

HABC – RFQ No. 2024-Q1

REQUEST FOR QUALIFICATIONS  
for a  
DEVELOPMENT PARTNER  
for  
AFFORDABLE MULTI-FAMILY HOUSING

RFQ NO. 2024 – Q1

For

The Housing Authority of Bexar County, Texas

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## 1. INTRODUCTION

As part of its on-going mission to provide affordable housing for low-income persons and families, the Housing Authority of Bexar County, Texas seeks to reposition its multi-family assets in an effort to 1) expand their economic useful life and 2) increase the number of affordable housing units for low and extremely low-income persons and families. With these goals in mind, HABC seeks proposals from qualified for-profit or non-profit housing developers to enter into a Master Development Agreement with HABC to reposition three (3) HABC owned affordable multi-family housing properties using various public and/or private financing vehicles and ownership structures. Property descriptions of the HABC owned projects that are subject to this RFQ can be found in Exhibit A to this solicitation.

The Housing Authority of Bexar County Texas (“HABC” or the “Authority”) is governed by the Texas Housing Authorities Law, codified in the Texas Local Government Code under Chapter 392. The Authority is a unit of government, and its functions are essential governmental functions. HABC has authority to carry out its mission within the territorial jurisdiction of Bexar County, Texas excluding the municipalities of San Antonio, Texas and Schertz, Texas. It operates and manages its affordable housing developments to provide decent, safe, sanitary, and affordable housing to low-income families, veterans, the elderly, and the disabled, and implements various programs designed and funded by the U.S. Department of Housing and Urban Development (“HUD”). The Authority is a Public Housing Agency (“PHA”) that administers HUD’s Section 8 Housing Choice Voucher (“HCV”) and Veterans Affairs Supportive Housing (“VASH”) Programs. Recently, HABC exited the Public Housing Program and has no remaining public housing units.

HABC’s revenue is derived from federal funds, administrative fees, development grants, rental income, and partnership fees. HABC enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers. The property of HABC is used for essential public and governmental purposes. The Authority and its property are exempt from all taxes, including sales tax on all its purchases of supplies and services. HABC sponsors an affiliated Public Facilities Corporation, the Bexar Management and Development Corporation (BMDC), which was formed under and complies with Texas Local Government Code 303. BMDC owns and operates three affordable multi-family properties as an instrumentality for HABC. BMDC also has an ownership interest in nine LIHTC and PFC partnerships. Combined, these twelve properties provide affordable housing for 3,200 families. An additional four partnership ventures are planned for the near future.

## **2. HABC’S ROLE AND RESPONSIBILITIES**

HABC, acting through BMDC, intends to serve as Co-Developer for all partnerships created under this contemplated relationship with the selected Respondent. All activities, endeavors, initiatives, and actions undertaken as a result of an award of this RFQ are hereinafter understood and incorporated by reference, to be in partnership with HABC, its entities, instrumentalities and/or affiliates, and is subject to HABC’s final prior approval. If a contract is awarded, it will be awarded to the responsible Respondent whose qualifications, fees, terms, /conditions and other factors are deemed most advantageous to HABC. Additional requirements or restrictions imposed by lender, investor, TDHCA, HUD and other governmental entities will also be considered in rendering a decision.

Fee simple title to HABC’s or BMDC’s assets transferred to any contemplated partnership shall be at fair market value. Fair market value shall be determined by a licensed appraiser to be approved by HABC. HABC intends to provide a long-term ground lease to each contemplated partnership to establish an ad-valorem tax exemption for the partnership. BMDC intends to serve as the Prime General Contractor for any contemplated partnership which will provide for a sales tax exemption for construction materials. BMDC shall also serve as the bond issuer for any applicable bond financing needed. HABC may also elect to but does not require the ability to serve as Managing Agent and Property Manager for any contemplated partnership.

HABC may under certain conditions and at HABC’s sole discretion, provide the following to a development project subject to a project’s financial needs and HABC’s capacity to deliver them:

1. Project Based Vouchers
2. Gap financing

As consideration for the roles and resources to be provided by HABC, HABC expects to be compensated through the sharing of fees and future operating cash flows of any partnership. Fee sharing shall include but is not limited to development fees, cash flow, capital events, management fees, and administrative fees. The fees sharing structure shall be determined during the negotiations of a Master Development Agreement between the selected Respondent and HABC.

