

MOTION SHEET TO AMEND ITEM 84 – **VERSION 2**

Amend the Resolution to add the following “Whereas” clauses:

WHEREAS, A second proposed project will be located at 1418 Frontier Valley Road and will be developed according to the Austin Affordability Unlocked Program, including approximately 101 units, including 6 units at 30% AMI, **21 units at 50% AMI**, 1 unit at 60% AMI, 7 units at 70% AMI, 16 units at 80% AMI and 50 units at market rate pricing (“Frontier Valley Development”); and

Replace the Version 2 “Be It Resolved by the City Council of the City of Austin” and “Be It Further Resolved” with the following:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

Provided that the conditions described in this Resolution are met, the Council declares a need for HATC to exercise its powers at the Real Street Development and Frontier Valley Development which are located within the city limits of Austin, Texas.

BE IT FURTHER RESOLVED:

The Council authorizes the City Manager or their designee to negotiate a cooperation agreement that documents the City’s willingness to cooperate with HATC in its endeavor to provide housing for lower income persons at the Real Street Development. The Council authorizes the City Manager to execute the cooperation agreement if HACA approves a resolution and executes cooperation agreement for the same development.

BE IT FURTHER RESOLVED:

The Council authorizes the City Manager or their designee to negotiate a cooperation agreement that documents the City’s willingness to cooperate with HATC in its endeavor to provide housing for lower income persons at the Frontier Valley Development. The Council authorizes the City Manager

to execute the cooperation agreement if the following conditions are met on or before June 23, 2023:

1. HACA approves a resolution and executes cooperation agreement for the Frontier Valley Development; and
2. the parties participating in the Frontier Valley Development sign and record a land use restriction agreement or a similar restrictive instrument against the land used for the Frontier Valley Development; and
3. the land use restriction agreement or similar restrictive instrument contains the following terms:
 - a. effective for a minimum of ~~75~~ 40 years; and
 - b. the Frontier Valley Development will income-restrict at least 50% of the total number of units as set out in Affordability Unlocked (Tier 1). below:
 - i. ~~a minimum of 10 percent of the units for households with AMI of 60% or less; and~~
 - ii. ~~a minimum of 40 percent of the units for households with AMI of 80% or less; and~~
 - c. the bedroom mix of the percentage of income-restricted units will be the same as the bedroom mix for the non-income-restricted units at the Frontier Valley Development; and
 - d. the Frontier Valley Development will not:
 - i. refuse to rent to a household based on source of income, namely Housing Choice Vouchers; or
 - ii. use a financial or minimum income standard that requires a household participating in the Housing Choice Voucher program or other similar program to have a monthly income of more than 250% of the household's share of the total monthly rent payable for the unit; and

- e. the Frontier Valley Development will affirmatively market available unit directly to households participating in the Housing Choice Voucher program or other similar program; and
- f. each lease agreement for a residential unit in the Frontier Valley Development will provide that:
 - i. the landlord may not request or require a tenant to waive the protections described in this Clause;
 - ii. the landlord may not retaliate against the tenant or the tenant's guests by taking an action because the tenant established, attempted to establish, or participated in a tenant organization; and
 - iii. the landlord may refuse to renew the lease only when the tenant:
 - 1. is in material noncompliance with the lease, including nonpayment of rent;
 - 2. committed one or more substantial violations of the lease;
 - 3. failed to provide required information on the income, composition, or eligibility of the tenant's household; or
 - 4. committed repeated minor violations of the lease that:
 - disrupt the livability of the property;
 - adversely affect the health and safety of any person or the right to quiet enjoyment of the leased premises and related development facilities;
 - interfere with the management of the development; or
 - have an adverse financial effect on the development, including the failure of the tenant to pay rent in a timely manner; and

- g. to not renew the lease, the landlord must serve a written notice of proposed nonrenewal on the tenant not later than the 30th day before the effective date of nonrenewal.

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