

AN ORDINANCE 100328

AUTHORIZING AWARDS OF TRUST ASSISTANCE FROM THE SAN ANTONIO HOUSING TRUST TOTALING \$1,250,000.00 AVAILABLE FROM ACCRUED INTEREST, HOME AND COMMUNITY DEVELOPMENT FINANCIAL INITIATIVE FUNDS TO SUPPORT THIRTEEN (13) AFFORDABLE HOUSING PROJECTS; AUTHORIZING THE ACCEPTANCE OF A HOUSING TRUST GRANT IN THE AMOUNT OF \$200,000.00 FOR DOWN PAYMENT ASSISTANCE IN CONNECTION WITH THE CITY'S AFFORDABLE SHOWCASE OF HOMES PROJECT LOCATED IN COUNCIL DISTRICT 6; AND AUTHORIZING THE DULY AUTHORIZED REPRESENTATIVES OF THE SAN ANTONIO HOUSING TRUST, SAN ANTONIO HOUSING TRUST FOUNDATION, INC. AND THE CITY OF SAN ANTONIO TO EXECUTE ANY AND ALL DOCUMENTS AND AGREEMENTS IN CONNECTION WITH THESE TRANSACTIONS; APPROPRIATING FUNDS AND PROVIDING FOR PAYMENT.

* * * * *

WHEREAS, pursuant to Ordinance No. 99799, passed and approved on September 23, 2004, the San Antonio City Council authorized initiation of a Housing Trust Funding Round in the amount of \$1,250,000.00; and

WHEREAS, in connection with the Housing Trust Funding Round, the Board of Trustees of the San Antonio Housing Trust approved Resolution T0412-01 dated December 6, 2004 recommending City Council approval of thirteen (13) project awards; and

WHEREAS, in connection with said Resolution, the sum of \$1,250,000.00 is currently available from accrued interest and from HOME and Community Development Financial Initiative funds; and

WHEREAS, pursuant to Ordinance No. 99798 passed and approved on September 23, 2004, the City of San Antonio delegated the administration of the San Antonio Housing Trust activities including the 2004-2005 funding round to the San Antonio Housing Trust Foundation, Inc.; and

WHEREAS, the City desires to accept funds from the San Antonio Housing Trust in the amount of \$200,000.00 for the City to subsequently enter into a contract with the San Antonio Housing Trust Foundation, Inc. for the provision of down payment assistance services in connection with the Affordable Showcase of Homes Project; and

WHEREAS, it is the City Council's intention to authorize the allocation of San Antonio Housing Trust Funds to said projects, and accept the previously described funds from the San Antonio Housing Trust for the City to enter into a contract with the San Antonio Housing Trust Foundation, Inc. for down payment assistance services; **NOW THEREFORE**:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. Awards of Trust assistance from the San Antonio Housing Trust totaling \$1,250,000.00 available from accrued interest, HOME, and Community Development Financial Initiative (CDFI) funds to support thirteen (13) affordable housing projects are hereby authorized. A listing of such awards is attached hereto and incorporated herein for all purposes as Attachment I.

SECTION 2. The Interim City Manager or in his stead, either an Assistant City Manager, the Assistant to the City Manager or the Director of the Neighborhood Action Department are hereby authorized to accept housing funds on behalf of the City from the San Antonio Housing Trust in the amount of \$200,000.00 for down payment assistance in connection with the Affordable Showcase of Homes Project located in Council District 6. The City of San Antonio does not receive any of the above mentioned funds however the City provides support to identify the clients to receive down payment assistance. The Interim City Manager or in his stead, either an Assistant City Manager, the Assistant to the City Manager or the Director of Neighborhood Action is authorized to execute an agreement with the San Antonio Housing Trust Foundation, Inc. to provide down payment assistance services in connection with the City's Affordable Showcase of Homes Project located in Council District 6.

SECTION 3. The duly authorized representative of the San Antonio Housing Trust and the San Antonio Housing Trust Foundation, Inc. is authorized to execute any and all agreements and other documents necessary to effectuate the above transactions.

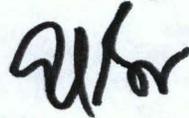
SECTION 4. The Interim City Manager or in his stead, either an Assistant City Manager or the Assistant to the City Manager or the Director of the Neighborhood Action Department are authorized to execute any and all documents and agreements to effectuate the above transactions.

SECTION 5. The financial allocations in this ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the Interim City Manager, an Assistant City Manager or an Assistant to the City Manager, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP internal orders and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

SECTION 6. The City of San Antonio will make available the amount of \$280,000.00 accounted for in Trust Fund No. 29613000, entitled "San Antonio Housing Trust Fund" for the eligible affordable housing projects set forth in Section 1 of this ordinance. Funding in the amount of \$970,000.00 will be made available by the San Antonio Housing Trust Foundation, Inc. for said projects.

