. Disposition</b>	
1. What is the justification for the disposition?	<input type="checkbox"/> Conditions in Surrounding Area: 24 CFR 970.17(a) <input type="checkbox"/> Health and/or Safety <input type="checkbox"/> Infeasible Operation <input type="checkbox"/> More Efficient/Effective Low-Income Housing: 24 CFR 970.17(b) <input type="checkbox"/> Best Interests of PHA and Residents & Consistent with PHA Plan & 1937 Act: 970.17(c) <input type="checkbox"/> The Non-Dwelling Structure or Land Exceeds the Needs of the Development (after Date of Full Availability "DOFA") <input type="checkbox"/> The Disposition of the Non-Dwelling Property is Incidental to, or does not Interfere with, the Continued Operation of the Remainder of the Development
<i>Attach a narrative statement describing the justification for disposition, along with other supporting documentation, in accordance with 24 CFR part 970 and PIH Notice 2018-04(or any successor notice).</i> <i>If disposition is based on physical obsolescence under the demolition criteria, complete Section 1 (Demolition) of this form.</i>	
2. Method of Disposition	a. <input type="checkbox"/> Public Bid FMV Sale b. <input type="checkbox"/> Negotiated Sale at FMV c. <input type="checkbox"/> Negotiated Lease or other Transfer at FMV d. <input type="checkbox"/> Negotiated Sale or other Transfer at FMV e. <input type="checkbox"/> Negotiated Sale at below FMV f. <input type="checkbox"/> Negotiated Lease or other Transfer at below FMV g. <input type="checkbox"/> Land-Swap
<i>Attach a description of the method of disposition (e.g. sale or ground lease terms; below FMV disposition).</i> <i>If the disposition is proposed via negotiation, attach a Certificate of Good Standing (under applicable State law) of the proposed acquiring entity, or other evidence that the entity is recognized under State law.</i>	
3. Is the proposed acquiring entity the PHA's instrumentality as defined by 24 CFR 905.604(b)(3)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Commensurate Public Benefit: If the method of disposition is at or below FMV, the PHA must demonstrate a commensurate public benefit	
<i>Attach a narrative description of commensurate public benefit in accordance with 24 CFR 970.19 and PIH Notice 2018-04 (or any successor notice).</i>	

<b>Section 3. Proceeds</b>			
1. Will the PHA realize proceeds from this disposition?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
2. If PHA answered yes to question #1, indicate the estimated amount of gross and net proceeds	<table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;">Gross \$</td> <td style="width:50%; border: none;">Net \$</td> </tr> </table>	Gross \$	Net \$
Gross \$	Net \$		
3. Is the PHA requesting to use gross proceeds for relocation costs?	<input type="checkbox"/> Yes \$ (estimated amount) <input type="checkbox"/> No		
4. Is the PHA requesting to use gross proceeds for reasonable costs of disposition?	<input type="checkbox"/> Yes \$ (estimated amount) <input type="checkbox"/> No		
<i>If yes, attach a brief narrative, budget, or other supporting documentation describing the reasonable costs</i>			
5. If the PHA will realize net proceeds from this disposition, how does the PHA propose to use the proceeds?	<input type="checkbox"/> Public Housing Capital Fund (CFP) Uses <input type="checkbox"/> Loan for development of Public Housing Units <input type="checkbox"/> Section 8 PBV Unit Development <input type="checkbox"/> Loan for development of PBV units <input type="checkbox"/> Supportive Services for Residents <input type="checkbox"/> Costs of Converting Public Housing Units to Project-Based Section 8 under the Rental Assistance Demonstration (RAD) Program <input type="checkbox"/> Section 8 HCV Shortfalls <input type="checkbox"/> Operation of Section 8 program <input type="checkbox"/> Operation of Public Housing program <input type="checkbox"/> Modernization of Section 8 Units <input type="checkbox"/> Loan for modernization of PBV Units <input type="checkbox"/> Other Statutorily Eligible Uses: (describe) <input type="checkbox"/> To Be Determined (TBD) (PHA must request approval from HUD when it determines a proposed use)		
<i>Attach a brief narrative, budget, or other supporting documentation describing the proposed use of proceeds.</i> <i>If loan is checked, include the loan term, interest rate, and type (i.e. permanent, bridge, construction).</i>			

**Section 4. Offer of Sale to Resident Organization (Disposition Only)**

1. If this action is for a disposition, is the PHA exercising any of the exceptions to the offer of sale requirements?

- Yes     No  
 970.9(b)(3)(i): local government requests to acquire vacant land less than 2 acres in order to build or expand public services  
 970.9(b)(3)(ii): PHA seeks disposition to develop a facility to benefit low-income families  
 970.9(b)(3)(iii): the units have been legally vacated (HOPE VI, 24 CFR part 971 or 972)  
 970.9(b)(3)(iv): the units are distressed units subject to Section 33 required conversion  
 970.9(b)(3)(v): property proposed for disposition is non-dwelling  
 Other: PHA requests that HUD consider another exception to 970.9(b)(1)

*If exercising an exception, attach a narrative statement or documentation supporting the exception in accordance with 970.9(b)(4). If not exercising an exception, complete questions #2-6 of this Section 4.*

2. Name(s) of all established eligible organizations as defined by 24 CFR 970.11 (e.g. resident organizations, eligible resident management corporations as defined in 24 CFR part 964, and nonprofit organization acting on behalf of residents at a development.

*Attach a narrative explanation of how the PHA determined the entities identified*

3. Date(s) the PHA sent an initial written notification to each established eligible organization in accordance with 24 CFR 970.11

*Attach a copy of the initial written notification to each established eligible organization*

4. Did the PHA receive a written expression of interest in accordance with 24 CFR 970.11 by an established eligible organization?

Yes     No

*If yes, attach a copy of the expression of interest by any eligible established organization*

5. Did the PHA receive a proposal to purchase from an established eligible organization within 60-days of receiving the established eligible organization's expression of interest?

Yes     No

*If yes, attach a copy of the proposal to purchase from an established eligible organization*

6. Did the PHA accept the proposal to purchase?

Yes     No  
 N/A (PHA did not receive a proposal to purchase)

*Attach a narrative explanation of why the PHA accepted or rejected the proposal to purchase*

**Section 5. PHA Certification**

**For SAC applications submitted under 24 CFR part 970:**

- 1) If this SAC application includes a demolition action, I certify that the proposed development (units or other property) meets the obsolescence criteria of 24 CFR 970.15 as specifically described in this SAC application. I further certify that such obsolescence makes any units proposed for demolition unsuitable for housing purposes and that no reasonable program of modification is cost-effective to return the development to its useful life;
- 2) If this SAC application includes a demolition for only a portion of the buildings/units at a development on a contiguous site, the PHA certifies that the partial demolition will help to ensure the viability of the remaining portion of the development;
- 3) If this SAC application includes a disposition action for public housing units, the PHA is justified in disposing of the development or other public housing property in accordance with the specific criteria of 24 CFR 970.17, as specifically described in this SAC application;
- 4) The PHA will comply with all applicable relocation requirements of 24 CFR 970.21; and
- 5) The PHA will use gross and net proceeds it receives from the disposition in accordance with the requirements of 24 CFR 970.19 and the HUD approval.

**For De Minimis Demolitions:**

- 1) The units proposed for demolition meet the criteria of Section 18 because they are beyond repair or the space occupied by the units will be used for meeting the service or other needs of public housing residents; and
- 2) The units proposed for demolition do not exceed the statutory maximums of five percent of my PHA's total housing stock, or five dwelling units, whichever is less, in any 5-year period.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	
Title	
Signature	
Date	

---

**SECTION 18 DEMOLITION/DISPOSITION APPLICATION**

**WACO HOUSING AUTHORITY – TX010**

**ESTELLA MAXEY – TX010000001**

**MELODY GROVE PHASE 1**

---

**Section 3.1: Board Resolution**

Attached is a copy of the WHA Board Resolution No. 122123-5L dated February 8, 2024, approving the Section 18 Demolition/Disposition application submission for 114 units at Estella Maxey Apartments also known as Phases 1 of the Melody Grove Redevelopment.

**BOARD RESOLUTION FORTHCOMING**

---

**SECTION 18 DEMOLITION/DISPOSITION APPLICATION**

**WACO HOUSING AUTHORITY – TX010**

**ESTELLA MAXEY – TX010000001**

**MELODY GROVE PHASE 1**

---

**Section 3.3 HOOK Environmental Review**

A Part 58 Environmental Review was completed by Jacob LaRow, Assistant Director, Housing & Community Development, City of Waco, as the Responsible Entity for Phase 1 of the Melody Grove Redevelopment. The HUD 7015.16, Authority to Release Grant Funds, is attached.

**HUD 7015.16 FORTHCOMING**

---

**SECTION 18 DEMOLITION/DISPOSITION APPLICATION**

**WACO HOUSING AUTHORITY – TX010**

**ESTELLA MAXEY – TX010000001**

**MELODY GROVE PHASE 1**

---

**Section 3.5 Local Government Consultation**

Housing Solutions Alliance and National Development of America, collectively known as the Integrand Development Team, was designated by the Waco Housing Authority as developer for the Estella Maxey redevelopment project following a competitive selection process.

Over the past 6 months the Integrand Development Team and the WHA have held several meetings to update the community about the Estella Maxey redevelopment, answer questions, and solicit input. There have been multiple meetings with Estelle Maxey residents, as well as meetings with the City Administration.

The proposed demo/disposition was included in the 2023 WHA Annual Plan and was submitted to City Officials for review and the City Manager, Bradly Ford, certified that the PHA Plan, including the Section 18 Demolition and Disposition of Estella Maxey Apartments, is consistent with the City of Waco’s Consolidated Plan.

Attached is a letter of support from Mayor Dillon Meek dated January 3, 2024.



THE CITY OF WACO  
OFFICE OF THE MAYOR

DILLON MEEK  
MAYOR

January 3, 2024

Milet Hopping, Executive Director  
Waco Housing Authority  
4400 Cobbs Drive  
Waco, TX 76703

Dear Ms. Hopping,

The City of Waco fully support Waco Housing Authority's ("WHA") plan to submit Section 18 Demolition/Disposition application to the U.S. Department of Housing and Urban Development Special Application Center for the property known as Melody Grove Apartments (formerly known as Estella Maxey Apartments). The City of Waco has been in discussion with WHA about the redevelopment of Melody Grove and the requirement under Section 8 to transfer ownership to a new entity.

In Phase 1 of the redevelopment of Melody Grove, WHA will rehab 79 of 114 existing units targeted to seniors. The redevelopment also includes the construction of improved traffic flow and a new community center oriented for senior residents. We understand that WHA will work to relocate tenants from the phase 1 relocation into the Phase 2 and 3 redevelopments to minimize relocation and expecting to relocate any tenants offsite.

WHA's hope to gain approval from HUD for disposition supports of the City of Waco's revitalization goal of rejuvenating properties within the communities where the affordable housing located and providing new affordable housing to the citizens of Waco. Such approval would support critical public/private partnerships among the City of Waco, WHA and private investors that will strengthen financing for the development.

The City feels that this disposition would be in the best interest of the City and WHA and fully supports the disposition.

Sincerely,

A handwritten signature in cursive script that reads 'Dillon Meek'.

Dillon Meek  
Mayor  
City of Waco

---

**SECTION 18 DEMOLITION/DISPOSITION APPLICATION**

**WACO HOUSING AUTHORITY – TX010**

**ESTELLA MAXEY– TX010000001**

**MELODY GROVE PHASE 1**

---

**Section 3.0 HOOK - PHA Plan and Approval**

WHA submitted its 2023 Annual Plan Form HUD 50075-ST and attachments to the San Antonio Field Office in June 2023. The Plan includes information relevant to the Section 18 Demolition and Disposition of Estella Maxey Apartments. The Plan was approved via an email sent by Greg Krause of the San Antonio Field Office on August 22, 2023. The 2023 Annual Plan and approval are attached.



**Annual PHA Plan**  
*(Standard PHAs and Troubled PHAs)*

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

OMB No. 2577-0226  
Expires: 03/31/2024

**Purpose.** The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

**Applicability.** The Form HUD-50075-ST is to be completed annually by **STANDARD PHAs or TROUBLED PHAs**. PHAs that meet the definition of a High Performer PHA, Small PHA, HCV-Only PHA or Qualified PHA do not need to submit this form.

**Definitions.**

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A.	PHA Information.																																
A.1	<p> <b>PHA Name:</b> _____ Waco Housing Authority &amp; Affiliates _____ <b>PHA Code:</b> _____ TX010 _____  <b>PHA Type:</b> <input checked="" type="checkbox"/> Standard PHA <input type="checkbox"/> Troubled PHA  <b>PHA Plan for Fiscal Year Beginning:</b> (MM/YYYY): _10/2023 _____  <b>PHA Inventory</b> (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)  <b>Number of Public Housing (PH) Units</b> _____ 652 _____ <b>Number of Housing Choice Vouchers (HCVs)</b> _____ 2890 _____ <b>Total Combined Units/Vouchers</b> _____  <b>PHA Plan Submission Type:</b> <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission                 </p> <p> <b>Availability of Information.</b> PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.                 </p> <p>                     The WHA PHA Plan was made readily available to the public and was posted on our website, at our main office, and at each of our development sites.                 </p> <p> <input type="checkbox"/> <b>PHA Consortia:</b> (Check box if submitting a Joint PHA Plan and complete table below)                 </p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th rowspan="2" style="width: 25%;">Participating PHAs</th> <th rowspan="2" style="width: 10%;">PHA Code</th> <th rowspan="2" style="width: 25%;">Program(s) in the Consortia</th> <th rowspan="2" style="width: 20%;">Program(s) not in the Consortia</th> <th colspan="2" style="width: 20%;">No. of Units in Each Program</th> </tr> <tr> <th style="width: 10%;">PH</th> <th style="width: 10%;">HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:																							
Participating PHAs	PHA Code					Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program																									
		PH	HCV																														
Lead PHA:																																	

B.	Plan Elements
B.1	<p><b>Revision of Existing PHA Plan Elements.</b></p> <p>(a) Have the following PHA Plan elements been revised by the PHA?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Financial Resources.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Operation and Management.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Grievance Procedures.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Community Service and Self-Sufficiency Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Safety and Crime Prevention.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Pet Policy.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Asset Management.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification</p> <p>(b) If the PHA answered yes for any element, describe the revisions for each revised element(s):</p> <p>(c) The PHA must submit its Deconcentration Policy for Field Office review.</p>
B.2	<p><b>New Activities.</b></p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Hope VI or Choice Neighborhoods.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Mixed Finance Modernization or Development.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Demolition and/or Disposition.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Designated Housing for Elderly and/or Disabled Families.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Conversion of Public Housing to Tenant-Based Assistance.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Occupancy by Over-Income Families.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Occupancy by Police Officers.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Non-Smoking Policies.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Project-Based Vouchers.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Units with Approved Vacancies for Modernization.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).</p> <p>(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan.</p> <p>Rental Assistance Demonstration (RAD) Rental Assistance Demonstration (RAD) The Waco Housing Authority is amending its (annual and/or 5-year) PHA Plan because it was a successful applicant in the Rental Assistance Demonstration (RAD). Significant amendments and substantial deviations/modifications to the Plan are defined as any additional changes that would affect this Agency's mission, goals, objectives, and policies as stated in the Plan. As a result, The Waco Housing Authority will be converting to (Project Based Vouchers or Project Based Rental Assistance) under the guidelines of H 2019-xx/PIH 2019-xx, REV-4 and any successor Notices. Upon conversion to (Project Based Vouchers or Project Based Rental Assistance) the Authority will adopt the resident rights, participation, waiting list and grievance procedures listed in (For conversions to PBV: Section 1.6 of H 2019-xx/PIH 2019-xx, REV-4; and H- Page 3 of 7 form HUD-50075-ST (12/2014) 2016-17/PIH-2016- 17; For conversions to PBRA: Section 1.7 of H 2019-xx/PIH 2019-xx, REV-4; and H-2016- 17/PIH-2016-17). Waco Housing Authority plans to initially convert 250 unit at South Terrace, with a RAD (PBV) Section 18 blend, currently proposed at 188 + 62 Section 18. Residents housed in a RAD converted unit for no less than one full year will have the opportunity to request a Housing Choice Voucher (HCV). RAD was</p>

designed by HUD to assist in addressing the capital needs of public housing by providing Waco Housing Authority and Affiliates with access to private sources of capital to repair and preserve its affordable housing assets. Please be aware that upon conversion, the Authority's Capital Fund Budget will be reduced by the pro rata share of Public Housing Developments converted as part of the Demonstration, and that Waco Housing Authority and Affiliates may also borrow funds to address their capital needs. Waco Housing Authority and Affiliates will also be contributing Operating and Capital Funds towards the conversion. Waco Housing Authority & Affiliates for South Terrace Apartments at 100 Kennedy Circle, Waco, Texas 76706, is included to the Annual Plan 68 One Bedrooms, 94 Two Bedrooms, 64 Three Bedrooms, and 24 Four Bedrooms. WHA may pursue disposition of 62 units under Section 18, as permitted in HUD Notice H-2019-09/PIH-2019-23, Rental Assistance Demonstration REV-4-Final implementation and PIH 2018-04, Demolition and/or disposition of public housing property, eligibility for tenant protection vouchers and associated requirements.

Waco Housing Authority will continue to preserve affordable housing in Waco by also converting our public housing properties Estella Maxey (384) and Kate Ross (288 units). A major goal of WHA is to use its resources in a manner that improves the quality of housing for the current and future residents of City of Waco Housing Authority properties., while promoting economy of operations and efficiency. For this reason, WHA will be submitting Disposition and Demolition applications for the following properties pursuant to Section 18 of the US Housing Act of 1937, as amended regulation 24 CFR 970 in the plan Fiscal year.

1. Disposition- Kate Ross (18 units). WHA will submit a Disposition application under the Section 18 program, to sell for Fair Market Value (FMV) in a negotiated sell the two scattered site properties. WHA will have a local Real Estate Brokerage advertise the properties for sale at market value. The proceeds from the sale of these properties are integral to the preservation and creation of affordable housing units of existing public housing developments converting through RAD and Section 18 Blends, as well as the purchase of vacant land to build new affordable housing and or mixed income properties or to purchase existing underperforming assets to be rehabilitated for the purposes of affordable of mixed income developments.

2. Demolition and Disposition- Estella Maxey- (364)WHA is preparing feasibility for the Estella Maxey property to determine the viable HUD conversion tool for the property. Estella Maxey currently has a RAD CHAP for re-development. The current plan is to convert the property through a RAD and Section 18 Construction Blend, which may include the demolition of some or all the units and to newly construct a multi-family development. In the event the cost qualifies for Section 18 Obsolescence, WHA will submit an application to SAC under the guidelines of Section 18 Obsolescence, which will include demolition and disposition to the newly created tax credit entity. In the event, Section 18 Obsolescence is the conversion tool, the creation of newly constructed units will remain the strategy. The subsidy will convert from public housing to Section 8 Project Based Vouchers.