## **3. DEVELOPERS ROLE AND RESPONSIBILITIES**

The responsibilities of the selected Respondent under a Master Development Agreement will include, but are not limited to the following activities for each property:

1. Create a strategic redevelopment plan for each property. In the event that it is determined that redevelopment of a specific property is not in HABC’s best interest, alternatives should be provided.

2. Undertake due-diligence activities to include a property condition assessment, and then establish a Scope of Work.
3. Develop a preliminary Sources and Uses Schedule.
4. Obtain initial commitments from one or more lenders, and tax credit investors, or a tax credit syndicator.
5. Obtain commitments for additional leveraged funds from private, non-governmental sources as needed.
6. Develop architectural plans and construction documents and specifications.
7. Develop and submit all relevant loan and tax credit applications.
8. Develop and manage an implementation schedule.
9. Develop a project budget.
10. Coordinate all development activities, including reporting and budget requirements, with HABC.
11. Determine a general management structure and prepare a management plan for the property to include the provision of supportive services for residents.
12. Develop and implement a resident Relocation Plan including a budget and timeline.
13. Provide all necessary financial guarantees and assurances to the lenders and tax credit investors.
14. Solicit construction bids and enter into a contract for construction, subject to HABC approval. If the contractor is affiliated with the developer, a third-party cost estimate will be required prior to closing to confirm the reasonableness of the construction costs.
15. Obtain local approvals and permits and oversee construction and ensure completion in a timely manner.
16. Provide all required guarantees to the tax credit investor and lender and deliver units consistent with LIHTC regulations if applicable.

#### **4. PROCUREMENT SCHEDULE and POSTING**

The date schedule for the RFQ is as follows:

Advertised Date - Friday, April 26th, 2024, and Friday, May 3<sup>rd</sup>, 2024

RFQ Posting Date - Friday, April 26<sup>th</sup>

RFQ Posting Location – Under the “Current Bids” tab of the Business Opportunities page of HABC’s website at <https://habctx.org/habc-business-opportunities/>

Pre-Submission Conference – N/A

Submission Deadline – 5:00 p.m. CST, Wednesday, June 5<sup>th</sup>, 2024

## 5. SUBMISSION REQUIREMENTS

The Respondent is required to submit the following information, although HABC reserves the right to request additional information upon review of initial submissions:

- a. Structure and Experience of Developer - The selection committee will look more favorably on those Respondents who exhibit the greatest degree of experience and expertise in all of the following criteria. Team members’ experience, however, may substitute for a Respondent’s lack of experience in a particular category. Resumes of key individuals of the Developer should be provided with a detailed description of the responsibilities that they will be required to perform.

Respondents should provide sufficient documentation to substantiate relative experience for each of the following categories:

1. Previous experience with the substantial rehabilitation of affordable, multi-family housing of 100 units or more. This experience should include successful resident relocation and return programs.
2. Previous experience involving layered financing including, but not limited to, LIHTC, CDBG Funds, etc.
3. Previous experience with recapitalization through resyndication of tax credit properties.
4. Previous experience applying for and receiving awards through the Texas Department of Housing and Community Affairs in both the competitive 9% and 4% multi-family bond programs.
5. Financial and administrative capacity to manage and complete each project individually, or multiple projects simultaneously.
6. Financial capacity to provide all necessary guarantees.
7. Successful turn-key experience in completing LIHTC projects from pre-development to stabilization.

8. Successful experience managing affordable, mixed income, multi-family properties and achieving financial benchmarks such as occupancy rate, debt coverage ratio, and income eligibility for residents.
  9. Successful experience partnering with a public housing authority specifically regarding the repositioning of PHA owned assets.
  10. Successful experience in the provision of resident supportive services for clients.
- b. Structure and Experience of the Team - The Respondent's development team should include an experienced licensed general contractor with demonstrated financial capability, a registered architect and engineer with LIHTC multi-family residential design experience, and a management agent with experience managing multi-family rental complexes. The developer may perform any of these functions, if qualified. Descriptions of relevant experience should be provided for each member of the team. All entities that will comprise the team are to be identified, indicating their specialization(s) and specific contribution to the team. Resumes of the key individuals and firms are to be included with a detailed description of the responsibilities that they will be required to perform. Prior development projects utilizing these team members should be noted. The Respondent should also submit information showing the composition of the team, clearly indicating if the Respondent or a designated team member qualifies as a Minority or Women Owned Business Enterprise. Respondent should also provide evidence of past efforts to subcontract with M/WBE in prior projects.
  - c. References - Respondents should submit a minimum of 3 references for the Developer and 3 references for each of the other major team participants not affiliated with the Developer.
  - d. Financial Statement - Current financial statements of the Respondent may be submitted. These statements should demonstrate the financial capacity of the developer, or the entity that would most likely be responsible for executing all applicable guarantees.
  - e. Development Approach and Methodology - In a narrative, Respondents should provide a summary and outline of the general approach they would take regarding the methodology they would anticipate employing to recapitalize or redevelop each property. The narrative should also provide an estimated timeline to achieve each milestone in the process. (see Attachment A for a description of each property).