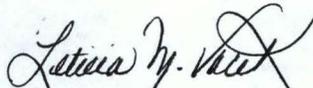
SECTION 7. This ordinance shall become effective on and after January 30, 2005.

PASSED AND APPROVED this 21st day of January, 2005.

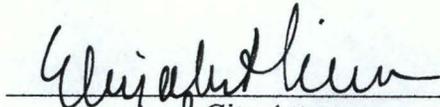


M A Y O R

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

Agenda Voting Results

Name: 40.

Date: 01/21/05

Time: 01:43:27 AM

Vote Type: Multiple selection

Description: An Ordinance authorizing awards of trust assistance from the San Antonio Housing Trust totaling \$1,250,000.00 available from accrued interest, Home and Community Development Financial Initiative Funds to support thirteen (13) affordable housing projects; authorizing the acceptance of a Housing Trust Grant in the amount of \$200,000.00 for down payment assistance in connection with the City's Affordable Showcase Of Homes Project located in Council District 6; and authorizing the duly authorized representatives of the San Antonio Housing Trust, San Antonio Housing Trust Foundation, Inc. and the City Of San Antonio to execute any and all documents and agreements in connection with these transactions; appropriating funds and providing for payment. [Presented by David D. Garza, Director, Neighborhood Action; Jelynn LeBlanc Burley, Assistant City Manager]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1	Not present			
JOEL WILLIAMS	DISTRICT 2	Not present			
RON H. SEGOVIA	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
ENRIQUE M. BARRERA	DISTRICT 6		x		
JULIAN CASTRO	DISTRICT 7	Not present			
ART A. HALL	DISTRICT 8	Not present			
CARROLL SCHUBERT	DISTRICT 9	Not present			
CHRISTOPHER "CHIP" HAAS	DISTRICT_10		x		
MAYOR ED GARZA	MAYOR		x		

Hall motioned to Lisa to vote yes for him

ATTACHMENT I

San Antonio Housing Trust

Trust SAHT • Education SAHTE • Investment Corp SAHTIC • Finance Corp SAHTFC •

2004 HOUSING TRUST FUNDING ROUND RECOMMENDATIONS FOR TRUST ASSISTANCE

January 11, 2005

At its September 2004 meeting the Board of Trustees of the San Antonio Housing Trust approved a resolution recommending that City Council approve to initiate a Funding Round of \$1,250,000 in Trust funds. City Council approved the \$1,250,000 funding round on September 24, 2004 at which point the competitive Request for Proposals (RFP) was published. Sixteen requests for funding were received by the deadline, and the Board and staff conducted a thorough review process.

At the December 6th meeting of the City of San Antonio Housing Trust, the Board of Trustees approved a resolution recommending that City Council approve the recommendations for Housing Trust assistance outlined below.

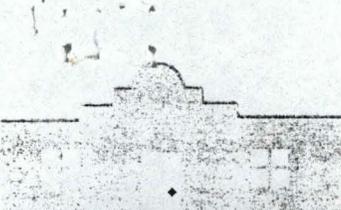
The following Awards of Housing Trust assistance are recommended.

Under Multifamily:

1. \$300,000 loan to Alamo Area Mutual Housing Association to renovate and modernize 267 units of the Huntley Manor and Thompson Place Apartments.
2. \$85,000 loan to Housing and Community Services, Inc., to be used for predevelopment expenses associated with the acquisition and rehab of "Vista Verde II & Vista Verde I Apartments".
3. \$85,000 loan to Seton Home to be used as gap financing for the 24-unit "Seton Home Transitional Living Facility" for homeless pregnant and/or parenting teens who have made the choice to keep their babies.
4. \$100,000. Loan to Inner-City Enterprises, Inc., to be used for pre-development costs for the "Oscar Eason, Sr. Multiuse Center" a senior housing market rate apartments.

Under Single Family:

1. \$200,000 loan to the COSA Neighborhood Action Department to be used for down payment assistance for families purchasing a home in any of the "ASOH (Affordable Showcase of Homes)" projects
2. \$70,000 revolving loan to San Antonio Development Agency and San Antonio Affordable Housing Inc., to purchase 21 lots that will be used to build affordable single-family homes.