3. Disposition Kate Ross (288 units) Kate Ross multi-family development is earmarked for re-development in calendar year 2023 or 2024. The property is currently in an approved RAD Portfolio Award. The preliminary plan is evaluating moderate rehabilitation or demolition and new construction. It is currently premature to make this decision, however, it is important to provide the repositioning tools that are being explored. The units will convert from public housing to Project Based Vouchers.

The PHA Plan is available for review on our website, main office, and development sites.

<p><b>B.3</b></p>	<p><b>Progress Report.</b></p> <p>Provide a description of the PHA’s progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan.</p> <p>WHA's mission is " Waco Housing Authority and Affiliates leverages assets and community resources to advance affordable housing options that are diverse, inclusive and promote resident independence and quality of life. WHA is doing that in the following ways:</p> <ol style="list-style-type: none"> <li>1. Given the jump in rental rates in our jurisdictional area, Waco Public Facilities Corporation ( a subsidiary of WHA) purchased two properties that are in the process of development through RFP's. Both properties offer opportunities for employment thru major employers in the areas they are located in. For instance, Baylor, tourism and hospitality areas around one as it is closer to the downtown area and the other close to the industrial section of Waco. Being within distance of highly rated school districts and access to local community colleges and that they are in separate zip codes expanding choice for tenants.</li> <li>2. WHA already owns 5 properties purchased through the TX Resolution Trust program and our Waco Public Facility Corporation (WPFC) and the Waco Housing Opportunity Corporation ( WHOC) . Per agreement, these properties are at fair market rents with discounted rents for those at 50-below 80% of median income in our area. While these properties cannot accept HCV, the rents are adjusted for what is traditionally considered workforce housing. These properties are in Waco but in different zip codes offering opportunities for choices for many of those ineligible for our conventional HCV programs.</li> <li>3. We continue to enter into partnership agreements with developers who wish to have a tax-exempt partnership. We only partner with those who will accept HCV vouchers and assign additional units at below 80% of median income to increase affordable housing opportunities and choices to those residing in our jurisdictional areas.</li> </ol> <p>WHA's is working diligently to preserve affordable housing communities that are healthy and wholesome as well as enable greater sustainability and increase housing choices for residents. Our plans are to protect our public housing sites as affordable housing sites, with the use of RAD. By doing this we will continue to increase choices for our residents. While we are still currently participating in a RAD conversion for the formerly South Terrace public housing site, we are 58 units from full completion. Through RAD we were able to create a mixed income property that allows for residents to live in converted and update properties to more acceptable industry standard levels. WHA has been approved for its first phase financing which will allow for a dedicated senior street with its own senior center for activities. Work for this phase should begin in the first quarter of 2024. There will be two additional phases for this property which will be brand new units made up of both stackable units and townhomes for families. Our third site, Kate Ross and its scattered sites are in the planning and financing process for the sale and disposition of two of the scattered sites to aid with the construction of new units at the remaining two sites in the thriving downtown area.</p>
<p><b>B.4</b></p>	<p><b>Capital Improvements.</b> Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved.</p> <p>Most recent approved plan was 10/20/2022.</p> <p>Substantial deviation to the 5-Year Plan or Significant Amendment / Modification to the Annual Plan are any additional changes that would affect this Agency’s mission, goals, objectives, and policies as stated in the Plan. Significant amendments and substantial deviations/modifications to the Plan are defined as any additional changes that would affect this Agency’s mission, goals,</p>

	<p>objectives, and policies as stated in the Plan. Significant Amendment or Substantial Deviation/Modification - as referenced in the Quality Housing and Work Responsibility Act of 1998, Section 511, (g), a significant amendment or modification to the annual plan may not be adopted, other than at a duly called meeting of the governing board of the public housing agency that is open to the public after a 45-day public notice; and be implemented, until notification of the amendment or modification is provided to the Secretary of the Department of Housing and Urban Development (HUD) and approved. Amendments or modifications, which are not defined as being significant and will not be subject to a public meeting with a 45-day public notice and notification to the Secretary of HUD.</p>
<p><b>B.5</b></p>	<p><b>Most Recent Fiscal Year Audit.</b></p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N  <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, please describe:</p>
<p><b>C. Other Document and/or Certification Requirements.</b></p>	
<p><b>C.1</b></p>	<p><b>Resident Advisory Board (RAB) Comments.</b></p> <p>(a) Did the RAB(s) have comments to the PHA Plan?</p> <p>Y N  <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
<p><b>C.2</b></p>	<p><b>Certification by State or Local Officials.</b></p> <p><a href="#">Form HUD 50077-SL</a>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<p><b>C.3</b></p>	<p><b>Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.</b></p> <p>Form HUD-50077-ST-HCV-HP, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<p><b>C.4</b></p>	<p><b>Challenged Elements.</b> If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.</p> <p>(a) Did the public challenge any elements of the Plan?</p> <p>Y N  <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>If yes, include Challenged Elements.</p>
<p><b>C.5</b></p>	<p><b>Troubled PHA.</b></p> <p>(a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place?</p> <p>Y N N/A  <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p>

<b>D.</b>	<b>Affirmatively Furthering Fair Housing (AFFH).</b>					
<b>D.1</b>	<p><b>Affirmatively Furthering Fair Housing (AFFH).</b></p> <p>Provide a statement of the PHA’s strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.</p> <table border="1" data-bbox="180 680 1455 1451"> <tr> <td data-bbox="180 680 1455 720"><b>Fair Housing Goal:</b></td> </tr> <tr> <td data-bbox="180 720 1455 1451"> <p><u>Describe fair housing strategies and actions to achieve the goal</u></p> <p><b>Increase the stock of affordable, accessible rental housing throughout the region, especially in areas of opportunity.</b>  <b>Action: Prioritize the redevelopment of WHA-owned properties as an approach encourage affordable housing development throughout the city, especially in areas of opportunity.</b></p> </td> </tr> </table> <table border="1" data-bbox="180 1472 1455 1913"> <tr> <td data-bbox="180 1472 1455 1512"><b>Fair Housing Goal:</b></td> </tr> <tr> <td data-bbox="180 1512 1455 1913"> <p><u>Describe fair housing strategies and actions to achieve the goal</u></p> <p><b>Increase access to affordable housing.</b>  <b>Action: Recommend alternative tenant screening models that minimize barriers to affordable housing. Match production of AMI levels and family-sized affordable units as a proportion of all new affordable units to need as determined by Census data and community and property management feedback.</b></p> </td> </tr> </table> <table border="1" data-bbox="180 1934 1455 1976"> <tr> <td data-bbox="180 1934 1455 1976"><b>Fair Housing Goal:</b></td> </tr> </table>	<b>Fair Housing Goal:</b>	<p><u>Describe fair housing strategies and actions to achieve the goal</u></p> <p><b>Increase the stock of affordable, accessible rental housing throughout the region, especially in areas of opportunity.</b>  <b>Action: Prioritize the redevelopment of WHA-owned properties as an approach encourage affordable housing development throughout the city, especially in areas of opportunity.</b></p>	<b>Fair Housing Goal:</b>	<p><u>Describe fair housing strategies and actions to achieve the goal</u></p> <p><b>Increase access to affordable housing.</b>  <b>Action: Recommend alternative tenant screening models that minimize barriers to affordable housing. Match production of AMI levels and family-sized affordable units as a proportion of all new affordable units to need as determined by Census data and community and property management feedback.</b></p>	<b>Fair Housing Goal:</b>
<b>Fair Housing Goal:</b>						
<p><u>Describe fair housing strategies and actions to achieve the goal</u></p> <p><b>Increase the stock of affordable, accessible rental housing throughout the region, especially in areas of opportunity.</b>  <b>Action: Prioritize the redevelopment of WHA-owned properties as an approach encourage affordable housing development throughout the city, especially in areas of opportunity.</b></p>						
<b>Fair Housing Goal:</b>						
<p><u>Describe fair housing strategies and actions to achieve the goal</u></p> <p><b>Increase access to affordable housing.</b>  <b>Action: Recommend alternative tenant screening models that minimize barriers to affordable housing. Match production of AMI levels and family-sized affordable units as a proportion of all new affordable units to need as determined by Census data and community and property management feedback.</b></p>						
<b>Fair Housing Goal:</b>						

Describe fair housing strategies and actions to achieve the goal

**Implement partnerships to expand affordable housing opportunity.**  
**Action: Participate in coordination meetings with the city, county, and other Housing Authorities to discuss best practices, challenges and provide portability information.**

## Instructions for Preparation of Form HUD-50075-ST Annual PHA Plan for Standard and Troubled PHAs

### A. PHA Information. All PHAs must complete this section. (24 CFR §903.4)

A.1 Include the full PHA Name, PHA Code, PHA Type, PHA Fiscal Year Beginning (MM/YYYY), PHA Inventory, Number of Public Housing Units and or Housing Choice Vouchers (HCVs), PHA Plan Submission Type, and the Availability of Information, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. (24 CFR §903.23(4)(e))

**PHA Consortia:** Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

### B. Plan Elements. All PHAs must complete this section.

#### B.1 Revision of Existing PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.” (24 CFR §903.7)

**Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR §5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR §903.7(a)).

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(2)(i)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA’s reasons for choosing its strategy. (24 CFR §903.7(a)(2)(ii))

**Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see 24 CFR 903.2. (24 CFR §903.23(b)) Describe the PHA’s admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA’s policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR §903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements. (24 CFR §903.7(b)) Describe the PHA’s procedures for maintain waiting lists for admission to public housing and address any site-based waiting lists. (24 CFR §903.7(b)). A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. (24 CFR §903.7(b)) Describe the unit assignment policies for public housing. (24 CFR §903.7(b))

**Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA’s anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c))

**Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. (24 CFR §903.7(d))

## Shannon Lestan

---

**From:** Rebecca Ellis <rebecca@wacopha.org>  
**Sent:** Wednesday, January 24, 2024 10:51 AM  
**To:** Shannon Lestan  
**Subject:** Fwd: [EXTERNAL]TX010 Waco PHA Plan  
**Attachments:** 02.HUDCTYMGRFORM.pdf; 03.RESADVSIGNINSHEET.pdf; 04.Resident Council Advisory Meeting Agenda 4-20-23.pdf; RES3867.pdf; WHA Annual Plan 2023.pdf; 01. 50075-ST (002).pdf

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See below the approval from HUD on the PHA plan.

Rebecca Ellis

---

**From:** Kraus, Gregory F <Gregory.F.Kraus@hud.gov>  
**Sent:** Tuesday, August 22, 2023 8:21:28 AM  
**To:** Milet Hopping <mileth@wacopha.org>; Gloria Dancer <gloriad@wacopha.org>; Rebecca Ellis <rebecca@wacopha.org>  
**Cc:** Pohler, David G <David.G.Pohler@hud.gov>; Uviedo, Joseph A <JOSEPH.A.UVIEDO@hud.gov>  
**Subject:** [EXTERNAL]TX010 Waco PHA Plan

We have approved the attached PHA Plan submission.

Thank you,

Greg



---

**SECTION 18 DEMOLITION/DISPOSITION APPLICATION**

**WACO HOUSING AUTHORITY – TX010**

**ESTELLA MAXEY – TX010000001**

**MELODY GROVE PHASE 1**

---

**Section 4.0 HOOK Description of UFAS Accessible Units**

Estella Maxey Apartments does not currently have any UFAS Fully Accessible Units.

---

**SECTION 18 DEMOLITION/DISPOSITION APPLICATION**

**WACO HOUSING AUTHORITY – TX010**

**ESTELLA MAXEY – TX010000001**

**MELODY GROVE PHASE 1**

---

**Section 5.3A Total Acreage Proposed for Removal**

The acreage for Estella Maxey Phase 1 when the original DOT was recorded was 13.17 acres. In 1965, the streets were deeded to the city of Waco, but the DOTs were never released. As part of this conversion, the DOTs will be released from the streets owned by the city leaving 10.48 acres to be encumbered by the HUD Use Agreement.

There are three Declaration of Trusts that cover the entire Estella Maxey site:

1. April 26, 1963 – uploaded separately in three files because of size.
2. July 6, 1989 – attached.
3. October 6, 2010 – attached.

The acreage for Estella Maxey Phase 1 will be a partial release of the DOTs at closing.

**DOTS available upon request.**

---

**SECTION 18 DEMOLITION/DISPOSITION APPLICATION**

**WACO HOUSING AUTHORITY – TX010**

**ESTELLA MAXEY – TX010000001**

**MELODY GROVE PHASE 1**

---

**Section 5.0 HOOK Description of Personal Property**

There is no personal property being disposed of in connection with Estella Maxey Phase 1.

---

**SECTION 18 DEMOLITION/DISPOSITION APPLICATION**

**WACO HOUSING AUTHORITY – TX010**

**ESTELLA MAXEY – TX010000001**

**MELODY GROVE PHASE 1**

---

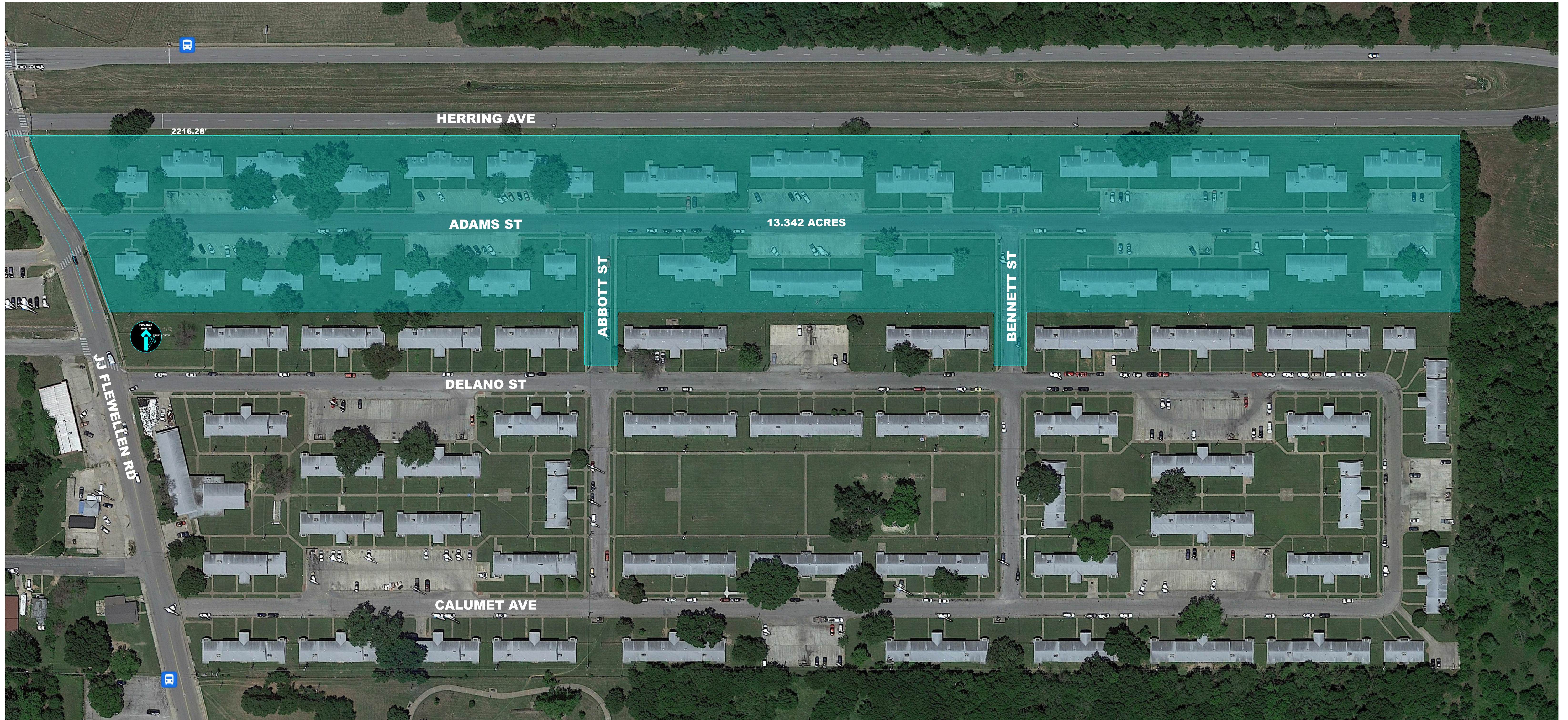
**Section 5.5 Site Map**

Estella Maxey Apartments will be redeveloped in three phases.