## 6. SUBMISSION PACKAGE

- a. Proposal Due Date/Time - An original and three (3) copies (a total of four) of the complete submission packages must be received by HABC no later than 5:00 p.m. CST on Wednesday, June 5<sup>th</sup>, 2024 . The address to submit the proposals is:

Housing Authority of Bexar County  
1954 East Houston Street  
San Antonio, Texas 78202.  
Attn. Neldys Ortiz, Executive Director

On the outside of the submission package should be the Respondent's name and address, phone number, the due date of June 5, 2024, and the RFQ title "Request for Qualifications for a Development Partner of Affordable Multi-Family Housing".

- b. Proposal Format – Each proposal copy should be submitted in a professional, organized hard cover binder following the guidelines below:
1. Letter of Interest. - Immediately inside the front cover should be a brief introductory letter from the person who is legally authorized to enter into a contractual relationship in the name of the Respondent. The letter should be signed and dated. The letter should include a brief statement summarizing the Respondent's company and relevant experience and qualifications.
  2. Behind TAB A – Structure and Experience of the Developer. (see 5. a.)
  3. Behind TAB B – Structure and Experience of the Team Members. (see 5. b.)
  4. Behind TAB C – References (see 5. c.)
  5. Behind TAB D – Development Approach and Methodology (see 5. f.)7.
  6. Behind TAB E – Conflict of Interest Questionnaire (see Attachment B, and paragraph 14)  
note: The submission of Financial Statements is optional. If submitting Financial Statements, they may be submitted in a separate, sealed envelope (one copy only) marked "Financial Statements - Confidential."
- c. HABC Contact and Inquiries – Questions regarding this RFQ may be submitted in writing to Vince Michel at vince.michel@habctx.org. Questions submitted to HABC and the responses to those questions shall be posted on the Procurement page of HABC's website at <https://habctx.org/current-bids/>. Questions must be submitted by 5:00 p.m. CST on Wednesday, May 29<sup>th</sup>, 2024.

## 7. GENERAL CONDITIONS

- a. HABC reserves the right to accept or reject any and all submissions, either in whole or in part, with or without cause; to waive any informalities of any submission; to extend, amend or cancel this RFQ at any time; and, to make the award in the best interest of PHA.



- b. Offerors are solely responsible for ensuring that their proposals are actually received by the time and date stated. Receipt at HABC after the due date and time specified will be cause for rejection.
- c. HABC reserves the right to request additional information, if needed, from prospective Respondent(s).
- d. In the event that it becomes necessary for HABC to revise any part of this RFQ, revisions will be provided in the form of an Addendum to all prospective Respondent(s). HABC may issue and does require Respondent(s) to acknowledge addendums to the RFQ. Submissions must conform to any addenda that may be issued to this RFQ.
- e. Submissions that are incomplete or not in conformance with the submission requirements may be eliminated from further consideration. Respondent(s) should carefully note the submission requirements.
- f. The Respondent(s) shall provide an oral presentation regarding submission submitted, if requested to do so by HABC
- g. Respondent(s) may modify or withdraw a submission prior to the RFQ due date, by an authorized representative of that organization. All submissions will become the property of HABC after the RFQ Deadline.
- h. The Respondent(s) affirms that he/she is of lawful age and that no other person, firm, partnership, or corporation has any interest in this submittal or in the contract proposed to be entered into.
- i. The Respondent(s) affirms that its submission is made without any understanding, agreement or connection with any other person, firm, partnership, or corporation making a submittal for the same purpose and is in all respects fair and without collusion or fraud.
- j. The Respondent(s) has carefully read the provisions, terms, and conditions of the RFQ document and does hereby agree to be bound thereby.
- k. Additional services and/or service adjustments may be added or deleted during the life of any contract awarded hereunder as mutually agreed upon in writing between HABC and the selected Respondent.
- l. Respondent(s) must meet HABC's insurance requirements as requested.
- m. Respondent shall not contact any member of HABC's Board of Commissioners while this RFP is outstanding. The Respondent(s) will not offer any gratuity, favor, or anything of monetary value to any officials or employee of HABC for the purpose of influencing consideration of a response to this RFQ.