San Antonio Housing Trust

Trust SAHT • Foundation SAHTF • Investment Corp SAHTIC • Finance Corp SAHTFC •

3. \$95,000 loan to Merced Housing Texas to increase their existing \$105,000 line of credit to be used in the Single-Family Acquisition Program of the "Merced Selah Housing Service Program".
4. \$45,000 loan to Neighborhood Housing Services of San Antonio & American Sunrise to be used to install energy-efficiency building improvements for each of the twenty-five (25) newly built homes of the "Mira Vista Subdivision".
5. \$40,000 Loan to San Antonio Development Agency to be used to rehabilitate twelve (12) homes for the "Historic Gardens Phase III Affordable Housing Development".
6. \$15,000 loan to Our Casas Resident Council, Inc., to purchase 4 vacant lots and the construction of 4 affordable single family homes in the Sunny Slope neighborhood for the "Sunny Slope Single Family In-fill Project".
7. \$150,000 grant to Merced Housing Texas to be used, through the "Espada Sewer Connect Program" in collaboration with Los Vecinos de Las Misiones, SAWS, and the City of San Antonio (CoSA) to provide home improvements in order to receive lateral connections to the sewer mains for approximately 20 low-income families.
8. \$12,500 loan to the San Antonio Youth Center (SAYC) for its "Alamo City YouthBuild Program to rehabilitate two unoccupied single family homes located in the City of San Antonio that were donated by the San Antonio Housing Authority to SAYC at no cost.
9. \$52,500 grant to the Greater San Antonio Education Foundation & COSA Neighborhood Action Dept. to be used in their District 6 Sweep in conjunction with the Affordable Showcase of Homes projects.

**CITY OF SAN ANTONIO
NEIGHBORHOOD ACTION DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: David D. Garza, Director, Neighborhood Action Department

SUBJECT: San Antonio Housing Trust Funding Round Recommendations

DATE: January 20, 2005

SUMMARY AND RECOMMENDATIONS

An ordinance approving Resolution T0412-01 approved by the San Antonio Housing Trust Board with the recommendations in connection with the 2004 Funding Round in the amount of \$1,250,000; authorizing the allocation and expenditure of \$1,150,000 in funds from the City of San Antonio Housing Trust Fund; and authorizing the Interim City Manager or his designee to execute any and all related documents in connection therewith.

The following is a summary of the proposed projects to be funded:

- 1) \$300,000 to Alamo Area Mutual Housing Association for rehabilitation funds for the Thompson Place Apartments located in District 5.
- 2) \$85,000 to Housing and Community Services, Inc. for acquisition of Vista Verde I & II located in District 5.
- 3) \$85,000 to Seton Home for the housing quarters of the expansion to the transitional living facility located in District 3.
- 4) \$100,000 to Innerscity Enterprises, Inc. for development of the Oscar Eason, Sr. multi center located in District 2.
- 5) \$200,000 to the City of San Antonio Neighborhood Action Department for down payment assistance for the Affordable Showcase of Homes located in District 6.
- 6) \$70,000 to San Antonio Development Agency for revolving loan fund for lot assembly for infill housing within Loop 410 (city wide).
- 7) \$95,000 to Merced Housing Texas for increase to existing revolving loan fund for single family housing rehabilitation program (city wide).
- 8) \$45,000 to Neighborhood Housing Services in partnership with American Sunrise for the energy upgrades to Mira Vista subdivision located in District 7.
- 9) \$40,000 to San Antonio Development Agency for rehabilitation of housing units in connection with Historic Gardens Phase III.
- 10) \$15,000 to Our Casas Resident Council for area rehabilitation of affordable housing in Sunny Slope located in District 3.
- 11) \$150,000 to Merced Housing Texas for lateral connections and housing rehabilitation for the Espada Road sewer project in District 3.
- 12) \$12,500 to San Antonio Youth Centers, Inc. for rehabilitation of homes on Halliday and Essex located in District 3.
- 13) \$52,500 to the Greater San Antonio Education Foundation & City of San Antonio Neighborhood Action Department for a minor repair program in Arroyo Vista Showcase of Homes area located in District 6.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

On August 16, 2004, the Board of Trustees of the San Antonio Housing Trust Fund approved a resolution recommending to City Council approval of a Housing Trust Funding Round in the amount of \$1,250,000. As required by the Rules and Regulations of the San Antonio Housing Trust, the City Council approved the proposed Funding Round on September 23, 2004 at which point the competitive Request for Proposals (RFP) was published and released.

Sixteen requests for funding were received by the deadline of November 1, 2004. The Trust Selection Committee of the Board reviewed the proposals and made recommendations to the Board. All applicants were invited to an interview/question and answer session, which was held on Saturday, November 20, 2004. This provided an opportunity for the Board to ask questions and clarify components of the proposals.

POLICY ANALYSIS

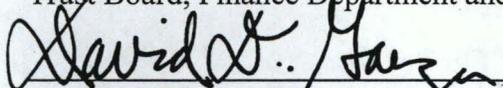
The San Antonio Housing Trust Foundation has followed the process for the funding round as outlined in the Rules and Regulations of the San Antonio Housing Trust. Attachment A provides a listing of project proposals. The City of San Antonio Housing Trust Board of Trustees approved a resolution on Monday, December 6, 2004 with the above listing of projects to be recommended to the City Council for consideration and approval.