The site maps attached include:

1. Estella Maxey Apartments as it exists today.
  - a. 75 building residential buildings
  - b. 1 non-dwelling building
  - c. Green shaded area is Phase 1.
2. The Phase 1 Demolition Plan
3. The Phase 1 New Site Plan





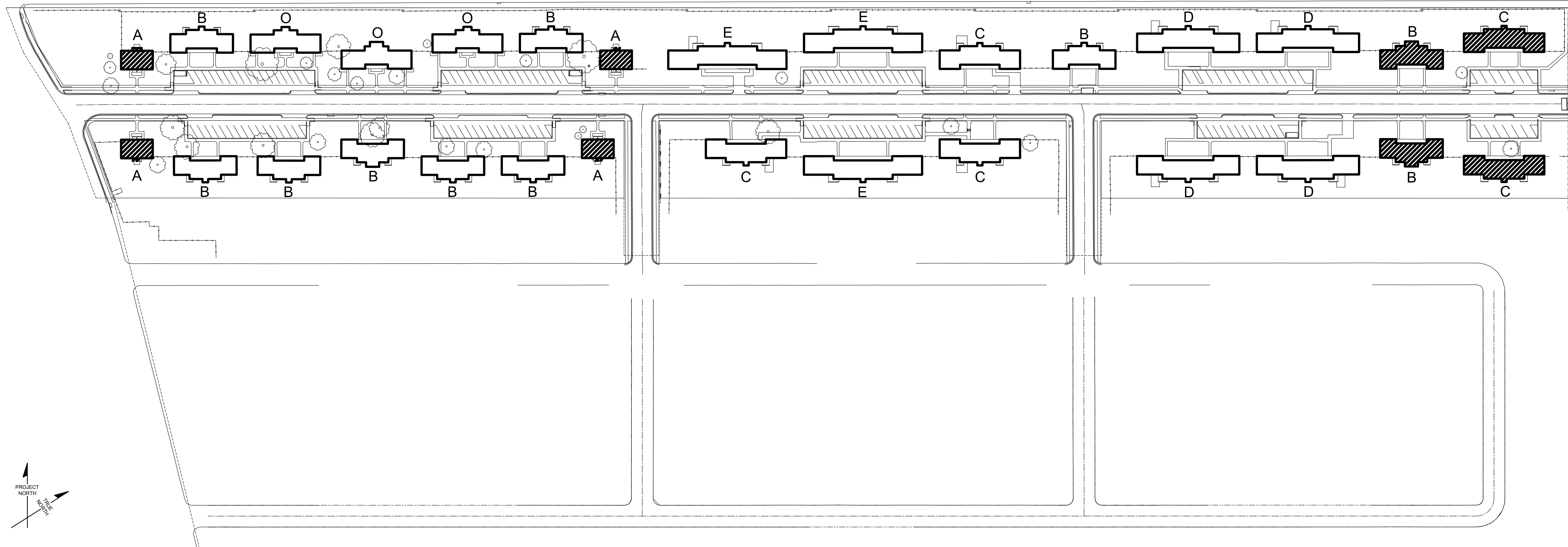
# EXISTING SITE





MELODY GROVE, PHASE I  
1601 J.J. FLEWELLEN STREET  
WACO, TX

79 UNIT REHABILITATION & NEW SENIOR'S COMMUNITY BUILDING  
TDHCA NO. # 23080



 BUILDING TO BE DEMOLISHED

1.4 BUILDING DEMOLITION PLAN  
SCALE: 1" = 80'-0"

PROJECT ASSOCIATES

OWNER

MELODY GROVE DEVELOPMENT I, LP  
4400 COBBS DRIVE  
WACO, TEXAS 76703

SPONSOR

WACO HOUSING OPPORTUNITIES CORPORATION  
4400 COBBS DRIVE  
WACO, TEXAS 76703

DEVELOPER

INTERGRAND DEVELOPMENT, LLC  
330 MARSHALL STREET, SUITE 900  
SHREVEPORT, LA 71101

ARCHITECT

SGB ARCHITECTS, LLC  
1935 AIRLINE DRIVE, SUITE 200  
BOSSIER CITY, LA 71112 (318) 226-1404

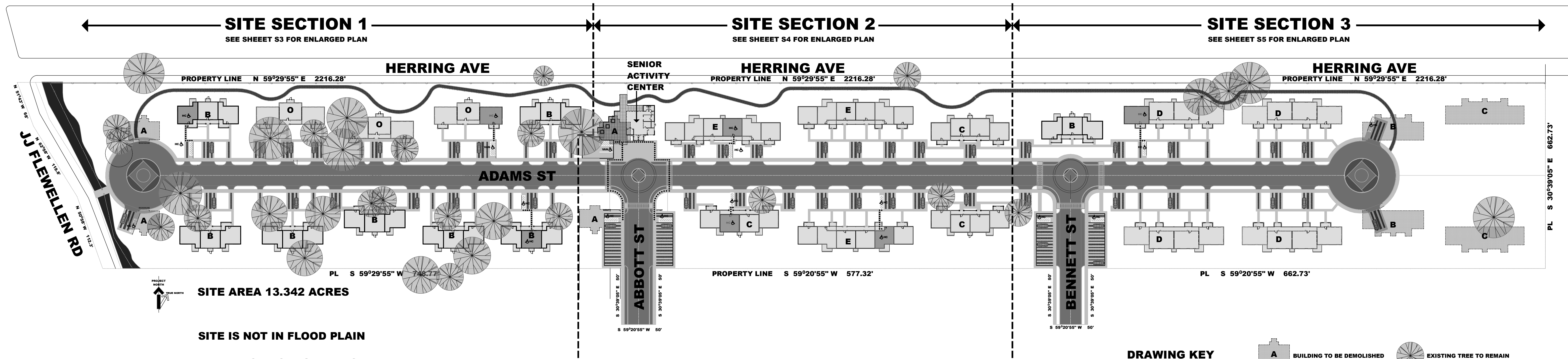
EXISTING BUILDING	UNIT TYPE	# OF UNITS	# OF BLDGS	TOTAL UNITS	TO BE DEMOLISHED
BLDG A	1 BR	2	4	8	4
BLDG B	1 BR	4	10	40	2
BLDG C	2 BR	4	5	20	2
BLDG D	3 BR	4	4	16	
BLDG E	4 BR	4	3	12	
BLDG O	EFF	6	3	18	
TOTAL			29	114	8

MELODY GROVE RENOVATION  
WACO HOUSING AUTHORITY  
WACO, TEXAS



THIS DRAWING AND THE DESIGN DECISIONS REPRESENTED HEREIN, ALL PREPARED BY SGB ARCHITECTS, L.L.C., ARE FOR THE USE SOLELY WITHIN THE PROJECT AND SGB ARCHITECTS, L.L.C. SHALL RETAIN ALL COPYRIGHT, STATUTORY AND OTHER RESERVED RIGHTS INCLUDING THE COPYRIGHT, AND THEY SHALL NOT BE USED BY OTHERS FOR ANY OTHER PURPOSE WITHOUT WRITTEN PERMISSION OF SGB ARCHITECTS, L.L.C.

REVISIONS	DATE	01/04/24
NO.	DATE	PROJ. NO. 2202
SHEET		D1.0



SITE AREA 13.342 ACRES

SITE IS NOT IN FLOOD PLAIN

DETENTION PONDS ARE NOT REQUIRED

WALKING TRAIL IS ACESIBLE

**DRAWING KEY**

- BUILDING TO BE DEMOLISHED
- EXISTING TREE TO REMAIN
- ACCESSIBLE UNIT
- HANDICAPPED PARKING
- ACCESSIBLE ROUTE
- EXISTING TREE REMOVED

existing building	type	units	bdgs	total units	demolition	renovated	type	units	bdgs	total units	NRA area
BLDG A	1BR	2	4	8	4	BLDG A	1BR	0	0	0	
BLDG B	1BR	4	10	40	2	BLDG B	1BR	3	8	24	(8) 1A 744 SF (16) 1B 752 SF
BLDG C	2BR	4	5	20	2	BLDG C	1BR	4	3	12	1C 722 SF
BLDG D	3BR	4	4	16		BLDG D	2BR	4	4	16	2A 924 SF
BLDG E	4BR	4	3	12		BLDG E	1BR	6	3	18	(12) 1D 711 SF (6) 1E 702 SF
BLDG O	EFF	6	3	18		BLDG O	2BR	3	3	9	2B 814 SF
		<b>TOTAL</b>	<b>29</b>	<b>114</b>							25 2BR 54 1BR
							<b>TOTAL NRA</b>		<b>21</b>	<b>79</b>	<b>61,502 SF</b>
							<b>NEW ACTIVITY CENTER</b>	<b>1</b>			<b>1547 SF</b>

parking count	spaces	hc	van	
<b>Parking</b>	<b>131</b>	<b>11</b>	<b>1</b>	
<b>Senior Activity Center</b>	<b>10</b>		<b>1</b>	
<b>TOTAL</b>	<b>141</b>	<b>11</b>	<b>2</b>	
<b>City of Waco Zoning Requirement</b>			<b>Units</b>	<b>Total</b>
<b>1 BR</b>	<b>1.5</b>	<b>x</b>	<b>54</b>	<b>81</b>
<b>2 BR</b>	<b>2</b>	<b>x</b>	<b>25</b>	<b>50</b>
<b>Senior Activity Center</b>				<b>10</b>
			<b>TOTAL</b>	<b>141</b>



# SITE PLAN

---

**SECTION 18 DEMOLITION/DISPOSITION APPLICATION**

**WACO HOUSING AUTHORITY – TX010**

**ESTELLA MAXEY – TX010000001**

**MELODY GROVE PHASE 1**

---

**Section 5.6 Legal Description**

Due to financial constraints and complexity, Estella Maxey Apartments is being redeveloped in three phases.

Attached is an ALTA Survey for the 13.17 acres of land being removed/disposed of in connection with Phase 1.

**SURVEY AVAILABLE UPON REQUEST**



---

## SECTION 18 DEMOLITION/DISPOSITION APPLICATION

### WACO HOUSING AUTHORITY – TX010

ESTELLA MAXEY – TX010000001

MELODY GROVE PHASE 1

---

#### **Section 5.0 HOOK Justification and Supporting Documentation**

The justification for disposition and demolition of Estella Maxey Phase 1 Apartments falls under the Best Interests of the PHA and the Residents, 24 CFR 970.17(c) – specifically unit obsolescence.

Estella Maxey Phase 1 Apartments meets the criteria for disposition and demolition as outlined in PIH Notice 2021-07 Section 3) A.2.a: unit obsolescence. The units at Estella Maxey Apartments are obsolete as to physical condition in accordance with the applicable demolition criteria described at Section 4) A.1 of the same notice and in the regulations at 24 CFR 970.15(b)(1)(i) and (b)(2). The physical condition of Estella Maxey Apartments cannot be corrected in a cost-effective manner and meets the cost-test of physical obsolescence.

WHA will dispose of Estella Maxey Phase 1 Apartments to a LIHTC Partnership to raise debt and equity to fund the redevelopment.

Gibco Environmental, LLC completed a Section 18 Demolition Disposition Physical Needs Assessment dated October 7, 2023. This Physical Needs Assessment (PNA) identified that the residential structures at Estella Maxey are in generally poor physical condition and will require significant rehabilitation. In accordance with 24 CFR 970.15(b)(2), this PNA concludes that the total cost of 3-year needs at the property exceeds the minimum cost threshold requirement of 57.14% of the Total Development Cost (TDC), and therefore qualifies for full disposition based upon physical/cost obsolescence. A comparison of the Total Development Cost (TDC) to the estimated 3-year physical needs resulted in a ratio of 62.13%.

**A COPY OF THE PHYSICAL NEEDS ASSESSMENT CAN BE REQUESTED**

---

## SECTION 18 DEMOLITION/DISPOSITION APPLICATION

### WACO HOUSING AUTHORITY – TX010

ESTELLA MAXEY – TX010000001

MELODY GROVE PHASE 1

---

#### Section 5.7 Sale Justification

Waco Housing Authority (WHA) is the owner of the Estella Maxey Property, which is a 38.812 acre site located at 1023 Adams Street, Waco, TX. The existing 362 residential units and ancillary building will be redeveloped in three phases. WHA has selected Integrand Development as the co-developer for the Estella Maxey Redevelopment. The redeveloped site will be known as Melody Grove. This Section 18 application is for Phase 1 of the redevelopment.

The appraised value of the 13.17 acres of land associated with the Phase 1 redevelopment is \$1,600,000. The buildings, which are obsolete, are appraised at \$5,000,000.

#### Phase 1

WHA (Lessor) will lease the Melody Grove Phase 1 property to Melody Grove Development 1, LP (Lessee). The Ground Lease will have an estimated term of 99 years and rent under this Ground Lease will be \$10 per year.

Melody Grove Development 1, LP will purchase the leasehold improvements from WHA with a Seller Note in the amount of \_\_\_\_\_. Payments to WHA on the Seller Note shall be made from cash flow available after payment of operating expenses, replacement reserves, first mortgage debt service, investor asset management fee, and deferred developer fee payments. Cash flow available after these items are paid off shall be used to pay the Seller Note. It is anticipated that cash flow will not be sufficient to make Seller Note payments for years 1 through 15 of operations, and thereafter payments are projected at \$10,000 annually.

**Based on the above information, WHA is disposing of Phase 1 for less than FMV.**

#### Section 5.10 and 5.11 Calculation and Use of Net Proceeds

The appraised value of the leasehold improvements is \$5,000,000 and the Seller Note is \_\_\_\_\_. WHA will realize sales proceeds in the amount of \_\_\_\_\_ at closing. WHA plans to use the proceeds to increase the supply, availability, and utilization of low-income housing.

Please see attached letter from WHA. At closing, the proceeds will be deposited in a GDA account until dispersed for the HUD approved use.

As mentioned, WHA does not anticipate receiving any seller note payments until after year 15, at which time, it will place any proceeds in an account covered by a GDA and use for affordable housing purposes in accordance with PIH Notice 2020-03 or any successor notice.

An organizational chart for the ownership entity is attached.



January 22, 2024

To Whom It May Concern:

This letter is in response to PIH 2020-23 (HA) requirements in which a PHA informs you of the use of net proceeds for obtaining approval thru the Special Applications Center pursuant to 24 CFR 970.19(e).

Waco Housing Authority would use the net proceeds to increase the Supply, Availability and Utilization of Low-Income Housing. (Category F, page 7 of the Notice.) It is our hope to expand housing opportunities for low-income families in low poverty areas/areas of opportunity and non-minority concentrated areas, implementing and administering special housing types in HCV, including but not limited to Section 8 /HCV homeownership and/or helping to serve special populations such as homeless, veterans and individual with disabilities.

Sincerely,

Milet Hopping

WHA President/CEO

---

**SECTION 18 DEMOLITION/DISPOSITION APPLICATION**

**WACO HOUSING AUTHORITY – TX010**

**ESTELLA MAXEY – TX010000001**

**MELODY GROVE PHASE 1**

---

**Section 5.7B Certificate of Good Standing**

A certificate of Good Standing for Melody Grove Development 1, LP is attached.



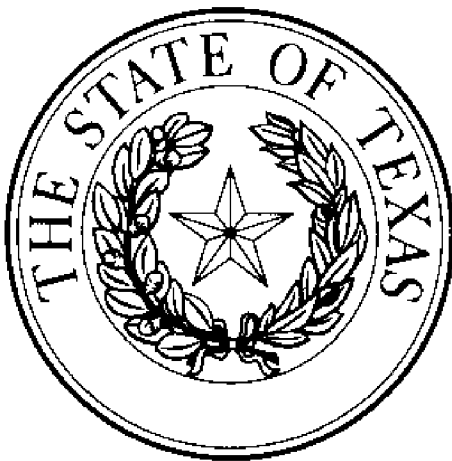
## Office of the Secretary of State

### Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for Melody Grove Development 1, LP (file number 804906447), a Domestic Limited Partnership (LP), was filed in this office on January 31, 2023.

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

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on January 03, 2024.



A handwritten signature in black ink that reads "Jane Nelson".

Jane Nelson  
Secretary of State

---

## SECTION 18 DEMOLITION/DISPOSITION APPLICATION

### WACO HOUSING AUTHORITY – TX010

ESTELLA MAXEY – TX010000001

MELODY GROVE PHASE 1

---

#### **Section 5.0 HOOK Commensurate Public Benefit**

WHA will dispose of 13.17 acres of land to Melody Grove Development 1, LP via a negotiated ground lease below Fair Market Value in connection with the redevelopment of Estella Maxey Phase 1.

WHA will dispose of the leasehold improvements to Melody Grove Development 1, LP in exchange for a Seller Note. This constitutes a negotiated sale below Fair Market Value.

The disposition of Estella Maxey Phase 1 meets the requirement of providing commensurate public benefit because WHA will redevelop the site with 79 Section 8 subsidized low-income rental units. WHA will apply for 102 Tenant Protection Vouchers (TPVs) and project-base 79 TPVs back on the units once construction is completed, preserving them as affordable housing for the long-term. The targeted resident income bands range between 30% of AMI and 80% of AMI (for continuously assisted residents).

#### **Use Agreement**

Melody Grove Development 1, LP will execute a HUD Use Agreement for not less than 30 years that will ensure that the 79 previously assisted units at Melody Grove 1 remain affordable to people at or below 80% of AMI.

See attached chart for Pre- and Post- redevelopment unit mix and unit counts.

**Estella Maxey Phase 1 Existing Units Mix**

Building Type	# of Buildings	# of Contract Units	Number of Bedrooms	Buildings to Demolish	Units to Demolish
A	4	8	1	4	8
B	10	40	1	2	8
C	5	20	2	2	8
D	4	16	3		
E	3	12	4		
O	3	18	0		
	<b>29</b>	<b>114</b>		<b>8</b>	<b>24</b>

**Melody Grove Phase 1 Redeveloped Unit Mix**

Building Type	# of Buildings	# of Contract Units	Number of Bedrooms
New Activity Center			0
A	0	0	1
B	8	24	1
C	3	12	1
D	4	16	2
E	3	18	1
O	3	9	2
	<b>21</b>	<b>79</b>	



---

**SECTION 18 DEMOLITION/DISPOSITION APPLICATION**

**WACO HOUSING AUTHORITY – TX010**

**ESTELLA MAXEY – TX010000001**

**MELODY GROVE PHASE 1**

---

**Section 5.8 Form of Valuation (appraisal or something else)**

An appraisal of Estella Maxey Phase 1 land and improvements was completed by Novogradac on February 8, 2023. The value of the land is \$1,600,000 and the value of the leasehold improvements is \$5,000,000.

The Executive Summary of the appraisal is attached. The full appraisal can be requested and provided via Dropbox.

A MARKET VALUATION OF:

# MELODY GROVE

# A MARKET VALUATION OF: **MELODY GROVE**

1809 J. J. Flewellen Road  
Waco, McLennan County, Texas 76704

Inspection Date: February 8, 2023  
Effective Date: February 8, 2023  
Report Date: February 19, 2023

Prepared for:  
Art Schuldt, Jr.  
President  
Housing Solutions Alliance, LLC  
1935 Airline Drive, Suite 200  
Boosier City, Louisiana 71112

And

Texas Department of Housing & Community Affairs (TDHCA)  
221 East 11<sup>th</sup> Street  
Austin, Texas 78701

Prepared by:  
Novogradac  
11044 Research Blvd, Bldg C, Suite 400  
Austin, Texas 78759  
512-340-0420

*Per TDHCA appraisal rules and guidelines, "any person signing this Report acknowledges that the Department may publish the full report on the Department's website, release the report in response to a request for public information and make other use of the report as authorized by law."*





February 19, 2023

Art Schuldt, Jr.  
President  
Housing Solutions Alliance, LLC  
1935 Airline Drive, Suite 200  
Seattle, Washington 98109

And

Texas Department of Housing & Community Affairs (TDHCA)  
221 East 11th Street  
Austin, Texas 78701

Re: An Appraisal of Melody Grove  
1809 J. J. Flewellen Road  
Waco, McLennan County, Texas 76704

Dear Art Schuldt, Jr.:

We are pleased to present our findings with respect to the value of the above-referenced property, Melody Grove ("Subject"). The Subject is an existing 114-unit Public Housing property that is proposed for renovation utilizing low income housing tax credit (LIHTC) equity and conversion via the Rental Assistance Demonstration (RAD) program to a long-term Section 8 contract. The Subject currently offers 114 studio, one, two, three, and four-bedroom units. We have provided value estimates that are in accordance with the client and that meet the Texas Department of Housing and Community Affairs (TDHCA) QAP and USPAP requirements.