- n. HABC reserves the right to disqualify any submission(s) that may present a conflict of interest between the Housing Authority of Bexar County, its employees or Board members, Respondent(s), or parties identified in the submission.
- o. Proposals may not be withdrawn for ninety (90) days from the submission deadline date.
- p. HABC reserves the right to conduct negotiations with more than one of the Respondents (finalist).
- q. HABC reserves the right to waive any minor irregularities or technicalities in proposals received as the best interest of HABC may require.
- r. If a mistake in a proposal is suspected or alleged, the proposal may be corrected or withdrawn during any negotiations that are held. If negotiations are not held, or if best and final offers have been received, the Respondent may be permitted to correct a mistake in its proposal and the intended correct offer may be considered based on the conditions that follow. The mistake and the intended correct offer must be clearly evident on the face of the proposal. The Respondent shall submit written evidence that clearly and convincingly demonstrates both the existing offer, and such correction would not be contrary to the fair and equal treatment of other Respondents. Mistakes after award shall not be corrected unless HABC's Counsel makes a written determination that it would be disadvantageous to HABC not to allow the mistake to be corrected. The approval or disapproval of requests of this nature shall be in writing by HABC's Counsel.

## **8. EVALUATION PROCESS AND SCORING CRITERIA**

Proposals will be evaluated by an HABC selection committee. The selection committee will be advised by consultants and attorneys already retained by HABC. The selection committee will present its recommendations to the HABC Board of Commissioners who will make the final selection. Proposals will be evaluated and scored using the criteria outlined below.

a. Experience and Qualifications - **30** maximum points

The experience, qualifications, and financial capability of the development team as partially evidenced by the timely and successful completion of similar projects involving multi-family rental housing developments. Reference checks will provide affirmation of the Respondent's competence with respect to the development and management of such projects.

b. Development Approach and Methodology - **20** maximum points

The development approach and methodology will be evaluated, and points awarded in part based upon the belief that the approach and methodology will be successful in bringing about redevelopment and the perceived return to HABC upon redevelopment. Points may also be awarded to Respondents that have a successful history of sourcing and leveraging

multiple project funding vehicles including local and state grants and awards from both public and private sources as well as the use of federally insured mortgage products. If there will be different development approaches for different properties, that should be detailed out in the response.

c. Experience Partnering with Agencies Repositioning Their Assets - **20** maximum points

Points can be maximized through verifiable experience partnering with public agencies in the repositioning of housing assets to include substantial rehabilitation with resident relocation.

d. Commitment to the Local Community - **10** maximum points

Points will be awarded based on the Respondent's evidence in having a local administrative office as well as experience using local professional resources, and local construction trades to direct a project's financial benefit towards the local community to the greatest extent possible.

e. Commitment to M/WBE - **10** maximum points

Respondents can maximize points in this category through verifiable eligibility as a Certified Minority or Women Owned Business Enterprise, and/or as having a verifiable history of using M/WBE team members and contractors in past projects.

f. Supportive Services Programs - **10** maximum points

Points can be obtained through verifiable experience in providing robust and comprehensive supportive services programs for residents including but not limited to referral services for local community programs, on and off-site educational and training programs, family self-sufficiency programs, etc. Points can be maximized through experience in directing various programs to specific populations such as Veterans, persons with disabilities, the elderly, persons at risk of homelessness, etc.

Total Possible Points – **100**

## 9. SELECTION AND AWARD

HABC's preference would be to select only one development partner subject to this RFQ for the repositioning of all three HABC properties. However, HABC may select specific development partners for one or more properties and select different development partners for the other properties. In the event that more than one developer is considered, the RFP responses will be scored based on HABC's belief of the most beneficial grouping for HABC. After the initial scoring of proposals, those Respondents deemed by the committee to be within a competitive range may, at HABC's option, be asked for a telephone or personal

interview to clarify issues. After the interviews, each of those Respondents will be reevaluated and rescored. The Respondent with the highest overall score, whose proposal is most advantageous to HABC, will be selected as development partner for one or more properties.