FISCAL IMPACT

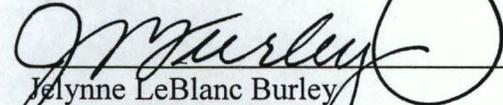
There is no fiscal impact to the General Fund. The \$1,150,000 in Housing Trust Funds were allocated by the City Council ordinance, which authorized the Funding Round in September. The San Antonio Housing Trust Foundation, Inc. has the remaining \$150,000 from Community Development Financial Initiative (CDFI) and HOME funds previously awarded.

COORDINATION

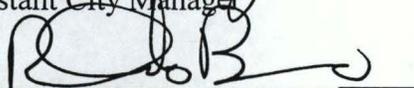
This item is scheduled to be considered by the City Council Urban Affairs Committee at the meeting on January 10, 2005. This item has been coordinated with the San Antonio Housing Trust Board, Finance Department and the City Attorney's Office.



David D. Garza, Director
Neighborhood Action



Jelynn LeBlanc Burley
Assistant City Manager



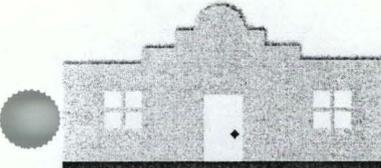
J. Rolando Bono
Interim City Manager

Attachment A

**2004 HOUSING TRUST \$1.250 MILLION FUNDING ROUND
SAHTF BOARD RECOMMENDATION TO CITY COUNCIL**

Approved September 24, 2004

Multi-Family		COUN.	REQUESTED	NO OF	TOTAL PROJECT	BOARD	NO OF	COST/	TYPE	TYPE OF	
SPONSOR	PROJECT	DIST.	AMOUNT	UNITS	COST	RECOMMENDATION	UNITS	UNIT	FUNDING	CONSTRUCTION	
1	Alamo Area Mutual Hosing Association	Thompson Place/Huntley Manor	5	\$700,000	267	\$7,916,775	\$ 300,000	267	2,439.02	Loan	Rehabilitation
2	Innercity Enterprises, Inc.	Oscar Eason, Sr. Multi-Use Center	2	\$175,000	60	\$4,189,114	\$ 100,000	60	2,917.00	Loan	New Construction
3	Housing & Community Svc.'s, Inc.	Vista Verde I & II	5	\$114,000	190	\$5,320,000	\$ 85,000	190	699.00	Loan	Rehabilitation
#	Seton Home	Seton Home Transitional Living Facility	3	\$100,000	24	\$5,375,449	\$ 85,000	24	4,167.00	Loan	New Construction
#	Retirement Housing Foundation	Oak Knoll Villa	7	\$200,000	61	\$4,154,837	\$ -		3,278.00	N/A	Grant
						\$26,956,175	\$ 570,000				
Single Family											
5	COSA - Neighborhood Action Dept.	Downpayment Assistance for Affordable Showcase of Homes	6	\$200,000	20	\$460,000	\$ 200,000	20	10,000.00	Loan	New Construction
6	San Antonio Youth Centers, Inc.	Halliday House & Essex House	2/3	\$23,889	2	\$64,390	\$ 12,500	2	12,445.00	Loan	Rehabilitation
7	NHS of SAT with American Sunrise	Mira Vista Subdivision	7	\$62,500	25	\$2,730,000	\$ 45,000	25	2,500.00	Loan	New Construction
8	Greater San Antonio Education Foundation & COSA Neighborhood Action Dept.	Arroyo Vista Subdivision in District 6	6	\$100,000	30	\$150,000	\$ 52,500	30	5,000.00	Grant	Rehabilitation
9	San Antonio Development Agency with San Antonio Affordable Housing	Infill Housing Within Loop 410 Project (Harlandale ISD)	21	\$75,000	21	\$75,000	\$ 70,000	21	3,571.00	Loan	Rehabilitation
#	San Antonio Development Agency	Historic Gardens Phase III Affordable Housing Development	12	\$80,000	12	\$180,000	\$ 40,000	12	6,700.00	Loan	Rehabilitation
#	Merced Housing	Merced Selah Housing Service Program	3	\$95,000	3	\$95,000	\$ 95,000	3	31,666.00	Loan	Acquisition/rehab
#	Merced Housing	Espada Sewer Connect Program	3	\$200,000	20	\$200,000	\$ 150,000	20	20,000.00	Grant	Rehabilitation
#	Our Casas Resident Council	Sunny Slope	3	\$30,000	4	\$75,000	\$ 15,000	4	7,500.00	Loan	Acquisition
#	Our Casas Resident Council	Yellow Rose Rental Rehab	3	\$84,000	3	\$124,800	\$ -		28,000.00	N/A	Rehab
					742	\$4,154,190	\$ 680,000	678			
COMMERCIAL											
4	COSA - Neighborhood Action Dept.	Neighborhood Commercial Revitalization Revolving Loan Fund	6	\$250,000	25		\$ -		25,000.00	N/A	Commercial Rehab
Leveraging % Funded	25:1 88%										
						\$2,489,389	767	\$31,110,365	\$ 1,250,000	678	