- Market Value "as is" of the leasehold interest in the property
- Indication of underlying land value as if vacant

Housing Solutions Alliance, LLC is the client in this engagement. We understand that they will use this document for internal investment decisions and tax credit application. Intended users are those transaction participants who are interested parties and have knowledge of the Section 42 LIHTC program. These could include local housing authorities, state allocating agencies including TDHCA, state lending authorities, LIHTC construction and permanent lenders, and LIHTC syndicators. As our client, Housing Solutions Alliance, LLC owns this report and permission must be granted from them before another third party can use this document. We assume that by reading this report another third party has accepted the terms of the original engagement letter including scope of work and limitations of liability. We are prepared to modify this document to meet any specific needs of the potential users under a separate agreement.

This valuation engagement was conducted in accordance with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which standards incorporate the Uniform Standards of Professional Appraisal Practice (USPAP). In accordance with these standards, we have reported our findings herein in an appraisal report, as defined by USPAP.

The provider read and understands the rules and guidelines in 11.304. The person or company preparing the appraisal or reviewing the appraisal, is a disinterested party and will not materially benefit from the

development in any other way than receiving a fee for performing the appraisal and that the fee is in no way contingent upon the outcome of the appraisal.

For the purposes of this assignment, market value is defined as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and,
5. The price represents normal considerations for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.<sup>1</sup>

Our value conclusion was based on general economic conditions as they existed on the date of the analysis and did not include an estimate of the potential impact of any sudden or sharp rise or decline in general economic conditions from that date to the effective date of our report. Events or transactions that may have occurred subsequent to the effective date of our opinion have not been considered. We are not responsible to update or revise this report based on such subsequent events, although we would be pleased to discuss with you the need for revisions that may be occasioned as a result of changes that occur after the valuation date. The Subject property and the comparables were last inspected on February 8, 2023. The date the Subject and the majority of the comparable info was collected, updated, and/or verified was February 8, 2023, which will serve as the effective date of this report.

*Texas tax laws allow a non-profit business to pay no property taxes on all real property and business personal property owned by the non-profit business. The property is currently 100 percent tax exempt. Based on conversations with the McLennan County Tax District, the abatement would continue upon transfer to a non-profit entity, which is typical and reasonable for a typical buyer to assume. It is an extraordinary assumption that the property will continue to receive full tax exemption as noted by the developer; therefore, an estimated tax burden of \$0 has been used in our as is valuation.*

*The use of extraordinary assumptions may affect the assignment results. Please refer to the complete Assumptions and Limiting Conditions in the Addenda of this report.*

As a result of our investigation and analysis, it our opinion that, subject to the limiting conditions and assumptions contained herein, the estimated value of the underlying land, as if vacant, of the fee simple interest, as of February 8, 2023, is:

**ONE MILLION SIX HUNDRED THOUSAND DOLLARS  
(\$1,600,000)**

---

<sup>1</sup> 12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990.

As a result of our investigation and analysis, it is our opinion that, subject to the limiting conditions and assumptions contained herein, the estimated market value "As Is" of the leasehold interest, as of February 8, 2023, is:

**FIVE MILLION DOLLARS**  
**(\$5,000,000)**

We appreciate this opportunity to be of service. Please contact us if you have any comments or questions.

Respectfully submitted,  
Novogradac



---

Lindsey Sutton  
Partner  
Certified General Real Estate Appraiser  
TX License # TX 1380684 G  
Lindsey.Sutton@novoco.com  
512.349.3212

---

**SECTION 18 DEMOLITION/DISPOSITION APPLICATION**

**WACO HOUSING AUTHORITY – TX010**

**ESTELLA MAXEY – TX01000001**

**MELODY GROVE PHASE 1**

---

**Section 5.12 Cost and Source of Funds for Demolition**

Eight (8) buildings will be demolished in connection with Phase 1. The cost of demolition is \$--- and will be paid for with insurance proceeds paid to WHA for roof damage.

---

**SECTION 18 DEMOLITION/DISPOSITION APPLICATION**

**WACO HOUSING AUTHORITY – TX010**

**ESTELLA MAXEY – TX010000001**

**MELODY GROVE PHASE 1**

---

**Section 5.13 Timetable of Relocation and Disposition**

We anticipate receiving SAC approval in May 2024. In accordance with the ACOP, most residents will be moved to temporary units by the end of May. The Estella Maxey Phase 1 redevelopment received an award of 9% LIHTC and must close by June 30, 2024.

For purposes of the application:

Begin Relocation = 90 days

Complete Relocation = 90 days

Execute Contract for Removal = 90 days

Removal of the Property from Inventory = 90 days



---

**SECTION 18 DEMOLITION/DISPOSITION APPLICATION**

**WACO HOUSING AUTHORITY – TX010**

**ESTELLA MAXEY – TX010000001**

**MELODY GROVE PHASE 1**

---

**Section 6.1a Summary of the Number of Occupied Units**

Attached is a rent roll as of 1/1/2024 showing 58 of 114 units in Phase 1 of Estella Maxey occupied.

Estella Maxey Phase 1 Rent Roll

	Project	Month/Year	Last Name	First Name	Address	Trans Date	Amount
1	02-B Estella Maxey #5	1/1/2024	Davis	Clarence	1000 Adams , Waco, TX 76704	1/1/2024	\$248.00
2	02-B Estella Maxey #5	1/1/2024	Wilson	Darline	1001 Adams , Waco, TX 76704	1/1/2024	\$237.00
3	02-B Estella Maxey #5	1/1/2024	Mclennan	Carl	1002 Adams , Waco, TX 76704	1/1/2024	\$294.00
4	02-B Estella Maxey #5	1/1/2024	Johnson	Lisa	1004 Adams , Waco, TX 76704	1/1/2024	\$264.00
5	02-B Estella Maxey #5	1/1/2024	Finley	Irene	1005 Adams , Waco, TX 76704	1/1/2024	\$338.00
6	02-B Estella Maxey #5	1/1/2024	Jones	Kurt	1008 Adams , Waco, TX 76704	1/1/2024	\$630.00
7	02-B Estella Maxey #5	1/1/2024	Marshall	George	1009 Adams , Waco, TX 76704	1/1/2024	\$270.00
8	02-B Estella Maxey #5	1/1/2024	Hainsworth	Lawrence	1010 Adams , Waco, TX 76704	1/1/2024	\$270.00
9	02-B Estella Maxey #5	1/1/2024	Morris	Nikki	1011 Adams , Waco, TX 76704	1/1/2024	\$311.00
10	02-B Estella Maxey #5	1/1/2024	Evans	Jordan	1012 Adams , Waco, TX 76704	1/1/2024	\$50.00
11	02-B Estella Maxey #5	1/1/2024	Bell	Ricky	1013 Adams , Waco, TX 76704	1/1/2024	\$383.00
12	02-B Estella Maxey #5	1/1/2024	Greer	Sampson	1015 Adams , Waco, TX 76704	1/1/2024	\$630.00
13	02-B Estella Maxey #5	1/1/2024	Mozee	Carol	1016 Adams , Waco, TX 76704	1/1/2024	\$57.00
14	02-B Estella Maxey #5	1/1/2024	Taylor	Gary	1017 Adams , Waco, TX 76704	1/1/2024	\$248.00
15	02-B Estella Maxey #5	1/1/2024	Bess	Lawrence	1018 Adams , Waco, TX 76704	1/1/2024	\$236.00
16	02-B Estella Maxey #5	1/1/2024	Gonzalez	Linda	1019 Adams , Waco, TX 76704	1/1/2024	\$407.00
17	02-B Estella Maxey #5	1/1/2024	Henry	Betty	1021 Adams , Waco, TX 76704	1/1/2024	\$252.00
18	02-B Estella Maxey #5	1/1/2024	Rodriquez	Rodolfo	1023 Adams , Waco, TX 76704	1/1/2024	\$263.00
19	02-B Estella Maxey #5	1/1/2024	Akers	Sammie	1024 Adams , Waco, TX 76704	1/1/2024	\$271.00
20	02-B Estella Maxey #5	1/1/2024	Lang	Charles	1025 Adams , Waco, TX 76704	1/1/2024	\$270.00
21	02-B Estella Maxey #5	1/1/2024	Miles	Lula	1033 Adams , Waco, TX 76704	1/1/2024	\$264.00
22	02-B Estella Maxey #5	1/1/2024	Booker	Bobbie	1034 Adams , Waco, TX 76704	1/1/2024	\$267.00
23	02-B Estella Maxey #5	1/1/2024	Washington	Katherine	1035 Adams , Waco, TX 76704	1/1/2024	\$265.00
24	02-B Estella Maxey #5	1/1/2024	Smith	Johnny	1038 Adams , Waco, TX 76704	1/1/2024	\$248.00
25	02-B Estella Maxey #5	1/1/2024	Vaughn	David	1041 Adams , Waco, TX 76704	1/1/2024	\$309.00
26	02-B Estella Maxey #5	1/1/2024	Keys	Robert	1042 Adams , Waco, TX 76704	1/1/2024	\$249.00
27	02-B Estella Maxey #5	1/1/2024	Rivera Alvarez	Patricia	1043 Adams , Waco, TX 76704	1/1/2024	\$50.00
28	02-B Estella Maxey #5	1/1/2024	Wyatt	Edward	1044 Adams , Waco, TX 76704	1/1/2024	\$270.00
29	02-B Estella Maxey #5	1/1/2024	Cromer	Albert	1046 Adams , Waco, TX 76704	1/1/2024	\$294.00
30	02-B Estella Maxey #5	1/1/2024	Brown	Willie	1048 Adams , Waco, TX 76704	1/1/2024	\$270.00
31	02-B Estella Maxey #5	1/1/2024	Rauls	Norman	1050 Adams , Waco, TX 76704	1/1/2024	\$294.00
32	02-B Estella Maxey #5	1/1/2024	Danforth	Alice	1052 Adams , Waco, TX 76704	1/1/2024	\$412.00
33	02-B Estella Maxey #5	1/1/2024	Randolph	Sharita	1054 Adams , Waco, TX 76704	1/1/2024	\$270.00
34	02-B Estella Maxey #5	1/1/2024	Burks	Ollie	1058 Adams , Waco, TX 76704	1/1/2024	\$248.00
35	02-B Estella Maxey #5	1/1/2024	Wheaton	Jchonkeithiyah	1101 Adams , Waco, TX 76704	1/1/2024	\$50.00
36	02-B Estella Maxey #5	1/1/2024	Calhoun	Lottie	1107 Adams , Waco, TX 76704	1/1/2024	\$320.00
37	02-B Estella Maxey #5	1/1/2024	Galloway	Latrice	1108 Adams , Waco, TX 76704	1/1/2024	\$50.00
38	02-B Estella Maxey #5	1/1/2024	Smith	Natasha	1109 Adams , Waco, TX 76704	1/1/2024	\$96.00
39	02-B Estella Maxey #5	1/1/2024	Minnitt	Latasha	1114 Adams , Waco, TX 76704	1/1/2024	\$1,003.00
40	02-B Estella Maxey #5	1/1/2024	Eldridge	Kizzie	1115 Adams , Waco, TX 76704	1/1/2024	\$415.00
41	02-B Estella Maxey #5	1/1/2024	Mendez	Margarita	1116 Adams , Waco, TX 76704	1/1/2024	\$273.00
42	02-B Estella Maxey #5	1/1/2024	Horne	Fermis	1118 Adams , Waco, TX 76704	1/1/2024	\$511.00
43	02-B Estella Maxey #5	1/1/2024	Garcia	Juanita	1119 Adams , Waco, TX 76704	1/1/2024	\$305.00
44	02-B Estella Maxey #5	1/1/2024	Evans	Kathy	1124 Adams , Waco, TX 76704	1/1/2024	\$264.00
45	02-B Estella Maxey #5	1/1/2024	Calhoun	Willie	1128 Adams , Waco, TX 76704	1/1/2024	\$386.00

46	02-B Estella Maxey #5	1/1/2024	Dotson	Tenesha	1200 Adams , Waco, TX 76704	1/1/2024	\$50.00
47	02-B Estella Maxey #5	1/1/2024	Fontenot	Sasha	1201 Adams , Waco, TX 76704	1/1/2024	\$50.00
48	02-B Estella Maxey #5	1/1/2024	Anderson	Aricka	1208 Adams , Waco, TX 76704	1/1/2024	\$141.00
49	02-B Estella Maxey #5	1/1/2024	Jackson	Phylcia	1209 Adams , Waco, TX 76704	1/1/2024	\$238.00
50	02-B Estella Maxey #5	1/1/2024	Scott	Keyanna	1212 Adams , Waco, TX 76704	1/1/2024	\$50.00
51	02-B Estella Maxey #5	1/1/2024	Phillips	Amanda	1214 Adams , Waco, TX 76704	1/1/2024	\$50.00
52	02-B Estella Maxey #5	1/1/2024	Greer	Alice	1215 Adams , Waco, TX 76704	1/1/2024	\$265.00
53	02-B Estella Maxey #5	1/1/2024	Landrum	Helen	1216 Adams , Waco, TX 76704	1/1/2024	\$151.00
54	02-B Estella Maxey #5	1/1/2024	Young	Tavian	1219 Adams , Waco, TX 76704	1/1/2024	\$50.00
55	02-B Estella Maxey #5	1/1/2024	Alexander	Cassandra	1221 Adams , Waco, TX 76704	1/1/2024	\$646.00
56	02-B Estella Maxey #5	1/1/2024	Robinson	Billy	1223 Adams , Waco, TX 76704	1/1/2024	\$264.00
57	02-B Estella Maxey #5	1/1/2024	Young	Brittney	1225 Adams , Waco, TX 76704	1/1/2024	\$184.00
58	02-B Estella Maxey #5	1/1/2024	Waters	Janice	1230 Adams , Waco, TX 76704	1/1/2024	\$273.00

---

**SECTION 18 DEMOLITION/DISPOSITION APPLICATION**

**WACO HOUSING AUTHORITY – TX010**

**ESTELLA MAXEY – TX010000001**

**MELODY GROVE PHASE 1**

---

**Section 6.2 HOOK Summary of the Number of Individual Residents Displaced**

Based on the attached summary, an estimated 87 residents will be displaced as part of the Phase 1 redevelopment.



45	Marshall	George	M	85	Y	0	B	1009 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	N	Y
46	McCants	Dai' Quan	M	9				1212 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	N	N
47	McCants	Kadyn	M	12				1208 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	N	N
48	McCants	Loriana	F	7				1212 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	N	N
49	Mccants	Alakai	M	1				1212 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	N	N
50	McLennan	Carl	M	62	Y	1	B	1002 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	Y	Y
51	Mendez	Margarita	F	62	N	1	W	1116 Adams , Waco, TX 76704	Y	N	N	N	N	N	N	H	Y	N
52	Miles	Lula	F	61	N	1	B	1033 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	Y	N
53	Minnitt	Latasha	F	39	N	0	B	1114 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	N	N
54	Minnitt	Rashad	M	7				1114 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	N	N
55	Morris	Nikki	M	59	N	1	B	1011 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	Y	N
56	Mozee	Carol	F	62	Y	0	B	1016 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	N	Y
57	Peeler	Elijah	M	9				1225 Adams , Waco, TX 76704	Y	N	N	N	N	N	N	N	N	N
58	Phillips	Amanda	F	36	N	1	W	1214 Adams , Waco, TX 76704	Y	N	N	N	N	N	N	H	N	N
59	Randolph	Sharita	F	48	N	1	B	1054 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	Y	N
60	Rauls	Norman	M	75	Y	1	B	1050 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	Y	Y
61	Rivera Alvarez	Patricia	F	44	N	0	W	1043 Adams , Waco, TX 76704	Y	N	N	N	N	N	N	H	N	N
62	Robinson	Billy	M	75	Y	0	B	1223 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	N	Y
63	Rodriquez	Rodolfo	M	73	Y	0	W,D	1023 Adams , Waco, TX 76704	Y	N	N	N	N	N	Y	H	N	Y
64	Scott	Keyanna	F	31	N	0	B	1212 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	N	N
65	Simpson	Khloe	F	4				1225 Adams , Waco, TX 76704	Y	Y	N	N	N	N	N	N	N	N
66	Simpson	Kylie	F	1				1225 Adams , Waco, TX 76704	Y	N	N	N	N	N	N	N	N	N
67	Smith	Johnny	M	64	Y	1	B	1038 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	Y	Y
68	Stafford	Cherish	F	15				1114 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	N	N
69	Stafford	De'Marrius	M	17				1114 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	N	N
70	Sterling	Mary	F	76				1015 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	Y	Y
71	Taylor	Gary	M	65	Y	1	W	1017 Adams , Waco, TX 76704	Y	N	N	N	N	N	N	N	Y	Y
72	Vaughn	David	M	72	Y	1	B	1041 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	Y	Y
73	Wagoner	Hayden	F	0				1021 Adams , Waco, TX 76704	N	N	N	N	N	N	N	N	N	N
74	Wagoner	Heaven	F	2				1021 Adams , Waco, TX 76704	N	N	N	N	N	N	N	N	N	N
75	Walker	Alex	M	6				1201 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	N	N
76	Walker	Yvonne	F	8				1201 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	N	N
77	Washington	Katherine	F	79	Y	0	B	1035 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	N	Y
78	Waters	Janice	F	59	N	1	B	1230 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	Y	N
79	Waters	Kodar	M	12				1230 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	N	N
80	Way	Jhamirion	M	17				1115 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	N	N
81	Wheaton	Jchonkeithiyah	F	37	N	0	B	1101 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	N	N
82	Wilkerson-Jackson	Cornelius	M	6				1209 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	N	N
83	Wilkerson-Jackson	Ka'Licia	F	6				1209 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	N	N
84	Wilson	Darline	F	65	Y	1	B	1001 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	Y	Y
85	Wyatt	Edward	M	69	Y	0	B	1044 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	N	Y
86	Young	Brittney	F	29	N	0	W,B	1225 Adams , Waco, TX 76704	Y	N	N	N	N	N	N	N	N	N
87	Young	Tavian	F	29	N	0	B	1219 Adams , Waco, TX 76704	N	Y	N	N	N	N	N	N	N	N

---

**SECTION 18 DEMOLITION/DISPOSITION APPLICATION**

**WACO HOUSING AUTHORITY – TX010**

**ESTELLA MAXEY – TX010000001      MELODY GROVE PHASE 1**

---

**Section 6.0 HOOK Relocation**

Attached is a summary of the relocation plan for Estella Maxey Phase 1 Redevelopment.