The development partner(s) of choice shall enter into a Memorandum of Understanding with HABC upon selection. Negotiations will then begin between HABC and the selected Respondent to create a Master Development Agreement which shall define the responsibilities of both parties and the terms of the Agreement. In the event that HABC and the selected Respondent cannot come to an agreement on the terms and conditions of a Master Development Agreement, then HABC will terminate its negotiations with the selected Respondent and immediately begin negotiations with the next responsive Respondent who's score was the next highest achieved.

#### **10. COSTS INCURRED IN PREPARING PROPOSALS**

Respondent will be responsible for all costs incurred in preparing a response to this RFP. All material and documents submitted by prospective development teams will become the property of HABC and will not be returned. Any developer selected for further negotiations, as well as a Developer ultimately selected to enter into a contractual agreement with HABC, will be responsible for all costs incurred by it during negotiations.

#### **11. CONFIDENTIALITY OF PROPOSALS**

There will be no public opening of proposals. All proposals and information concerning same shall remain confidential until all negotiations are completed, and the Notice of Award is issued. Offerors are hereby notified that all proposals received by HABC shall be included as part of the official contract file. Therefore, any part of the proposals that are not considered confidential, privileged, or proprietary under any applicable Federal, State, or local law shall be available for public inspection upon completion of the procurement process. Any material submitted by the Offeror that is to be considered as confidential must be clearly marked as such; however, the applicable provisions of Federal, State, and local laws shall govern the confidentiality of proposals despite anything contrary to this provision stated in the proposal. HABC is subject to the Texas Public Information Act (Texas Government Code Section 552 et seq.) and Respondents shall be solely responsible for contesting the disclosure of information contained in the response.

**12. MINORITY/WOMEN BUSINESS PARTICIPATION**

The Respondent awarded the contract under this RFQ agrees to use its best efforts to subcontract with minority business enterprises and/or women business enterprises, certified as such or recognized by HABC as a certified M/WBE. Respondent must comply with the M/WBE policies of Bexar County, Texas.

**13. AVAILABILITY OF RECORDS**

The U. S. Department of Housing and Urban Development, the U.S. Government Accounting Office, the Housing Authority of Bexar County, and any duly authorized representatives of each, shall have access to, and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like, of the firm(s) office or firm, which shall relate to the performance of the services to be provided.

**14. APPLICABLE STATUTES AND REGULATIONS**

The selected Respondent shall comply with all applicable federal, state, and local laws, rules, regulations, executive orders, ordinances, and codes and obtain any licenses or permits required to provide the services under this RFQ. In the event that funds derived from federal grants and/or awards are used in connection with this RFQ or any subsequent contract or subcontract awarded under this RFQ, the following requirements may apply and the applicable contract clauses must be inserted in all contracts:

- a. Title VIII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex, or national origin.
- b. Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1989.
- c. The requirements of Executive Order 11246 relating to equal employment opportunity.
- d. Section 3 of the Housing and Urban Development Act of 1968, relating to the training and employment of individuals, and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated.
- e. Executive Orders 11625, 12432, and 12138 relating to the use of minority and women’s business enterprises in connection with federally funded programs.
- f. Davis Bacon Wage Rates under 88 FR 57526
- g. Certification of Payments to Influence Federal Transactions – form HUD 50071

**15. CONFLICT OF INTEREST**

The Respondent warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this contract and the Respondent's organizational, financial, contractual, or other interests are such that: a) award of the contract may result in an unfair competitive advantage or b) the Respondent's objectivity in performing the contract work may be impaired. In the event the Respondent has an organizational conflict of interest as defined herein, the Respondent shall disclose such conflict of interest fully in the proposal submission by completing and submitting the Conflict-of-Interest Questionnaire found in Exhibit B of this RFQ under TAB D. If no conflict of interest exists, Respondent should provide a statement attesting to the fact and submit the statement under TAB D.

No member, officer, or employee of HABC, no member of the governing body of the locality, in which the project is situated, no member of the governing body in which HABC is active, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof. HABC reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision. No member of or delegate to the U.S. Congress or Resident Commissioner shall be allowed to any share or part of this contract or to any benefit to arise. This provision shall be construed to include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

**16. INDEMNITY**

The selected Respondent shall indemnify and hold harmless HABC, and its affiliates for any and all claims, lawsuits, causes of action and liability arising out of the execution, performance, or nonperformance of this Agreement or in connection with the selected Respondent's use of HABC premises. The costs of any actions stated herein will be the sole responsibility of the selected Respondent.