San Antonio Housing Trust

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2004 HOUSING TRUST FUNDING ROUND RECOMMENDATIONS FOR TRUST ASSISTANCE

January 11, 2005

At its September 2004 meeting the Board of Trustees of the San Antonio Housing Trust approved a resolution recommending that City Council approve to initiate a Funding Round of \$1,250,000 in Trust funds. City Council approved the \$1,250,000 funding round on September 24, 2004 at which point the competitive Request for Proposals (RFP) was published. Sixteen requests for funding were received by the deadline, and the Board and staff conducted a thorough review process.

At the December 6th meeting of the City of San Antonio Housing Trust, the Board of Trustees approved a resolution recommending that City Council approve the recommendations for Housing Trust assistance outlined below.

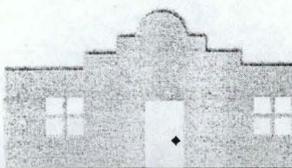
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4. \$100,000. Loan to Inner-City Enterprises, Inc., to be used for pre-development costs for the "Oscar Eason, Sr. Multiuse Center" a senior housing market rate apartments.

Under Single Family:

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2. \$70,000 revolving loan to San Antonio Development Agency and San Antonio Affordable Housing Inc., to purchase 21 lots that will be used to build affordable single-family homes.



San Antonio Housing Trust

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3. \$95,000 loan to Merced Housing Texas to increase their existing \$105,000 line of credit to be used in the Single-Family Acquisition Program of the "Merced Selah Housing Service Program".
4. \$45,000 loan to Neighborhood Housing Services of San Antonio & American Sunrise to be used to install energy-efficiency building improvements for each of the twenty-five (25) newly built homes of the "Mira Vista Subdivision".
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8. \$12,500 loan to the San Antonio Youth Center (SAYC) for its "Alamo City YouthBuild Program to rehabilitate two unoccupied single family homes located in the City of San Antonio that were donated by the San Antonio Housing Authority to SAYC at no cost.
9. \$52,500 grant to the Greater San Antonio Education Foundation & COSA Neighborhood Action Dept. to be used in their District 6 Sweep in conjunction with the Affordable Showcase of Homes projects.

<u>Approval</u>		CITY OF SAN ANTONIO	Date Considered:
<u>Finance</u>	<u>Budget</u>	Request For Ordinance/Resolution	Consent [] Individual [X]
[]	[]		Item No. 40
<u>Legal</u>	<u>Coordinator</u>		Ord. No
[]	[]		

Date:	Department:	Contact Person/Phone #:
January 5, 2005	NEIGHBORHOOD ACTION	David D. Garza/75850

Date Council Consideration Requested:	Deadline for Action:	Dept. Head Signature:
January 20, 2005	January 20, 2005	<i>David D. Garza</i>

SUMMARY OF ORDINANCE

An ordinance approving Resolution T0412-01 approved by the San Antonio Housing Trust Board with the recommendations in connection with the 2004 Funding Round in the amount of \$1,250,000; authorizing the allocation and expenditure of \$1,150,000 in funds from the City of San Antonio Housing Trust Fund; and authorizing the Interim City Manager or his designee to execute any and all related documents in connection therewith.

The following is a summary of the proposed projects to be funded:

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- 10) \$15,000 to Our Casas Resident Council for area rehabilitation of affordable housing in Sunny Slope located in District 3.
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- 13) \$52,500 to the Greater San Antonio Education Foundation & City of San Antonio Neighborhood Action Department for a minor repair program in Arroyo Vista Showcase of Homes area located in District 6.

Staff recommends approval of this ordinance.

Other Depts., Boards, Committees Involved (please specify):	San Antonio Housing Trust
Contract signed by other party	Yes [] No []

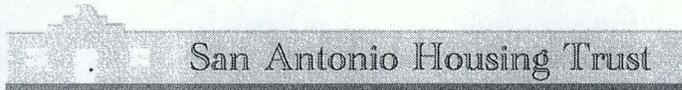
FISCAL DATA	Budgetary Implications
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Fund No.
 Activity No.
 Index Code:
 Object Code:

Amt. Expended: N/A
 SID No.
 Project No.