# Estella Maxey Phase 1

## SAC Application #: TBD

### Relocation Plan/Counseling Services

<b>Owner:</b>	The Waco Housing Authority
<b>Developer:</b>	Integrand Development, LLC
<b>Management:</b>	NDC Asset Management, LLC
<b>Relocation Specialist:</b>	Custom Restoration Services, LLC
<b>Construction Timeline</b>	15 months
<b>Total Units</b>	79
<b># of Occupied Units</b>	58
<b># of Residents</b>	87
<b>TPV's Requested</b>	102
<b>Estimated Relocation Budget</b>	\$100,000

- **Construction**
  - Timeline – The redevelopment process will be completed in 15 months and will consist of the following:
  - Demo Plan - There are currently 29 buildings with 114 residential units on the proposed site.
    - The redevelopment plan will be to demolish 8 of the 29 buildings.
    - The redevelopment plan proposes to reduce the unit count to 79 total Units.
  - Rehabilitation – 79 Units
    - Phasing Plan
      - Phase 1 – 40 Units
      - Phase 2 – 39 Units
- **Relocation**
  - A Relocation Specialist has been engaged to provide a full relocation service for the needs of the residents. A copy of their agreement will be available upon request.
  - The Developer will coordinate meetings with the residents starting four (4) months prior to the start of the construction. Relocation Specialist will attend these meetings and educate the residents on the relocation process and services provided. The development team and property management team will attend these meetings as well.



- Each family occupying a unit will be relocated to a vacancy within the Waco Housing Authority portfolio. Every unit utilized for the relocation process will go through the Home Quality Survey (HQS) process to ensure they are up to HUD standards.
- Any family with ADA requirements will be moved to a suitable ADA unit within the Housing Authority's portfolio.
- Once units are complete, families will be relocated into their original locations, assuming families still qualify for the original unit size they were relocated from.

**Relocation Specialist Duties:**

- A. Coordinate with Property Manager, General Contractor, Developer and Housing Authority to create the construction phasing plan.
- B. Prepare the following relocation notices and other documentation required:

**Temporary Relocation Notices** - 30-day notices for residents moving to temporary units.

**Permanent Relocation Notices** - 30-day notices for residents moving to permanent locations (renovated units).

**Moving Day Notices** - 7-day notice of moving date with instructions for move.

- C. Formulate specific relocation plans for each occupied unit in coordination with Developer, Property Manager, and the General Contractor. Unit assignments for each phase showing where each resident will be housed during each specific phase will be prepared and will continue to be updated to reflect any changes in occupancy or any other issues affecting resident unit assignments.
- D. Conduct resident meetings on a regular basis and communicate the details on the construction process and the procedures to be implemented in regard to relocation. Q&A sessions for the residents will be a part of each meeting.
- E. Conduct one-on-one appointments with residents regarding renovations and delivery of thirty-day notices for relocation for the initial phase.
- F. Coordinate moving services for residents.
- G. Supervise initial on-site moving crews for relocation of residents.
- H. Coordinate reimbursement payments to residents for transfer fees. Reimbursement documentation will be promptly submitted once received by the person designated by the Developer and the Waco Housing Authority to handle issuance of reimbursement checks.
- I. Communicate any resident issues brought to the attention of the relocation company to the Developer, Property Manager, and the Waco Housing Authority for a resolution.

**Safety During Construction:**

Extreme caution will be taken during the planning and construction phase to accommodate a site that is active with tenants. Resident safety will be the primary concern of the Developer

during the redevelopment of the Waco Housing Authority's residential units. The construction areas will be fenced off and locked when trade workers are not actively working onsite. Onsite security will be hired to monitor the site during off hours. A full site safety plan will be approved prior to construction mobilization to include stabilized entrances and exits to each site, resident education, communication and 24/7 security.

---

**SECTION 18 DEMOLITION/DISPOSITION APPLICATION**

**WACO HOUSING AUTHORITY – TX010**

**ESTELLA MAXEY – TX010000001      MELODY GROVE PHASE 1**

---

**Section 6.8 Relocation Funding**

The relocation budget for Phases 1 of the Estella Maxey Redevelopment is outlined below.

<b>Melody Grove</b>			
<b>Relocation Budget</b>			
<b>Item</b>	<b>Per Unit</b>	<b># of Units</b>	<b>Total</b>
Move-Out's	\$ 500	40	\$ 20,000
Move-In's	\$ 500	79	\$ 39,500
Relocation Consulting	\$ 250	79	\$ 19,750
Misc.	\$ 136	79	\$ 10,750
<b>Total</b>			<b>\$90,000</b>

---

**SECTION 18 DEMOLITION/DISPOSITION APPLICATION**

**WACO HOUSING AUTHORITY – TX010**

**ESTELLA MAXEY – TX010000001**

**MELODY GROVE PHASE 1**

---

**Section 6.4 Comparable Housing Resources**

The comparable housing resources available to the Phase 1 residents will be another public housing unit at Estella Maxey.

Summary of Phase 1 Estella Maxey resident moves:

- 114 total units
- 56 vacant units at the time of application
  - These units vacated by natural attrition or residents were moved to units in Phase 2 or 3 of Estella Maxey.
- 40 units in Phase 1 will remain occupied during construction.
- 16 remaining households to be moved to Phase 2 and Phase 3 prior to closing.

---

## SECTION 18 DEMOLITION/DISPOSITION APPLICATION

### WACO HOUSING AUTHORITY – TX010

ESTELLA MAXEY – TX010000001

MELODY GROVE PHASE 1

---

#### Section 6.0 HOOK Explanation Supporting TPV Request

##### **Notice PIH 2023-07: TPV Eligibility.**

As part of HUD’s approval of a SAC application, a PHA may be eligible to receive Section 8 HCV assistance from HUD in the form of TPVs. The issuance of TPVs to a PHA does not occur with SAC approval of an application. Instead, the PHA must apply separately for TPVs in accordance with the current PIH funding notice for the HCV program.

HUD determines a PHA’s TPV award based on the relevant appropriations and other HUD-issued guidance (including the applicable year’s HCV funding notice). PIH Notice 2023-07 Section 5.a. states:

*TPVs are provided to protect HUD-assisted families from hardship as the result of a variety of actions that occur in HUD’s Public Housing (Low-Rent), Multifamily Housing portfolios, and Moderate Rehabilitation properties. Therefore, if the PHA applies for and is awarded replacement TPVs, it must offer the replacement TPVs in the form of tenant-based assistance (or as project-based assistance for certain conversion actions) to eligible families impacted by the conversion. HUD’s current policy is to also provide replacement TPVs for vacant units that were occupied by an assisted family in the previous 24 months. However, depending on demand and funding availability, HUD may need to subsequently suspend the allocation of replacement TPVs for vacant units, and/or may need to reduce the initial increment term and associated funding to cover a period that is less than 12 months. These actions, if necessary, would only apply to future TPV funding allocations. HUD will alert PHAs should any of these cost-saving measures need to be implemented.*

At the time of the Section 18 Dispo application to the SAC, WHA will have 58 of the 114 units occupied in Phase 1. WHA anticipates submitting a TPV request to HUD in June, 2024 for 102 units based on the 24-month vacancy allowance.

---

**SECTION 18 DEMOLITION/DISPOSITION APPLICATION**

**WACO HOUSING AUTHORITY – TX010**

**ESTELLA MAXEY – TX010000001**

**MELODY GROVE PHASE 1**

---

**Section 7.1, 7.2, 7.3, 7.4 Resident Consultation**

WHA and the Development Team held two resident meetings at Estella Maxey Apartments on January 17, 2024, at 10:00 AM and at 5:00 PM to talk about the Section 18 Demolition/Disposition program and the redevelopment of Estella Maxey Apartments. Thirty-two (32) residents attended.

The invitation was also sent to the three members of the WHA Resident Advisory Board.

Attached for your review are:

- The meeting notice to residents
- Meeting Agenda
- The meeting notes and questions and answers
- Sign in sheets



January 3, 2024

RESIDENT INFORMATION NOTICE (RIN)  
SECTION 18 DEMOLITION/DISPOSITION

You are invited to a resident meeting to talk about Waco Housing Authority's (WHA's) plans to redevelop Melody Grove Apartments and to convert the HUD subsidy from the public housing program to the Section 8 Project-Based Voucher (PBV) program.

There will be two meetings held on **Wednesday, January 17<sup>th</sup>**. The first meeting will be at **10:00 AM** and the second meeting will be at **5:00 PM**. Both meetings will be held in the **Estella Maxey Community Center**. The agenda for both meetings will be the same, so you only need to attend one of the meetings.

In February, WHA will be applying to HUD to convert the subsidy to Section 8 under the Section 18 Demolition/Disposition program for properties that are physically obsolete and in need of major renovations. The Section 8 program will make it easier for WHA to access money to redevelop Melody Grove and preserve it as affordable housing for the long-term.

Your Right to Information

With this letter, we have included "Attachment #1," which is a description of our current plans for Melody Grove. At the meeting, we will describe the Section 18 PBV program and our current ideas in more detail. If our Section 18 application to HUD is approved, we will have additional meetings with you about our plans.

The Section 18 conversion, and any relocation associated with it, must be implemented consistent with fair housing and civil rights requirements. If you need reasonable accommodation due to a disability, or have other questions about the Section 18 conversion, please contact Rebecca Ellis at (254) 752-0324 ext. 215 who will assist you. If you need to appeal a decision made by us, or if you think your rights are not being protected, you may contact David Pohler, a Division Director at HUD San Antonio at (210) 475-6860. We encourage you to come to the resident meetings to learn more about how the Section 18 conversion would impact Melody Grove Apartments and you.

Sincerely,

Milet Hopping  
President and CEO

**Attachment #1**  
**Current Plans for the Property**

**WHA plans to redevelop Estella Maxey now known as Melody Grove in 3 different phases. We are currently working with our Developer Integrand on this project. Integrand has been developing affordable housing properties for over 42 years. Below is a timeline of the planning tasks that will be completed:**

- Onsite walkthrough to determine the physical needs, resident needs and overall neighborhood character, the review will look at all demographics, including crime statistics, quality schools, employment opportunities, support services, community assets, etc.
- Follow Up meeting to develop consensus with regards to various development decisions.
- Develop overall strategic plan for each phase.
- Develop conceptual design concepts, preliminary financial proforma with soft and hard cost estimates.
- Begin implementation of first phase strategy.





Sign-in Sheet- Melody Grove (Estella Maxey) Resident Meeting  
 Wednesday, January 17, 2024 @ 10am

Name	Signature
Suanita N. Garcia	<i>Suanita N. Garcia</i>
Linda Chambers	<i>Linda Chambers</i>
Sambalki Thomas	<i>Sambalki Thomas</i>
Joey Conway	<i>Joey Conway</i>
Mr. Kevin E. Wilkins	<i>Kevin E. Wilkins</i>
Dorote "Dora"	<i>100014 Adams St</i>
Sammy Adams	<i>10251 Adams St</i>
Aliyah Busby	<i>1230 Delano St</i>
Mary Powell	<i>ST</i>
Tomie Jackson	<i>Kate Ross</i>
Sharon Anderson	<i>1607 East Street</i>
Luther Washington	<i>1077 Delano</i>

Name	Signature
Linda Gonzalez	Linda Gonzalez
Tanya Collins	Tanya Collins
Karla O Neal	Karla O Neal
Betty Henry	Betty Henry



Sign-in Sheet - Melody Grove (Estella Maxey) Resident Meeting  
 Wednesday, January 17, 2024 @ 5pm

Name	Signature
Jacquelyn Pate	Jacquelyn Pate
Patricia Pate	Patricia Pate
David LeVought	David LeVought
RALPH HARRIN	Ralph Harrin
Tina Lewis	Tina Lewis
Jordan Evans	Jordan Evans
William H. Taylor	William H. Taylor
Kem's Horne	Kem's Horne
Shelli A. Gross	Shelli A. Gross
APRIL ANKNEY	April Ankney
Melvin Collins	Melvin Collins
YOLANDA SARAZAN	Yolanda Sarazan
Michael Calvin	Michael Calvin

*Melody Grove Resident Meeting Agenda  
Section 18 Demolition/Disposition  
January 17, 2024 - 10:00 AM ET and 5:00 PM ET*

- Welcome and Introductions
- Overview of past meetings and where things stand now.
- What is Section 18 and Repositioning?  
Section 18 refers to Section 18 of the National Housing Act that allows public housing agencies (PHAs) to dispose of (sell) their public housing property to another ownership entity in order to switch from public housing federal assistance to Section 8 federal assistance.

Public housing across the country needs more than \$36 billion in repairs and many do not have enough money to keep units in good condition. Many PHAs, including Waco Housing Authority, use Section 18 as an opportunity to rehabilitate, redevelop, and stabilize their properties, preserving the affordability and housing assistance for the long-term.

A physical condition assessment was completed for Melody Grove and concluded that the property is obsolete and therefore eligible for demolition and higher rental subsidy under Section 18 post-conversion.

- How does Section 18 work?  
Section 18 allows PHAs to convert a public housing property's HUD funding to **Section 8 project-based voucher (PBV) assistance**. This conversion of funding to long-term Section 8 contracts lets PHAs make needed renovations while ensuring long-term affordability for these units. PHAs must submit applications to HUD to get approval to convert their public housing funding to PBV contracts.
- What does a PBV mean?  
PBV assistance means that the Section 8 subsidy is attached to specific units at Melody Grove. The Section 8 subsidy stays with the unit even after a tenant moves out. If you live in a PBV unit, you have a right to request tenant-based rental assistance after the first year of occupancy. Your name will be placed at the top of the Section 8 Tenant-Based waitlist, but you may have to wait for the tenant-based assistance to become available. Tenant-based rental assistance is typically a tenant-based HCV (see next question). Once you get tenant-based assistance, you may move to a unit of your choice anywhere in the country.
- Will Section 18 Affect My Housing Assistance?  
Yes. Under Section 18, your current Public Housing lease will end and you will sign a Section 8 lease. WHA will make every effort to rehouse all existing residents at Melody Grove once the construction is completed. WHA will screen your household prior to moving back into your permanent unit at Melody Grove for Section 8 PBV program. If your household income is less than 80% of the AMI for your household size, you are eligible for Section 8 housing assistance.

	<b>2023 McLennan County Income Limits</b>
--	---

Persons in the Family	1	2	3	4	5	6
80% of AMI	\$41,450	\$47,400	\$53,300	\$59,200	\$63,950	\$68,700

If you are determined ineligible under Section 8 PBV requirements, WHA will offer you another form of comparable housing at the same rental rate. Examples of other types of comparable housing are another public housing unit, PHA-owned units that receive a state subsidy, a Tenant Protection Voucher in a private unit, and/or PHA-operated units that receive no federal or state/local subsidy but are rent-controlled.

- Will Section 18 affect my rent?  
In most cases your rent will not increase. Individuals who were previously paying a flat rent as a Public Housing resident may experience a rent increase because Section 8 rents are income-based. You will pay 30 percent of your monthly adjusted income for rent and utilities. WHA will meet individually with any resident who might experience a rent increase.
- Do I need to move during construction?  
Maybe. Whether you must move during construction will depend on which unit you are currently living in and the construction schedule. The cost of relocation will be paid for by WHA.
- Will I be able to move back to Melody Grove once construction is completed?  
As previously mentioned, the goal is for every household currently living at Melody Grove to be able to return to a unit in Phase 1, 2, or 3 of the redevelopment. It is possible that a few households will not be able to return to Melody Grove due to household size. In this case, WHA will meet with the families individually to find comparable housing at the same rent level in another location.
- Will Section 18 affect my rights?  
When the property converts, you will sign a new Section 8 lease. The resident rights under a Section 8 lease are similar, but not identical to public housing. Make sure you read through your new lease and ask questions if you are uncertain.
- Does Section 18 affect where I can choose to live?  
Once Melody Grove has converted to Section 8, residents will have a new “choice mobility” option, which will allow you to request a Housing Choice Voucher (HCV) that the household can use to select a rental unit in the private market. Under the PBV program, you can request an HCV after living in a Section 18 property for one year. Once a voucher become available, you can move to anywhere in the U.S.
- How can I be involved?  
Prior to participating in Section 18, HUD requires WHA to:
  - Notify all residents at the property about their Section 18 plans, and
  - Conduct at least two (2) meetings with residents.

These meetings are an opportunity for you to discuss the proposed conversion plans with WHA, ask questions, express concerns, and provide comments. These meetings are also an

opportunity to tell WHA what you think needs to be repaired at the property. WHA can then consider that information when developing plans for the redevelopment of Melody Grove.

In addition to these resident meetings, your Resident Advisory Board (RAB) will also be consulted and have an opportunity to make recommendations on WHA's Section 18 conversion plans during the PHA Plan public hearing process.

- Next Steps
  - Submit the Section 18 application to HUD in February
  - Get HUD approval to convert to Section 8 in late spring.
  - Begin relocation of remaining residents.
  - Close on the financing in the summer.
  - Begin construction late summer.
  
- Q&A



## MELODY GROVE RESIDENT MEETING MINUTES January 17, 2024, 10am and 5pm Estella Maxey Community Center

- Welcome
- Milet Hopping Greeting
- Overview of past meetings and where things stand now.  
In February, WHA will be applying to HUD to convert the subsidy to Section 8 under the Section 18 Demolition/Disposition program for properties that are physically obsolete and in need of major renovations. The Section 8 program will make it easier for WHA to access money to redevelop Melody Grove and preserve it as affordable housing for the long-term. The Section 18 conversion, and any relocation associated with it, must be implemented consistent with fair housing and civil rights requirements.
- What is Section 18 and Repositioning?  
Section 18 refers to Section 18 of the National Housing Act that allows public housing agencies (PHAs) to dispose of (sell) their public housing property to another ownership entity in order to switch from public housing federal assistance to Section 8 federal assistance.  
  
Public housing across the country needs more than \$36 billion in repairs and many do not have enough money to keep units in good condition. Many PHAs, including Waco Housing Authority, use Section 18 as an opportunity to rehabilitate, redevelop, and stabilize their properties, preserving the affordability and housing assistance for the long-term.  
  
A physical condition assessment was completed for Melody Grove and concluded that the property is obsolete and therefore eligible for demolition and higher rental subsidy under Section 18 post-conversion.
- How does Section 18 work?  
Section 18 allows PHAs to convert a public housing property's HUD funding to Section 8 project-based voucher (PBV) assistance. This conversion of funding to long-term Section 8 contracts lets PHAs make needed renovations while ensuring long-term affordability for these



units. PHAs must submit applications to HUD to get approval to convert their public housing funding to PBV contracts.