# EXHIBIT A

Property One

**Bear Springs Apartments**

11803 Marbach Road and 2323 Bear Springs Drive  
San Antonio Texas, 78245

In October of 1994, HABC purchased the 204-unit multi-family apartment complex under the RTC Affordable Housing Disposition Program. The property is subject to a 40-year Land Use Restriction Agreement by making available 72 units for lower income families at rents affordable at the 50% income level. The remaining 132 units are at market rents. The property is located on the far west side of Bexar County at loop 1604 and Marbach Road. The apartment units are located on two separate tracts of land – one north of Marbach Road, and one south of Marbach Road. Amenities include one leasing office, two swimming pools, one tennis court, and two laundry facilities.

Year Built - 1986

Ownership – Fee Simple

Bexar County Property ID – 341962, 340303

Land – 3.607 acres and 6.0476 acres

Number of Units - 203

Total Living Sq. Ft. – 22 buildings @ 219,352 sq.ft.

Unit Breakdown - 32 - eff, 32 - 1 BR, 123 - 2BR, 16 - 3 BR

Current Occupancy Rate – 93%

Current Annual Revenue - \$1,430,000

Current Debt Service – N/A

LIHTC – No

HUD Designated Difficult Development Area (DDA) – No

HUD Designated Qualified Census Tract (QCT) – No

Tax Exempt - Yes



Property Two

**Rosemont at Millers Pond**

6200 Old Pearsall Road

San Antonio, Texas 78242

A LIHTC partnership was formed in September 2001 to develop and lease the 176-unit Rosemont at Miller’s Pond Apartments. The property is located in the southwest area near loop 410 and I-35. On April 30, 2020, an assignment and assumption agreement was entered into whereby the Bexar Management and Development Corporation assumed the role of the substitute limited partner and replaced the investor limited partner and class B limited partner. As a result, the Authority now owns and manages 100% of the partnership. The property is subject to a 40- year Land Use Restriction Agreement. Amenities include a 1,000 sq.ft leasing office/clubhouse, and pool.

Year Built - 2004

Ownership – Fee Simple

Bexar County Property ID – 552160

Land – 15.85 acres

Number of Units - 176

Total Living Sq. Ft. – 10 buildings @ 179,212 sq.ft.

Unit Breakdown - 111 - 2 BR, 52 - 3BR, 13 - 4 BR

Current Occupancy Rate – 90%

Current Annual Revenue - \$1,450,000

Current Debt Service – 2023 Refi @ \$7.2 million

LIHTC – Yes, 17% @ 30% AMI, 34% @ 40% AMI, 34% @ 50% AMI, 17% @ MR

HUD Designated Difficult Development Area (DDA) – No

HUD Designated Qualified Census Tract (QCT) – Yes

Tax Exempt - Yes

Property Three

**Remigio Apartments**

3760 Remigio Street

San Antonio, Texas 78211

This property was previously a U.S. Department of Agriculture and Rural Development funded project – a 76-unit multi-family complex named the Colonia Remigio Valdez, Jr. Apartments for the benefit of migrant farmers. The development is located off I-35 on the southwest side and inside the city limits of San Antonio. The development consists of 38 duplexes on 38 separately designated land tracts. Currently, there is no Land Use Restriction Agreement or Restrictive Covenants on the development, however HABC offers below market rate rents to maintain affordability. All units have off-street parking with front and back yards. Amenities include a leasing office/clubhouse, and a playground. Note this property is subject to development height restrictions.

Year Built - 1981

Ownership – Fee Simple

Bexar County Property ID – Multiple I.D.s

Land – 17.46 acres

Number of Units - 76

Total Living Sq. Ft. – 38 buildings @ 65,409 sq.ft.

Unit Breakdown - 7 - 1BR, 44 - 2 BR, 18 - 3BR, 6 - 4 BR

Current Occupancy Rate – 95%

Current Annual Revenue - \$420,000

Current Debt Service – N/A

LIHTC – No

HUD Designated Difficult Development Area (DDA) – No

HUD Designated Qualified Census Tract (QCT) – No

Tax Exempt – Yes

## EXHIBIT B

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
 Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
 Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
 Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.