Funds/Staffing Budgeted Yes [] No []
 Positions Currently Authorized Yes [] No []
 Impact on future O&M
 If positions added, specify class and no.

Comments:



Trust SAHT Foundation SAHTF Investment Corp SAHTIC Finance Corp SAHTFC



San Antonio Housing Trust

Recommendations for the 2004 Funding Round

**City Council
January 20, 2005
Item #40**

1

ORDINANCE

- Authorizes the Awards of Trust Assistance from the San Antonio Housing Trust totaling \$1,250,000
- Supports funding for thirteen affordable housing projects
- Authorizes acceptance of \$200,000 for down payment assistance in connection with the City's Affordable Showcase of Homes

2

BACKGROUND

- The SAHT Board recommended the Funding Round in September 2004.
- The City Council approved the Funding Round and authorized the publication of the Notice of Funding Availability (NOFA) for the 2004 Funding Round.
- The NOFA was advertised with a proposal deadline of November 1, 2004.
- The SAHT Board developed a committee to review the proposals and make a recommendation to the Board.

3

BACKGROUND (Cont.)

- The Board held interviews in November to get more information on the project proposals submitted.
- The SAHT Board held a meeting on December 6, 2004 to make the final recommendations for the 2004 Funding Round.

4

PROPOSED PROJECTS

Multifamily

- \$300,000 loan to Alamo Area Mutual Housing Association to renovate and modernize 267 units of the Huntley Manor and Thompson Place Apartments (District 5)
- \$85,000 loan to Housing and Community Services, Inc. to be used for predevelopment expenses associated with the acquisition and rehab of Vista Verde II & Vista Verde I Apartments (District 5)

5

PROPOSED PROJECTS (cont.)

Multifamily

- \$85,000 loan to Seton Home to be used as gap financing for the 24-unit Seton Home Transitional Living Facility for homeless pregnant and/or parenting teens who have made the choice to keep their babies (District 3)
- \$100,000 loan to Inner-City Enterprises, Inc. to be used for pre-development costs for the Oscar Eason, Sr. Multiuse Center, a senior housing market rate apartments (District 2)

6

PROPOSED PROJECTS (cont.)

Single Family

- \$200,000 to the City's Neighborhood Action Department to be used for down payment assistance loans to first time moderate-income homebuyers (81-120% of the Area Median Income) in the Affordable Showcase of Homes projects (District 6)
- \$70,000 revolving loan to San Antonio Development Agency and San Antonio Affordable Housing, Inc. to purchase 21 lots that will be used to build affordable single-family homes (city-wide)

7

PROPOSED PROJECTS (cont.)

Single Family

- \$95,000 loan to Merced Housing Texas to increase their existing \$105,000 line of credit to be used in the Single-Family Acquisition Rehab/Resale Program (District 3)
- \$45,000 loan to Neighborhood Housing Services of San Antonio & American Sunrise for the installation of energy-efficiency building improvements for twenty-five new homes in the Mira Vista subdivision (District 7)

8

PROPOSED PROJECTS (cont.)

Single Family

- \$40,000 loan to San Antonio Development Agency to be used to rehabilitate twelve homes in connection with Historic Gardens Phase III Affordable Housing Development (District 2)
- \$15,000 loan for gap financing in connection with Our Casas Resident Council, Inc. for in-fill development of four newly constructed affordable single family homes on four vacant lots in the Sunny Slope neighborhood (District 3)

9

PROPOSED PROJECTS (cont.)

Single Family

- \$150,000 grant to Merced Housing Texas to provide approximately twenty low-income families with housing rehabilitation assistance in connection with the SAWS Espada Road Sewer Project (District 3)
- \$12,500 loan to the San Antonio Youth Center (SAYC) for its Alamo City YouthBuild Program to rehabilitate two unoccupied single family homes donated by the San Antonio Housing Authority (District 3)

10

PROPOSED PROJECTS (cont.)

Single Family

- \$52,500 grant to the Greater San Antonio Education Foundation to provide low-income families with housing repairs in an effort to provide additional revitalization in the area surrounding the Arroyo Vista Affordable Showcase of Homes (District 6)

11

FINANCIAL IMPACT

- Housing Trust Fund awards for projects total \$1,250,000
 - \$870,000 in returned principle and income from previously funded projects awarded with Housing Trust funds
 - \$280,000 in interest received from investments of the Housing Trust Corpus
 - \$100,000 of recycled HOME/NCDI Funds for Community Development Housing Organization (CHDO) projects
- The projects will leverage \$25:\$1 of housing trust funds

12

COORDINATION AND RECOMMENDATIONS

- This item has been coordinated with the Neighborhood Action Department, City Attorney's Office and the Finance Department.
- The Housing Trust Board recommends approval of this item.
- Staff recommends approval.