- What does a PBV mean?  
PBV assistance means that the Section 8 subsidy is attached to specific units at Melody Grove. The Section 8 subsidy stays with the unit even after a tenant moves out. If you live in a PBV unit, you have a right to request tenant-based rental assistance after the first year of occupancy. Your name will be placed at the top of the Section 8 Tenant-Based waitlist, but you may have to wait for tenant-based assistance to become available. Tenant-based rental assistance is typically a tenant-based HCV (see next question). Once you get tenant-based assistance, you may move to a unit of your choice anywhere in the country.
- Will Section 18 Affect My Housing Assistance?  
Yes. Under Section 18, your current Public Housing lease will end and you will sign a Section 8 lease. WHA will make every effort to rehouse all existing residents at Melody Grove once the construction is completed. WHA will screen your household prior to moving back into your permanent unit at Melody Grove for Section 8 PBV program. If your household income is less than 80% of the AMI for your household size, you are eligible for Section 8 housing assistance.

#### 2023 McLennan County Income Limits

80% of AMI	\$41,450	\$47,400	\$53,300	\$59,200	\$63,950	\$68,700
------------	----------	----------	----------	----------	----------	----------

If you are determined ineligible under Section 8 PBV requirements, WHA will offer you another form of comparable housing at the same rental rate. Examples of other types of comparable housing are another public housing unit, PHA-owned units that receive a state subsidy, a Tenant Protection Voucher in a private unit, and/or PHA-operated units that receive no federal or state/local subsidy but are rent-controlled.

- Will Section 18 affect my rent?  
In most cases your rent will not increase. Individuals who were previously paying a flat rent as a Public Housing resident may experience a rent increase because Section 8 rents are income-based. You will pay 30 percent of your monthly adjusted income for rent and utilities. WHA will meet individually with any resident who might experience a rent increase.
- Do I need to move during construction?  
Maybe. Whether you must move during construction will depend on which unit you are currently living in and the construction schedule. The cost of relocation will be paid for by WHA.
- Will I be able to move back to Melody Grove once construction is completed?  
As previously mentioned, the goal is for every household currently living at Melody Grove to be able to return to a unit in Phase 1, 2, or 3 of the redevelopments. It is possible that a few households will not be able to return to Melody Grove due to household size. In this case, WHA will meet with the families individually to find comparable housing at the same rent level in another location.



- Will Section 18 affect my rights?  
When the property is converted, you will sign a new Section 8 lease. The resident rights under a Section 8 lease are similar, but not identical to public housing. Make sure you read through your new lease and ask questions if you are uncertain.
- Does Section 18 affect where I can choose to live?  
Once Melody Grove has converted to Section 8, residents will have a new “choice mobility” option, which will allow you to request a Housing Choice Voucher (HCV) that the household can use to select a rental unit in the private market. Under the PBV program, you can request an HCV after living in a Section 18 property for one year. Once a voucher become available, you can move to anywhere in the U.S.
- How can I be involved?  
Prior to participating in Section 18, HUD requires WHA to:  
Notify all residents at the property about their Section 18 plans, and  
Conduct at least two (2) meetings with residents.

These meetings are an opportunity for you to discuss the proposed conversion plans with WHA, ask questions, express concerns, and provide comments. These meetings are also an opportunity to tell WHA what you think needs to be repaired at the property. WHA can then consider that information when developing plans for the redevelopment of Melody Grove.

In addition to these resident meetings, your Resident Advisory Board (RAB) will also be consulted and have an opportunity to make recommendations on WHA’s Section 18 conversion plans during the PHA Plan public hearing process.

- Next Steps
- Submit the Section 18 application to HUD in February
- Get HUD approval to convert to Section 8 in late spring.
- Begin relocation of remaining residents.
- Close on the financing in the summer.
- Begin construction late summer.

- Questions and Answers

1. Will there be a vent in the bedroom?
  - a. Yes, we are looking at all that. There is not a final floor plan just yet.
2. Will there be washer/dryer connections in each unit?
  - a. Yes
3. What about your own washer/dryer? Can we use what we already own?
  - a. Yes, but you will be responsible for any repairs if it is your own.
4. What is the age cutoff for seniors?
  - a. 62
5. When will I be required to move?
  - a. You will be notified 30 days in advance
6. What do you mean available units?
  - a. If you are senior eligible to move to Adams street and there is a unit available you will be able to move.
7. What will be the bedroom sizes on Adams St?
  - a. One's and two's
8. What about mailboxes?
  - a. We are looking into that, you will have mailboxes.
9. Will there be a pool on site for children?
  - a. No
10. Reminder: Adams St is seniors only.
11. Reminder: update your leases; all households will be right-sized but this cannot occur if you do not tell us who is living in your unit and they are not on your lease.
12. If you don't live on Adams St currently how do you get on Adams St?
  - a. If you are 62 and older and qualify and if there is a unit available.
13. Will you still cater to seniors who don't live on Adams St?
  - a. Yes
14. Will there be parking for each unit?
  - a. Yes
15. Will there still be concrete walls (on the inside of the units)?
  - a. We are still looking into all that. There is no final floor plan yet
16. How big will the 1 bedroom units be?
17. Resident comment: safety is the top priority.
18. When will this start (construction, relocation)?
  - a. On Adams, the goal is July.
19. Can I move to Kate Ross if I don't want to live on another part of Estella Maxey?
  - a. Yes, you can place your name on a list and when a unit is available you can move.

---

**SECTION 18 DEMOLITION/DISPOSITION APPLICATION**

**WACO HOUSING AUTHORITY – TX010**

**ESTELLA MAXEY – TX010000001**

**MELODY GROVE PHASE 1**

---

**Section 8.2 Exception to the Offer of Sale to Residents**

WHA is requesting an exemption from the requirement to offer a sale of Estella Maxey Apartments to its residents in accordance with 970.9(b)(3)(ii): PHA seeks disposition to develop (maintain) a facility (housing) to benefit low-income families.

**WACO HOUSING AUTHORITY**

**RESOLUTION # 3883**

**RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE WACO HOUSING AUTHORITY AND ITS AFFILIATES (THE "AUTHORITY") TO (A) WORK COOPERATIVELY WITH ELLIS LIPSCOMB LLC OR ITS AFFILIATE FOR THE PURPOSES OF ACQUIRING AND OPERATING A DEVELOPMENT LOCATED AT APPROXIMATELY 1402 GHOLSON RD WACO, TX 76704, MCLENNAN COUNTY, TEXAS (THE "PROJECT") BY NEGOTIATING AND EXECUTING A MEMORANDUM OF UNDERSTANDING WITH REGARD TO THE PROJECT; AND (B) SUCH OTHER ACTIONS NECESSARY OR CONVENIENT TO CARRY OUT THIS RESOLUTION.**

WHEREAS, the Authority and Ellis Lipscomb LLC, a Texas limited liability company (“Developer”) desire to enter into a Memorandum of Understanding (the “MOU”), pursuant to which the Authority and Developer will agree to work cooperatively to develop a multifamily apartment development to be approximately 160 residential units for persons located at 1402 Gholson Rd Waco, TX 76704, McLennan County, Texas known as Liberty Villages (the “Project”);

WHEREAS, the Project will be constructed on a land parcel that is approximately Thirty-Five (35) acres with the expectation that some acres will be deducted or released for other phases;

WHEREAS, the Authority has determined that the actions herein authorized are in furtherance of the purposes of the Authority;

Now, therefore, the Board hereby adopts the following resolutions:

BE IT RESOLVED, that the President and Chief Executive Officer of the Authority and/or his/her designee is hereby authorized to do the following:

Negotiate, review, approve and execute the MOU and any and all documents the President and Chief Executive Officer of the Authority shall deem appropriate or necessary, and the approval of the MOU and any and all other documents herein described by the President and Chief Executive Officer of the Authority shall be conclusively evidenced by his/her execution and delivery thereof; and

BE IT FURTHER RESOLVED, that all acts, transactions, or agreements undertaken prior hereto by the President and Chief Executive Officer of the Authority and/or his/her designee, in connection with the foregoing matters, are hereby ratified and confirmed as the valid actions of the Authority, effective as of the date such actions were taken; and

BE IT FURTHER RESOLVED, that the designee of the President and Chief Executive Officer of the Authority, is hereby authorized and directed for and on behalf of, and as the act and deed of the Authority, to take such further action in the consummation of the transactions herein contemplated and to do any and all other acts and things necessary or proper in furtherance thereof,

as the designee of the President and Chief Executive Officer of the Authority shall deem to be necessary or desirable, and all acts heretofore taken by the designee of the President and Chief Executive Officer of the Authority to such end are hereby expressly ratified and confirmed as the acts and deeds of the Authority.

These resolutions shall be in full force and effect from and upon their adoption.

*[Remainder of page intentionally left blank for signature]*

PASSED this 8th day of February 2024.

---

CHAIR

ATTEST:

---

Secretary

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
WACO HOUSING AUTHORITY  
AND  
ELLIS LIPSCOMB LLC  
  
LIBERTY VILLAGES PHASE I**

This Memorandum of Understanding (“**MOU**”) is between the WACO HOUSING AUTHORITY, a municipal housing authority organized under Chapter 392 of the Texas Local Government Code (the “**Agency**”), and ELLIS LIPSCOMB LLC, a Texas limited liability company (the “**Developer**”), and is dated effective as of January \_\_\_, 2024 (the “**Effective Date**”).

Developer is a developer of multifamily housing. The Agency is a local tax-exempt governmental entity whose mission is to provide safe, decent and sanitary housing for low-income persons and to manage resources efficiently and effectively. The Agency has a current need for affordable housing for low- and moderate-income individuals and families. Developer and the Agency hereby agree to work cooperatively to develop a mixed-income housing project at the following location, which is within the City of Waco, Texas, in accordance with the terms of this MOU:

To-be-constructed multifamily residential development to be known as Liberty Villages Phase I, intended for general occupancy and containing approximately 162 residential units (the “**Project**”). The Project will be constructed on approximately 35 acres of land located at 1402 Gholson Rd., Waco, Texas 76704 (the “**Land**”, and together with the Project, the “**Property**”). The Project is to be operated as a mixed-income development at the following rent schedule:

- At least 17% of the total units in the Project (the “**80% AMI Affordable Units**”) will be reserved for occupancy by individuals and families earning less than eighty percent (80%) of the area median family income (“**80% AMI**”), adjusted for family size and taking into account, for this purpose, the combined incomes of each unit occupant residing in an 80% AMI Affordable Unit. 80% AMI shall be as established annually by the US Department of Housing and Urban Development (“**HUD**”) and calculated using the Novogradac Rent and Income Limit Calculator (the “**Calculator**”) for the applicable year with rent calculations based on “AMI” and Imputed Persons Per Bedroom for Rent Limited Calculations set to “1 Person/1 Bedroom + 1” and the applicable family size selected for the respective household leasing a particular 80% AMI Affordable Unit (the “**80% Applicable Median Income**”). The 80% AMI Affordable Units shall be leased at a monthly rate that shall not exceed 30% multiplied by the 80% Applicable Median Income, without regard to utility allowances (the “**80% Rent Restriction**”).
- At least 17% of the total units in the Project (the “**60% AMI Affordable Units**”) will be reserved for occupancy by individuals and families earning no more than sixty percent (60%) of the area median family income (“**60% AMI**”), adjusted for family size and taking into account, for this purpose, the combined incomes of each unit occupant residing in the 60% AMI Affordable Unit. 60% AMI shall be as established annually by HUD and calculated using the Calculator for the applicable year with rent calculations based on “AMI” and Imputed

Persons Per Bedroom for Rent Limit Calculations set to “1 Person/1 Bedroom + 1” and the applicable family size selected for the respective household leasing a particular 60% AMI Affordable Unit (the “**60% Applicable Median Income**”). The 60% AMI Affordable Units shall be leased at a monthly rate that shall not exceed 30% multiplied by the 60% Applicable Median Income, without regard to utility allowances (the “**60% Rent Restriction**”).

- At least 16% of the total units in the Project will be reserved for occupancy by Housing Choice Voucher Program (“**HCVP**”) voucher holders and, with respect to any unit leased to a qualifying HCVP voucher holder, rented to such applying HCVP voucher holder, at a contracted rent that shall not exceed the Housing Choice Payment Standard for the applicable year as published by the Agency (the “**HCVP Affordable Units**”, and collectively with the 80% AMI Affordable Units and the 60% AMI Affordable Units, the “**Affordable Units**”); provided, that if an HCVP Affordable Unit becomes vacant and an HCVP voucher holder does not apply to rent such unit in the 30 days after the date of vacancy, the Company (as hereinafter defined) is not required to hold the unit open and may rent to a household that otherwise qualifies for an Affordable Unit so long as, once a qualifying HCVP voucher holder has made application to rent at the Project, the next available HCVP Affordable Unit is leased to such qualifying HCVP voucher holder at rental rates not to exceed the Housing Choice Payment Standards for the applicable year as published by the Agency. The tenant portion of the rental rate for HCVP Affordable Units shall not exceed 30% multiplied by the Applicable Median Income, as determined by the Agency in its sole and absolute discretion, and as calculated in accordance with the Calculator without regard to utility allowances (the “**HCVP Rent Restriction**”, and collectively with the 80% Rent Restriction and 60% Rent Restriction, the “**Affordability Restrictions**”).
- For the avoidance of doubt, the Affordability Restrictions and rental limitations shall be adjusted based upon family size.
- No greater than fifty percent (50%) of the units in the Project may be leased at market rates without Affordability Restrictions in place (the “**Market Units**”).
- The unit mix at the Project is currently projected to be as set forth below. Subject to the Agency’s approval, the unit mix may be modified during the course of development of the Project; provided that any changes to the number of units shall be consistent with the dispersion described below:

	60% AMI	80% AMI	HCVP	Market	Total
1 Bedroom	3	3	2	10	18
2 Bedrooms	4	4	4	12	24
3 Bedrooms	13	13	12	40	78
4 Bedrooms	7	7	7	21	42
Totals	27	27	25	83	162
Percentages	17%	17%	16%	50.00%	100.00%



In order to accomplish this purpose, the parties agree as follows:

## **AGREEMENTS:**

### **A. Ownership Structure.**

1. Developer will form Liberty Village, LLC, a Texas limited liability company (the “**Company**”) for the purpose of owning the Project.

2. An affiliate of the Agency to be known as WPFC Liberty Villages I MM, LLC, a Texas limited liability company (the “**Managing Member**”), will serve as the sole managing member of the Company, and shall have primary responsibility for the management of the Company and will own a 0.01% membership interest therein.

3. An affiliate of the Developer to be known as Liberty Villages I SM, LLC, a Texas limited liability company (the “**Special Member**”), will serve as the special member of the Company, owning at least a 99.99% membership interest therein, with approval rights over certain actions by the Managing Member commensurate with the Special Member’s investment in the Property and as more particularly described in Section A.4. below.

4. The Company will be governed by a limited liability company agreement (the “**Company Agreement**”) setting forth the duties of the Managing Member and Special Member (collectively, the “**Members**”), to be entered into at the Construction Loan Closing (as hereinafter defined) between the Members and any other entity which the parties may agree to admit to the Company as a member (if applicable), containing terms to be negotiated by the parties thereto in accordance with this MOU. The Company Agreement (a) will contain such usual and customary terms for limited liability companies formed for the acquisition, financing, ownership, development, management, leasing and sale of the Project, including, without limitation, provisions for limitation on transfer of partnership interests, and delivery of periodic financial and other reports as may be reasonably required by the Agency or its affiliates, and (b) shall in all cases provide Special Member with certain consent, oversight and approval rights over certain Company affairs (provided that any such rights must be agreed to by the Agency), including, without limitation, prior approval of the following:

- (i) Any decision to institute proceedings on behalf of Company to be adjudicated bankrupt or insolvent;
- (ii) The institution of bankruptcy or insolvency proceeds against the Company;
- (iii) Filing any petition seeking, or consenting to, reorganization or relief under any applicable federal or state law related to bankruptcy on behalf of the Company;
- (iv) Any assignment for the benefit of creditors on behalf of the Company;

- (v) Admission in writing of the Company's inability to pay its debts generally as they become due;
- (vi) Otherwise seeking relief on behalf of the Company under any laws relating to the relief from debts or the protection of debtors generally;
- (vii) The dissolution or liquidation of the Company, including becoming a party to any merger or consolidation;
- (viii) Any amendments to the Company Agreement;
- (ix) The replacement, removal, appointment or withdrawal of Managing Member, except as may be permitted under the Company Agreement;
- (x) The use and disposition of any insurance or condemnation proceeds payable to the Company or the Property;
- (xi) The admission of non-affiliated, new members to the Company;
- (xii) The removal or replacement of the Property Manager (as hereinafter defined);
- (xiii) any capital improvement plans;
- (xiv) The hiring and dismissal of any third-party contractors or vendors with regard to operation or management of the Project or any related matters;
- (xv) The delivery of books, records, statements, schedules and reports required under the documents evidencing the Mortgage Loan (as hereinafter defined);
- (xvi) Any disclosures in connection with any request for any actions or consent by Lender (as hereinafter defined);
- (xvii) The incurrence by the Company of any reasonable costs relating to any audit under any deed of trust encumbering the Property (subject to the terms of the Mortgage Loan);
- (xviii) The Company becoming subject to any bankruptcy or any organization, receivership, insolvency proceeding or similar proceeding pursuant to any federal or state law affecting debtor or creditor rights (subject to the terms of the Mortgage Loan);
- (xix) The disposition of all rents and other proceeds after an event of default under any document evidencing the Mortgage Loan or any document relating to Special Member's investment in the Company; and
- (xx) Approval of any budget(s).

5. Special Member shall have exclusive control over the decision to refinance the Mortgage Loan, subject to the consent of the Managing Member, which consent shall not be unreasonably withheld, conditioned, or delayed so long as (i) neither Agency nor any affiliate thereof is required to serve as a guarantor, key member, key principal or key person, (ii) Agency and Managing Member are not subject to any springing member provisions, and (iii) the refinancing documents do not impose any new material obligations on Agency or Managing Member not included in the current Mortgage Loan (iv) the loan to value ratio is no greater than 90%, and (v) the debt service coverage ratio is at least 1.15 to 1.00.

6. The Members' execution of the Company Agreement shall be subject to the following terms:

(i) Managing Member's representations shall be limited to those within Managing Member's actual knowledge and in no case shall due inquiry be required, it being understood and agreed that the Agency nor Managing Member will be looked upon by Special Member to conduct Project-related diligence, and any such diligence conducted by the Agency or Managing Member is solely for its own benefit;

(ii) Managing Member and the Agency shall be indemnified by the Special Member, Developer, and Company for any actual damages and/or actual liabilities in connection with or arising out of any default or material breach by the Developer or any of its or their respective affiliates thereof under the Company Agreement, except for liabilities incurred as a result of the direct acts, actions or omissions of Managing Member and/or Agency and/or as a result of Managing Member's and/or Agency's gross negligence or willful misconduct and in no event shall such indemnification be contingent upon a ruling of a court of law, all as shall be more specifically set forth in the Company Agreement;

(iii) Managing Member shall not be required to covenant to undertake actions or obligations that Special Member will be required to take under the Company Agreement;

(iv) The Company Agreement shall contain a provision wherein Special Member acknowledges that the obligations of Managing Member under the Company Agreement are obligations solely of Managing Member and not the affiliates of Managing Member or Agency;

(v) Agency and its affiliates with the Project will be included as additional insured on all applicable insurance policies;

(vi) Special Member has the right to prevent or cure, on behalf of the Company, any action or inaction reasonably likely to cause (I) a default under any agreement to which the Company is a party, and (II) the inability of the Company to punctually perform any obligations for which Special Member or an affiliate thereof provided guarantees under any agreements in connection with the financing of the Company or Property;

(vii) Special Member shall also have the right to ensure the Company's performance under any documents evidencing the Mortgage Loan or any subsequent mortgage loan on the Property, and all correspondence and communication with Lender or any subsequent lender to the Company, including (I) the delivery of any books, records, statements, schedules and reports required by such lender, (II) any disclosures required in connection with a request for action or consent by such lender, (III) the

incurrence by the Company of any reasonable costs relating to any audit under any deed of trust or mortgage encumbering the Property, and (IV) maintenance of insurance of the Company and Property;

(viii) Special Member shall have the responsibility for the administration of all insurance coverage; and

(ix) Managing Member shall be prohibited from (i) taking any action that would cause a default under the Mortgage Loan Documents or cause or create a loss, claim or additional liability for any guarantor under the Mortgage Loan Documents, and (ii) issuing additional membership interests in the Company or Managing Member or taking any action that would bind the Company to issue additional membership interests in the Company or Managing Member.

**B. Acquisition; Ground Lease; Ad Valorem Tax Exemption; Regulatory Agreement.**

1. Acquisition; Ground Lease. An entity under the Developer’s control currently holds title to the Land for the Project. At the Construction Loan Closing, title to the Land shall be taken in the name of the Agency and the Agency shall then enter into a 99-year ground lease (the “**Ground Lease**”), as landlord, with the Company, as tenant. Funding for the acquisition of the Land will be paid to the Agency in the form of an upfront Ground Lease payment, the amount of which will be equal to the Acquisition Fee (as hereinafter defined). The improvements, fixtures and personal property pertaining thereto shall be owned by the Company. Upon termination of the Ground Lease, ownership of the improvements constituting the Project shall revert to the Agency. The terms and provisions of the Ground Lease will be subject to the approval of the Developer, which approval shall not be unreasonably withheld, conditioned or delayed. The parties understand that the Property will serve as collateral for the Mortgage Loan (as hereinafter defined), and the Agency will cooperate in providing a first lien and security interest in the Property as reasonably requested by the Lender.

2. Ad Valorem Tax Exemption. The ownership structure contemplated herein and Affordability Restrictions are expected to generate a 100% ad valorem tax exemption for the Property (the “**Exemption**”). Prior to entering into the Ground Lease, the parties on behalf of the Company, will work with the McLennan County Appraisal District (“**MCAD**”) to obtain confirmation of the availability of such Exemption, as set forth in a tax exemption predetermination letter. The parties will work together to ensure that a substantially final Company Agreement, Ground Lease, and Regulatory Agreement (as hereinafter defined) are submitted to MCAD timely to facilitate the goal of receiving a predetermination letter from MCAD before Construction Loan Closing. Provision of the Exemption is required in connection with Construction Loan Closing. If the Exemption is lost for any reason other than the negligence or willful misconduct of the Company, the Developer or an affiliate of the Developer, or the failure of the Property Manager to operate the Project in accordance with the Affordability Restrictions, the Managing Member will forfeit its interest in the Company and the Land will be deeded from the Agency to the Company free and clear of the Ground Lease and the Regulatory Agreement, with Developer or a Developer-related entity paying for the transfer costs. Notwithstanding anything herein to the contrary, in the event that the Exemption is lost for any reason, the Managing Member and/or the Agency shall be given one (1) year from the date of the loss of the Exemption to cause the Exemption to be reinstated. In the event the reinstatement of the Exemption is reasonably anticipated after such one (1) year period, so long as the Managing Member and/or Agency continues to pursue such reinstatement diligently and in good faith and for so long as the reinstatement of the Exemption can continue to be

reasonably anticipated, Managing Member and/or Agency shall be afforded such additional time as may be necessary to accomplish the reinstatement of the Exemption.

3. Regulatory Agreement. The Company and Agency shall execute a “**Regulatory Agreement**” to (i) memorialize the Affordability Restrictions applicable to the Affordable Units at the Project, and (ii) ensure the Project’s use and operation satisfy the Affordability Restrictions and requirements related to the Exemption for the duration of the term of such Regulatory Agreement; and cause such Regulatory Agreement to be recorded in the official land records of McLennan County, Texas. The Regulatory Agreement will provide that the Company shall not discriminate against tenants and prospective tenants based upon source of income and the Project shall accept tenant-based vouchers under the HCVP. For the purposes of this Section, “source of income” means lawful, verifiable income paid directly to a tenant or paid to a representative of a tenant, or paid to a housing owner or landlord on behalf of a tenant, including federal, state, or local public assistance and federal, state, or local housing subsidies, including but not limited to, federal housing assistance vouchers under Section 8 of the United States Housing Act of 1937 (42 U.S.C. Sec. 1437f). The Regulatory Agreement shall be for a term of no less than fifteen (15) years; provided, however, that the Regulatory Agreement may be terminated at any time for a loss of the Exemption pursuant to Section B.2.

The Regulatory Agreement will provide that if at any time the Project ceases to satisfy the Affordability Restrictions due to vacancy, required repairs, or an increase in the income of a household occupying an Affordable Unit (each of the forgoing, a “**Temporary Occurrence**”), the Company will have sixty (60) days to re-achieve the Affordability Restrictions. In such case, the Company will not be required to evict or otherwise displace any tenant for the purpose of achieving the Affordability Restrictions if at the onset of such Temporary Occurrence, either (x) the Project is less than one hundred percent (100%) occupied and at least fifty percent (50%) of the units in the Project are reserved for households satisfying the Affordability Restrictions and such reserved units are actually leased to households satisfying the Affordability Restrictions as soon as possible, or (y) the Project is one hundred percent (100%) occupied, and the next available unit(s) at the Project are actually leased to households that would cause the Project to satisfy the Affordability Restrictions until such time as the Affordability Restrictions are re-achieved. Further, the Regulatory Agreement will provide that if upon annual recertification it becomes evident that a household occupying an 80% AMI Affordable Unit no longer qualifies to occupy such unit, such unit shall immediately cease to be characterized as an 80% AMI Affordable Unit, and a Temporary Occurrence shall exist. If upon annual recertification it becomes evident that a household occupying a 60% AMI Affordable Unit no longer qualifies to occupy such unit, such unit shall immediately cease to be characterized as a 60% AMI Affordable Unit, but may be re-characterized as an 80% AMI Affordable Unit if the household so qualifies.

The Regulatory Agreement shall further provide that (i) the Market Units and Affordable Units shall be evenly distributed throughout the Project; (ii) the renovations, if any, furnishings, fixtures, and equipment available to or completed in the Affordable Units shall be of comparable and equivalent standard to those available to or completed in the Market Units; and (iii) the Partnership shall not discriminate against tenants or prospective tenants based on source income, including Section 8 Housing Choice Vouchers.

C. **Purchase Option.**

1. On terms to be more explicitly set forth in the Ground Lease, the Agency will receive an option (the “**Option**”) to acquire the Project during the term of the Ground Lease, including without limitation the Company’s leasehold interest in the Land (collectively, the “**Tenant’s Property**”), (i) on any date thirty (30) days after the Agency delivers written notice to Company of the Agency’s intent to exercise the Option (the “**Option Exercise Notice**”), and (ii) upon the Company’s receipt of the Purchase Price (as hereinafter defined). The “**Purchase Price**” for the Tenant’s Property pursuant to the Option shall be set forth hereinbelow:

(a) **Price Formula.** An amount, determined by accountants mutually agreed to by the Agency and Company, equal to the greater of (i) the fair market value of the Tenant’s Property as determined in accordance with subsection (b) below, or (ii) an amount, on an after tax basis, equal to the diminution of economic value to the Special Member as a result of the purchase of the Tenant’s Property by the Agency, which shall include (A) all capital contributions of any members of the Company, (B) the outstanding balance of all loans made to the Company by its members and the Lender, which will not otherwise be repaid at the time of the purchase, (C) a 15% IRR on Special Member’s capital contributions, and (D) all costs and expenses incurred by or on behalf of the Company’s members with respect to (1) admission to the Company, (2) such member’s activities with respect to the Project prior to the Agency’s purchase of the Tenant’s Property under this Option, and (3) an amount to distribute to the Company’s members cash proceeds sufficient to enable its members to pay, after any and all taxes imposed on such distribution, the taxes projected to be imposed on the members as a result of the sale pursuant to the Option.

(b) **Fair Market Value.** Fair market value of the Tenant’s Property for purposes of this Section C.1. shall be calculated as follows: As soon as practicable following the delivery of the Option Exercise Notice, the Agency and Company shall select a mutually acceptable Independent Appraiser (as defined in the Ground Lease) to prepare an appraisal of the Land, Project and all assets owned by Company used in conjunction with the Project that are available for disposition. In the event that the parties are unable to agree upon an Independent Appraiser within fifteen (15) business days following the date of delivery of the Option Exercise Notice, the Agency and Company each shall select an Independent Appraiser within the next succeeding five (5) business days. If either party fails to select an Independent Appraiser within such time period, the determination of the other Independent Appraiser shall control. If the difference between the appraised fair market values set forth in the two appraisals is not more than ten percent (10%) of the appraised fair market value set forth in the lower of the two appraisals, the fair market value for purposes of this Section C.1. shall be the average of the two appraisals. If the difference between the two appraisals is greater than ten percent (10%) of the lower of the two appraisals, then the two Independent Appraisers shall jointly select a third Independent Appraiser whose determination of appraised fair market value shall be deemed to be binding on all parties as long as the third determination is between the other two determinations. If the third determination is either lower or higher than both of the other two appraisers, then the average of all three appraisals shall be the appraised fair market value for purposes of this Section C.1. The Agency and Company shall each pay one-half of the fees and expenses of any Independent Appraiser(s) selected pursuant to this subsection (b). All calculations of fair market value shall take into consideration the Affordability Restrictions and the Exemption, provided,

however, that if the Exemption is eliminated or modified due to a change in law, the appraisal shall take into account such elimination or modification of the Exemption.

2. Subject to available rights to cure, if the Exemption terminates or is not obtainable and/or Managing Member is removed as the managing member of the Company, the ROFO (as hereinafter defined), the Option and any other rights of the Managing Member or Agency with respect to the Property shall terminate upon written notice to the Agency.

D. **Financing.**

1. At the Construction Loan Closing, the Company will obtain a construction loan for the Project (the “**Construction Loan**”) from Waco Investors I, LLC (the “**Construction Lender**”), which may be secured by a leasehold deed of trust lien against the leasehold estate created by the Ground Lease; and one or more principals and/or affiliates of the Developer will provide any necessary guaranties. The Agency and its affiliates will not be required to provide any guaranties. If required by the Construction Lender, the Agency will execute a joinder to the leasehold deed of trust encumbering its fee interest in the Land. The promissory note, deed of trust, guaranties, any and all assignments, pledges, restrictive covenants or other documents required by the Construction Lender with respect to the Construction Loan are collectively referred to as the “**Construction Loan Documents**”. At the closing of the Construction Loan, the Agency shall be entitled to payment for transaction costs.

2. After the Construction Loan Closing, the Company will apply for a permanent loan (the “**Permanent Loan**”) to refinance the Construction Loan upon completion and stabilization of the Project. The Permanent Loan will be provided by a lender of the Developer’s choosing (the “**Permanent Lender**”). The Permanent Loan will be secured by a leasehold deed of trust lien against the leasehold estate created by the Ground Lease. One or more principals and/or affiliates of the Developer will provide any necessary guaranties. The Agency and its affiliates will not be required to provide any guaranties. If required by the Permanent Lender, the Agency will execute a joinder to the leasehold deed of trust encumbering its fee interest in the Land. The promissory note, leasehold deed of trust, and any assignments, pledges, restrictive covenants or other documents required by the Permanent Lender with respect to the Permanent Loan are collectively referred to as the “**Permanent Loan Documents**”. As used in this MOU, the “**Mortgage Loan**” will refer collectively to the Construction Loan and Permanent Loan; “**Mortgage Loan Documents**” will refer collectively to the Construction Loan Documents and Permanent Loan Documents; and “**Lender**” will refer collectively to the Construction Lender and Permanent Lender.

3. Notwithstanding anything to the contrary herein, the Permanent Loan shall be in an amount mutually agreed to by both Agency and Developer which shall equal the amount necessary to cover (i) the value of the Land based on an appraisal of the Land conducted by a mutually acceptable independent appraiser; (ii) the debts of the Project; and (iii) any outstanding pre-development and construction transaction costs and expenses of the Project paid by the Special Member that were not reimbursed at the Construction Loan Closing. For the avoidance of doubt, the parties understand that the sizing of the Permanent Loan will cover these aforementioned costs and expenses only and is not intended to produce any funds commensurate to profits or distributions.

4. The Special Member will make an equity contribution to the Company (the “**Equity**”), which will be reflected in the Company Agreement; and the portion of the Equity contributed at the Construction Loan Closing, shall be in the aggregate amount necessary to satisfy any equity requirements of the Lender in connection with obtaining the Mortgage Loan. The Managing Member shall not be required to provide any equity capital for the Company.

5. Developer shall prepare development and annual operating and capital expenditure budgets for the Property, subject to the approval of the Agency and the terms of this MOU. Developer shall negotiate the scope of and provide any guaranties of financing and operating expenses that may be requested by the Lender.

6. The parties anticipate that the Company will enter into the Construction Loan Documents concurrently with the execution of the Company Agreement, Ground Lease, and Regulatory Agreement and the execution of all such documents and the funding contemplated thereby are collectively referred to as the “**Construction Loan Closing**”. The execution of the Permanent Loan Documents, and the execution of all such documents and the funding contemplated thereby are collectively referred to as the “**Permanent Loan Closing**”.

7. The Developer will manage and take responsibility for responding to due diligence and underwriting requirements for the Mortgage Loan, provided, however, to the extent such due diligence and underwriting requirements require information that is within the particular knowledge of the Agency, the Agency agrees to assist in responding to due diligence and underwriting requirements for the Mortgage Loan as the Developer may reasonably request.

8. After the Construction Loan Closing, in the event construction of phase II of the Project does not commence, the fee estate in the applicable portion of Land constituting such phase will be released from the Agency and conveyed to the Company at no or nominal cost and the Exemption may no longer apply to such Land. Notwithstanding anything to the contrary herein, the Agency nor any of its affiliates shall have any liability to Developer in the event the Exemption for such released portions of Land is unable to be obtained or maintained. Following a release of Land in accordance with this Section, the parties agree to amend the Ground Lease, Regulatory Agreement, Company Agreement, Mortgage Loan Documents, and any other documents as may be necessary or appropriate to facilitate the release of such Land contemplated by this section.

E. **Design and Construction.**

1. Developer, or an affiliate of Developer, will provide comprehensive development services to the Company pursuant to a Development Agreement to be entered into by the Company and Developer (or its affiliate).

2. Developer shall be responsible for obtaining the services of design professionals for the design of the site plan and the proposed improvements for the Project. The architectural DD drawings for the design of the Project shall be subject to the Agency’s review, comment and approval; which approval shall not be unreasonably withheld, conditioned or delayed. The Agency shall additionally have the right to review and comment upon the final plans and specifications for the Project, and such plans must be approved by the Agency prior to the Company entering into a construction contract.



3. In addition to design professionals, Developer will be responsible for the selection and engagement of other consultants and service providers, including environmental consultants, zoning analysts, geotechnical consultants, engineers, contractors, subcontractors, architects, market analysts, appraisers, and legal counsel, including the Developer's counsel. Notwithstanding the foregoing, the Agency shall obtain legal counsel of its choosing to represent the Agency in this transaction (the "**Agency Counsel**").

4. Notwithstanding anything herein to the contrary, the Agency or its affiliate shall have the right to review and approve any change orders or any changes in the scope of work or plans and specifications during construction.

5. Developer, with the Agency's reasonable cooperation and assistance when required, shall be responsible for the development of the Project, including obtaining all governmental approvals and permits needed in order to construct and operate the Project.

6. It is contemplated that the Company may, in the sole discretion of the Developer, seek to secure an exemption from state sales tax for the acquisition of building materials ("**Sales Tax Exemption**"). If the Developer decides, on behalf of the Company, to pursue the Sales Tax Exemption, a non-profit affiliate of the Agency will serve as the general contractor (the "**Nonprofit GC**") and enter into a construction contract with the Company (the "**Construction Contract**"). The Nonprofit GC will enter into a subcontract with the builder, as master subcontractor ("**Master Subcontractor**") to build the Project (the "**Master Subcontract**"). The Agency shall have the right to review and approve in writing both the Construction Contract and Master Subcontract, prior to the execution thereof. For serving as the general contractor, Nonprofit GC shall receive a fee equal to 25% of the projected sales tax savings for the Project, with 50% of such amount paid at the Construction Loan Closing based on an estimate and with a final true up of the other 50% paid upon construction completion of the Project as evidenced by the issuance of the final certificate of occupancy for the Project ("**Construction Completion**").

7. If the Developer decides, on behalf of the Company, to pursue the Sales Tax Exemption, the Agency or its affiliate will promptly execute any Sales Tax Exemption certificates needed to comply with the state law for the Sales Tax Exemption when submitted by Developer.

F. **Management and Operation.**

The Company will enter into an agreement for property management services (the "**Management Agreement**") with a qualified third-party property manager ("**Property Manager**") chosen by the Developer with the approval of Managing Member, which approval shall not be unreasonably withheld, conditioned or delayed. The Company will negotiate the Management Agreement with the Property Manager on terms and conditions customary in the industry and acceptable to the Agency. The Agency, acting through the Managing Member, will have the right to require replacement of the Property Manager in the event of its default under the Management Agreement that is not cured within any applicable cure period. Following the Construction Loan Closing, any change of the Property Manager will require the approval of the Agency. The Management Agreement shall include a requirement for the Property

Manager to deliver such reports as may from time to time be reasonably requested by the Managing Member.

G. **Affirmative Marketing.**

The Regulatory Agreement will require the Company to market the Property in accordance with a marketing plan (the “**Marketing Plan**”) prepared by the Developer and approved by the Agency which approval shall not be unreasonably withheld, conditioned or delayed. The Marketing Plan shall be delivered to the Agency at or before the Construction Loan Closing. The Marketing Plan will be on the Affirmative Fair Housing Marketing Plan (AFHMP) – Multifamily Housing Form HUD-935.2A promulgated by HUD or such other form agreed to by the Developer and Agency. The Marketing Plan shall require the Company to include in all public marketing materials and websites for the Property a reference to the affordability provisions and voucher acceptance set forth above in both English and Spanish.