**SAN ANTONIO HOUSING TRUST FOUNDATION, INC.
AND**

**CITY OF SAN ANTONIO
NEIGHBORHOOD ACTION DEPARTMENT**

**AGREEMENT FOR TRUST ASSISTANCE
(ARROYA VISTA)**

This Agreement for Trust Assistance (hereinafter called "Agreement") is made between the SAN ANTONIO HOUSING TRUST FOUNDATION, INC. (hereinafter called "FOUNDATION"), as the administrative and fiscal agent for the City of San Antonio Housing Trust, and CITY OF SAN ANTONIO – NEIGHBORHOOD ACTION DEPARTMENT (hereinafter called "SPONSOR"), according to the terms provided below and as evidenced by the signatures below:

WHEREAS, pursuant to Ordinance No. 67895 passed September 8, 1988, the City dedicated certain funds through a Declaration of Trust to the City of San Antonio Housing Trust for the promotion of affordable housing projects and programs; and

WHEREAS, under Board of Trustees Resolution No.T0412-01, passed December 6, 2004, and City Council Ordinance No. 100328, passed January 21, 2005, the City of San Antonio Housing Trust approved the disbursement of Two Hundred Thousand and No/100 Dollars (\$200,000.00) as an award of Trust assistance to SPONSOR for the provision of down payment assistance services in connection with the Arroyo Vista Affordable Showcase of Homes Down Payment Assistance Project, hereinafter called "the Project" and under the terms and conditions as described below; and

WHEREAS, under an Administrative and Fiscal Contract with the City of San Antonio, authorized by City Council Ordinance No. 99798, passed September 23, 2004, the San Antonio Housing Trust Foundation, Inc. is responsible for the fiscal and administrative management of the disbursement of awards of Trust assistance authorized by the Board of Trustees of the City of San Antonio Housing Trust (hereinafter called "Board of Trustees") and City Council; and

WHEREAS, the Final Rules and Regulations for the Operation of the San Antonio Housing Trust, amended by Board of Trustees Resolution No. T0408-01, passed August 16, 2004, and approved by City Council Ordinance No. 99800, passed September 23, 2004, require that each sponsor execute an Agreement for Trust Assistance setting forth the terms of the award to promote the performance of the project or program and protect the interests of the Trust.

NOW THEREFORE: The FOUNDATION and SPONSOR agree as follows:

I. PROJECT DEVELOPMENT AND OPERATION REQUIREMENTS

1.1 **EFFECTIVE PERIOD.** The SPONSOR'S substantial compliance with the terms of this Agreement will begin upon the date of execution of this Agreement. This Agreement will continue in effect until the SPONSOR fulfills its obligations under this Agreement or under any other contract related to this Agreement.

1.2 **APPROVED PROJECT.** The funds provided under this Agreement are to be used solely for the following purposes and under the following conditions:

(A) Project. The Arroyo Vista Affordable Showcase of Homes Down Payment Assistance Project (hereinafter referred to as the "Project") pursuant to this Agreement shall make available funds for down payment and closing costs to eligible qualified first-time homebuyers. The funds shall be used for down payment and closing costs as listed and delineated in Exhibit "A" attached hereto and incorporated herein for all purposes.

(B) Eligible Property. Each property must be located within the city limits of San Antonio and must not exceed a sales price of \$89,000.00. The property must further be occupied by an individual receiving assistance for the acquisition of said property and must comply with the provisions set out in Section 1.2 (D) of this Agreement.

(C) Allowable Costs. The funds provided under this Agreement may be used only to pay the necessary and customary costs, also referred herein as "Allowable Costs," as mentioned above and referenced in Exhibit "A".

(D) Income Eligibility. The SPONSOR shall insure that one hundred percent (100%) of the Properties assisted under this Agreement shall be affordable by persons whose income does not exceed one hundred twenty percent (120%) of the U.S. Department of Housing and Urban Development (HUD) Area Median Income, adjusted for household size, for a period of ten (10) years from the effective date of the Loan for each Property. The SPONSOR shall reasonably verify the income received or attributable to each Client to receive said Assistance provided hereunder and maintain accurate records for disclosure to the FOUNDATION as herein required. The SPONSOR shall ensure that said Client's annual household income at initial occupancy does not exceed one hundred twenty percent (120%) of the HUD area median family income, adjusted for household size. The SPONSOR shall ensure all Clients receiving assistance submit documentation and necessary information to SPONSOR regarding income eligibility.