H. **Community Support.**

If necessary, the Agency and Developer shall be jointly responsible for interfacing with the community and obtaining community support for the Project and will consult with the other and coordinate the response to community input as required.

I. **Fees and Expenses.**

1. The total cost for the development of the Project, including without limitation closing costs, hard and soft construction costs, fees, and any other costs included on the Project’s development budget (the “**Total Development Cost**”) is expected to be approximately \$30,000,000.

2. At the Construction Loan Closing, the Agency shall be entitled to receive an acquisition fee in the amount of 0.75% of the Total Development Cost (the “**Acquisition Fee**”) based upon the development budget as of the Construction Loan Closing. At substantial construction completion, the Agency shall be entitled to receive any additional amount to ensure that the actual Acquisition Fee paid is equal to 0.75% of the final Total Development Cost. The Acquisition Fee is estimated to be \$225,000.

3. The Management Agreement will include payment to the Property Manager of a monthly property management fee that shall not exceed 3% of monthly gross revenues.

4. The Company Agreement shall include a payment to the Managing Member of an annual asset management fee in the amount of \$25,000 per annum increasing by 1% each year, payable monthly (the “**Asset Management Fee**”).

5. The Company shall pay an annual Ground Lease payment to the Agency in the amount of twenty percent (20%) of the savings from the Exemption based on final taxes assessed during the 2023 calendar year (inclusive of the results of any appeals) that are completed prior to the Construction Loan Closing, subject to 2% annual escalation (the “**Ground Lease Payment**”), to be paid as set forth in the Ground Lease. Prior to the Construction Loan Closing, the parties will agree on the dollar amount of the initial Ground Lease Payment.

**J. Distributions, Allocations and Expenses.**

1. Distribution of Net Cash from a Sale or Refinancing. Proceeds from a sale or refinancing available for distribution by the Company shall be paid out in the following order and priority:

(a) First, to repay the Mortgage Loan and any other debt obligations of the Company, as required;

(b) Second, to fund and/or replenish reserves as necessary in an amount required by Lender;

(c) Third, to pay for reasonable transaction and related costs of such sale or refinancing, and reasonable related costs of the Agency and the Managing Member; and

(d) Fourth, if the proceeds derive from a sale or refinance, a distribution to the Managing Member in the amount of 2% of the gross sales price of such sale or of the gross refinance amount, with the remainder to the Special Member; and if the proceeds do not derive from a sale or refinance, 75% to Special Member and 25% to Managing Member.

2. Distribution Upon Dissolution. Upon dissolution, and/or upon the occurrence of a Terminating Capital Transaction (as defined in the Company Agreement), and after payment of, or adequate provision for, the debts and obligations of the Company, the remaining assets, if any, of the Company shall be sold and the proceeds of such sale and the net proceeds from a Terminating Capital Transaction shall be distributed and applied in the following priority within five (5) business days after a Terminating Capital Transaction:

(a) First, to repay the Mortgage Loan and any other debt obligations of the Company, as required;

(b) Second, to pay for reasonable transaction and related costs of Terminating Capital Transaction, and reasonable related costs of the Agency and the Managing Member; and

(c) Third, 75% to Special Member and 25% to Managing Member.

3. It is anticipated that Company allocations of tax items will be made such that Special Member generally will receive 99.99% of all income, gain, loss, deduction, and credit.

4. Neither party shall enter into any contractual relationship or agreement relating to the Property that would cause either financial or legal liability to the other, without the other party's prior written consent.

5. Developer shall advance any required pre-development costs and expenses for the Project, all of which shall be reimbursed at the Construction Loan Closing from proceeds of the Construction Loan, subject to Construction Lender's approval.

6. Expenses of the Agency in connection with the Construction Loan Closing, including but not limited to legal fees, shall be included in the development budget and reimbursed to the Agency at the Construction Loan Closing. The Agency shall obtain legal counsel of its choosing to represent the Agency in this transaction (the “**Agency Counsel**”); and the costs of Property-related legal work performed or incurred by Agency Counsel shall be reimbursed to the Agency as a Property cost at the Construction Loan Closing. The expenses of Agency Counsel for the Construction Loan Closing will be \$125,000.00, with such expenses to be paid at the Construction Loan Closing. The cost of any subsequent legal work related to a re-financing of Construction Loan, subordinate debt, restructuring, or other Company or Company affiliated requests (“**Post Closing Matters**”) shall be reimbursed to the Agency by the Company at the at the financing closing or other completion of such Post Closing Matters.

7. During the operational phase of the Project, each of the Managing Member and Special Member shall be entitled to reimbursement from the Company of any reasonable expenses incurred in connection with service in such position, including related travel, accounting/audit, and investment maintenance expenses, subject to the approval of the Managing Member and Special Member.

**K. Disposition.**

1. After (i) stabilization, (ii) closing on the Permanent Loan, and (iii) submission of the first Continuing Program Compliance Certificate evidencing that the Project is leased in compliance with the Affordability Restrictions, Special Member shall have a perpetual right to market either (a) at any time after the fifth anniversary of Construction Completion, a transfer of the fee interest in the Property for sale to an unrelated third party (a “**Bona Fide Purchaser**”), in accordance with the Ground Lease, which shall include termination of the Ground Lease (a “**Fee Sale**”), or (b) at any time, a transfer of the Company’s leasehold interest to a Bona Fide Purchaser for sale, with the Ground Lease remaining in full force and effect (a “**Leasehold Sale**”), subject to the written consent of the Agency which consent shall not be unreasonably withheld, conditioned or delayed. If the Special Member intends to market the Property for a Fee Sale or a Leasehold Sale to a Bona Fide Purchaser, it shall first provide written notice of such intent to the Agency, which notice shall include all of the terms and conditions on which the Special Member intends in good faith to market the Property for a Fee Sale or Leasehold Sale (“**Offer Notice**”) including, without limitation, purchase price, financing terms, and timing of closing. The Agency shall have a right of first offer (“**ROFO**”) to acquire the Property on the same terms and conditions contained in the Offer Notice, which ROFO shall be exercised by delivering written notice of Agency’s intent to acquire the Property on the same terms and conditions set forth in the Offer Notice within sixty (60) days of receipt of such Offer Notice. If either (x) within such sixty (60) day period, the Agency fails to exercise its ROFO by providing written notice to the Special Member of the Agency’s intent to acquire the Property on the same terms and conditions as set forth in the Offer Notice or (y) Agency exercises its ROFO and fails to close on an acquisition of the fee interest or leasehold interest in the Property within ninety (90) days of exercising its ROFO, the Special Member shall have a period of nine (9) months (“**Closing Window**”), commencing on either (x) the sixty-first (61st) day following the delivery of the Offer Notice if the Agency fails to exercise its ROFO or (y) if the Agency exercises its ROFO but fails to close on an acquisition of the fee interest or leasehold interest within ninety (90) days of exercising its ROFO, the ninety-first (91st) day following the delivery of the Offer Notice, within which to market the Property, and consummate a Fee Sale to a Bona Fide Purchaser, or subject to the additional requirements below, a Leasehold Sale to a Bona Fide Purchaser on substantially the same terms and conditions and at a purchase price at least ninety-

seven percent (97%) of the purchase price as contained in the Offer Notice delivered to the Agency.

2. Upon the consummation of the Fee Sale prior to the expiration of the Closing Window, the Ground Lease shall terminate, the fee estate shall be immediately relinquished and conveyed by the Agency to the Company for transfer to the Bona Fide Purchaser, with the proceeds of the Fee Sale to be distributed by the Company in accordance with Section J.1. of this MOU, and the Company will be dissolved. At such time, the Agency's ROFO shall terminate, and the Agency shall execute a document in recordable form necessary to terminate its ROFO in connection with the closing of the Fee Sale provided that the restrictions contained in the Regulatory Agreement will remain in place.

3. If, during the Closing Window, the Special Member identifies a Bona Fide Purchaser to acquire the Company's leasehold interest pursuant to a Leasehold Sale on substantially the same terms and conditions and at a purchase price that is at least ninety-seven percent (97%) of the purchase price included in the Offer Notice offered to the Agency, Special Member shall first provide written notice of the identity of the Bona Fide Purchaser to the Agency via the notice method set forth in the Ground Lease. The Agency shall have sixty (60) days following its receipt of such notice in which to perform a due diligence review of the proposed Bona Fide Purchaser (the "**Replacement Tenant**") and obtain approval from the Agency's Board of Directors (the "**Board**") as to whether it consents to the Leasehold Sale, which consent shall not be unreasonably withheld, conditioned or delayed. The Agency's failure to provide a consent to or a disapproval of a Bona Fide Purchaser within such sixty (60) day period shall be deemed to constitute its disapproval of the Bona Fide Purchaser. Following the Agency's approval of a Leasehold Sale, the Company may transfer the leasehold estate and all of its rights and obligations under the Ground Lease to the Replacement Tenant, and the Ground Lease will continue in full force and effect on all of the same terms and conditions except that the Replacement Tenant shall pay the Agency an annual sum equal to twenty percent (20%) of the real property taxes that would otherwise be payable in the absence of the Exemption on each real property tax due date for McClennan County, Texas, which sum shall form part of the rent due under the Ground Lease. Sale of the leasehold will be allowed once the Project has reached compliance with the Affordability Restrictions. In all cases, transfer of the leasehold interest will be subject to approval of the Board of the proposed new owner of the leasehold estate.

4. The parties anticipate that an exit by the Developer's affiliates may also be accomplished through a transfer (a "**Transfer**") of the interests of the Developer-related entities in the Company (the "**Entity Interests**") and Special Member shall have the right to market the Entity Interests after the fifth anniversary of Construction Completion. Upon the submission of the first Continuing Program Compliance Certificate evidencing that the Property is leased in compliance with the Affordability Restrictions, the Special Member shall have the right to market the Entity Interests at any time after the fifth anniversary of Construction Completion. If the Special Member intends to market the Entity Interests for Transfer, it shall first provide notice of such intent to the Managing Member (the "**Transfer Offer Notice**"), which notice shall include all the terms and conditions on which the Special Member intends in good faith to market the Entity Interests, including, without limitation, purchase price and timing of closing. The Managing Member shall have a ROFO to acquire the Entity Interests on the same terms and conditions contained in the Transfer Offer Notice, which ROFO shall be exercised by delivering written notice of Managing Member's intent to acquire the Entity Interests on the same terms and conditions set forth in the Transfer Offer Notice within sixty (60) days of receipt of such Transfer Offer Notice. If either (x) within such sixty (60) day period, Managing Member fails to exercise its ROFO by providing written

notice to the Special Member of the Managing Member's intent to acquire the Entity Interests, or (y) if Managing Member exercises its ROFO but fails to close on an acquisition of the Entity Interests within ninety (90) days of exercising its ROFO, the Special Member shall have a period of nine (9) months (the "**Transfer Closing Window**"), commencing on either (x) the sixty-first (61st) day following the delivery of the Transfer Offer Notice if Managing Member fails to exercise its ROFO or (y) if Managing Member exercises its ROFO but fails to close on an acquisition of the Entity Interests within ninety (90) days of exercising its ROFO, the ninety-first (91st) day following Managing Member's exercise of its ROFO, to transfer the Entity Interests to a Bona Fide Purchaser on substantially the same terms and conditions and at a purchase price that is at least ninety-seven percent (97%) of the purchase price contained in the Transfer Offer Notice offered to the Managing Member with the consent of the Agency, which consent shall be granted or withheld in its sole, but reasonable discretion. The parties agree that such a Transfer would be structured to (a) maintain the Affordability Restrictions, (b) maintain the Exemption and ownership structure reflected in the Ground Lease and Company Agreement, and (c) not impact or diminish the Agency's involvement in the Property. If the Agency does not approve of the transferee, the Special Member may elect to sell the Property.

5. Subject to Section B above, certain events of default, including the termination of or inability to obtain the Exemption, will be a cause for removal of the Managing Member. In the event that the Managing Member is removed from the Company, the Agency shall convey the Land to the Company or its designee at no or nominal cost and the rights of first offer and refusal and any other rights of the Agency and the Managing Member with respect to long-term ownership of the Property shall terminate.

6. Upon a Fee Sale or the first Leasehold Sale (each an "**RE Conveyance**"), Managing Member shall be entitled to a minimum payment of two percent (2%) of the purchase price for such RE Conveyance (the "**Minimum Exit Fee**"), which Minimum Exit Fee shall be paid pursuant to either (a) distributions made under Section J.1. above, (b) a separate fee to be paid by the Company to the Managing Member, or (c) a combination of the foregoing clauses (a) and (b) in the event distributions made under Section J.1. above are less than the Minimum Exit Fee.

7. Upon any Leasehold Sale after the first Leasehold Sale (a "**Subsequent Leasehold Sale**"), the Agency shall be paid a fee in the amount of one percent (1%) of the purchase price for the leasehold interest (the "**Transfer Fee**"). Such amount shall be paid to the Agency at the time of the closing of the Subsequent Leasehold Sale, and no transfer of the leasehold interest shall be effective until the Transfer Fee is paid. Each Subsequent Leasehold Sale shall also require payment of the Transfer Fee. No transfer of the leasehold interest shall be effective until such time the Transfer Fee is paid.

#### L. **Audit and Compliance.**

1. Each year the books and records shall be audited by an independent CPA firm and the annual audit shall be provided to all members within 180 days of the end of the fiscal year, provided, however, unaudited financials shall be provided to all members within 60 days of the end of the fiscal year, including, without limitation, a balance sheet, operating statement, a statement of cash flows and rent rolls for the Project, and statement of members' capital of the Company for such fiscal year, prepared, as relevant, in accordance with the modified accrual basis method of accounting GAAP (excluding footnotes) consistently applied and sufficient for tax returns. The Agency or its affiliate shall have the right to conduct compliance monitoring or an independent audit of compliance with income and rent

restrictions in its sole discretion.

2. In addition to the above, the Company shall certify annually to compliance of the Project with the Ground Lease, Regulatory Agreement, and the Affordability Restrictions contained therein.

**M. Miscellaneous.**

1. Termination. This MOU will continue until terminated upon the occurrence of one of the following conditions:

- (a) If the Agency and Developer sign a mutual consent to terminate this MOU, this MOU shall terminate on the date set forth in such consent;
- (b) If the Construction Loan Closing has not occurred within a period of 180 days of the Effective Date, either party may immediately terminate this MOU by providing written notice thereof to the other party;
- (c) If either party breaches its obligations under this MOU, the non-breaching party provides the breaching party written notice of such fact and a 30-day opportunity to cure, and the breaching party fails to do so, then the non-breaching party may terminate this MOU by providing written notice thereof to the breaching party;
- (d) If the Developer determines that the transactions contemplated by this MOU are not economically feasible, Developer may terminate this MOU by delivering written notice thereof detailing such infeasibility to the Agency;
- (e) If either party files for bankruptcy protection, makes an assignment for the benefit of creditors, has a receiver appointed as to its assets, or generally becomes insolvent, then the non-bankrupt party may terminate this MOU by providing written notice thereof to the bankrupt party;
- (f) Any consent or approval required hereunder is specifically denied, including but not limited to consent of a lender or investor of the Project (unless Developer is able to find a replacement lender or investor that is satisfactory under the terms hereof) to the documentation of the transactions described herein;
- (g) Any legal, administrative, or government action prohibits a party from consummating the transactions contemplated herein.; or
- (h) This MOU is not fully executed by January 31, 2024.

Upon termination of this MOU for any of the reasons cited above, except as otherwise provided herein, neither party will have any ongoing obligation to the other with respect to this MOU or the Project.

2. The venue of any disputes between the parties shall be in Waco, McLennan County, Texas. This MOU is a contract and not merely an “agreement to agree.”

3. This MOU reflects the entire understanding between the parties and may only be amended in writing, signed by both parties. The parties agree to execute such documents and do such things as may be necessary or appropriate to facilitate the consummation of their agreement herein.

4. The parties hereto are each prohibited from assigning any of its interests, benefits or responsibilities hereunder to any third party or related third party, without the prior written consent of the other party, such consent not to be unreasonably withheld.

5. To facilitate execution, this MOU may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties hereto be contained on anyone counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for the purposes of facilitating the execution of this MOU, (a) the signature pages taken from separate individually executed counterparts of this MOU may be combined to form multiple fully executed counterparts, and (b) a facsimile transmission of a signature shall be deemed to be an original signature. All executed counterparts of this MOU shall be deemed to be originals, but all such counterparts taken together or collectively, as the case may be, shall constitute one and the same agreement.

6. In case anyone or more of the provisions contained in this MOU for any reason are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this MOU will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7. Should any party employ an attorney or attorneys to enforce any of the provisions hereof, to protect its interest in any manner arising under this MOU, or to recover damages for the breach of this MOU, the non-prevailing party in any action pursued in courts of competent jurisdiction (the finality of which is not legally contested) agrees to pay to the prevailing party all reasonable costs, damages and expenses, including specifically, but without implied limitation, attorneys' fees, expended or incurred by the prevailing party in connection therewith.

8. All notices of communication required or permitted hereunder shall be in writing and may be given by (a) depositing the same in United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (b) delivering the same in person to an officer or agent of such party, or (c) telecopying the same with electronic confirmation of receipt to the addresses set forth below, or at such other address or counsel as any party hereto shall specify in writing from time to time:

**Notice to the Agency and the Managing Member:**

Agency: Waco Housing Authority  
4400 Cobbs Drive  
Waco, TX 76703  
Attention: Milet Hopping  
Email: mileth@wacopha.org

With a copy to: Coats Rose, P.C.



16000 Dallas Parkway Road  
North Tower, Suite 350  
Dallas, TX 75248  
Attention: Mattye G. Jones  
Email: mjones@coatsrose.com

**Notice to Developer and the Special Member:**

Developer: Ellis Lipscomb LLC  
2416 Northglen Dr.  
Clovis, NM 88101  
Attention: Brenner Campbell  
Email: brenner@brennerinvestments.com

With a copy to: Naman Howell  
8310 Capital of Texas Highway North, Suite 490  
Austin, Texas 78731  
Attention: Cliff Blount  
Email: blount@namanhowell.com

*[signature pages follow]*

EXECUTED to be effective as of the date shown above.

**AGENCY:**

WACO HOUSING AUTHORITY,  
a Texas municipal housing authority

By: \_\_\_\_\_  
Milet Hopping, President & CEO

**DEVELOPER:**

ELLIS LIPSCOMB LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Richard Brenner Campbell, Member