(E) Loan Documents. The SPONSOR shall ensure that all documents related to the assistance of each Client be submitted to the FOUNDATION no later than forty-five (45) days from the date of loan closing.

(F) Loan Servicing. The FOUNDATION shall be responsible for the maintenance of all Loan Documents for each Client and Property. Loan monitoring and servicing shall be responsibility of the FOUNDATION.

(F) Definitions. For purposes of this Section 1.2, the definition of "income" shall be the same as the definition set forth in 24 CFR Part 813, and the definitions of "family" and other related terms (such as "elderly family," "disabled person," and "handicapped person") shall be the same as those definitions set forth in 24 CFR Part 812, Subpart A.

(G) Other Requirements. The SPONSOR shall ensure that the Project shall meet such other requirements as the FOUNDATION may reasonably require in the interests of the San Antonio Housing Trust with adequate notice to the SPONSOR.

1.3 TYPE OF ASSISTANCE. The award of Trust assistance in the amount of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) to SPONSOR under this Agreement will be made as a grant (the "Grant") by the FOUNDATION to the SPONSOR on the terms and conditions set forth in this Agreement. Neither the City of San Antonio Housing Trust nor the San Antonio Housing Trust Foundation, Inc., nor its subsidiaries, will be obligated to make any additional disbursements to the SPONSOR under this Agreement.

1.4 REPAYMENT AND SECURITY. Each of the loans to first-time homebuyers to be funded hereunder (such loans being referred to herein individually as the "Loan" and collectively as the "Loans") shall be subordinate to one or more permanent mortgage loans as have been previously approved by the FOUNDATION from one or more institutional sources obtained by the owner (the "Senior Loans"). Each Loan will have a term of ten (10) years beginning on the date that the Senior Loan has been executed at a rate of three percent (3%) per annum until the date of maturity, provided that the Loan is not in default. Each Loan shall be evidenced by a promissory note in an original principal amount which does not exceed \$10,000.00, executed by the owner of the Property, payable to the order of the FOUNDATION (the "Note"), and shall be secured by a deed of trust, security agreement, and other security instrument (collectively, the "Security Instruments"), creating an enforceable lien against the Property in favor of the FOUNDATION, or its successor or assigns, as beneficiary (the Note and the Security Instruments are sometimes referred to herein collectively as the "Loan Documents"). The Loan Documents will require the Loan to be repaid by the owner in fully amortizing monthly payments of principal. The Loan may be prepaid in whole or in part without penalty. All past due principal and accrued and unpaid interest shall bear interest at a rate equal at all times to the highest permitted lawful interest rate per annum from maturity until paid. The Loan Documents shall provide that any sale, transfer, conveyance, assignment or encumbrance of all or any interest in all or part of the property to any third party shall be an event of default and the entire remaining balance of principal (and any accrued interest) on the Loan shall be immediately due and payable at the option of the holder of the Note, and that if the Loan is placed in the hands of

an attorney for collection, or suit is brought on same, or the same is collected through bankruptcy or other judicial proceedings, then the maker of the Note shall pay all reasonable attorney's fees and court costs incurred by the holder of the Note.

1.5 DISBURSEMENT PROCEDURES. Upon request by SPONSOR with proper documentation, the FOUNDATION shall disburse said funds on behalf of the SPONSOR in accordance herewith. Each disbursement hereunder shall be made contemporaneously with the closing of the Loan to finance the payment of Allowable Costs to be incurred in connection with acquisition of the Property which are not defrayed from other funding sources. Not less than five (5) days prior to the date of the closing of each Loan, the SPONSOR shall submit to the FOUNDATION the following:

- (A) Request for Funds with copy of underwriting information for the Senior Loans;
- (B) Copy of title commitment showing mortgagee policy in amount of the Loan with the SPONSOR identified as an insured, together with all other required mortgagees and amounts of each loan; and
- (C) Copy of a draft HUD-1 settlement statement.

Upon the FOUNDATION'S receipt of the information listed ~~in~~ above and its approval of the SPONSOR'S request for disbursement, the FOUNDATION shall instruct its legal counsel to prepare the Loan Documents and shall disburse the funds at the closing by a certified check made payable to the order of the Title Company or other person designated in writing by SPONSOR.

1.6 EXPENSES AND LEGAL FEES. As a condition of initial funding hereunder, the client shall pay the reasonable attorneys' fees incurred by the FOUNDATION in connection with the preparation and execution the Loan Documents. Thereafter, the client shall pay on demand and generally at closing all expenses, including without limitation, reasonable attorneys' fees, necessarily incurred by the FOUNDATION in connection with the implementation of the Project and the enforcement, amendment, modification, suspension, or termination of this Agreement or the Loan Documents.

1.7 APPROVALS. Unless otherwise provided, any approval of the FOUNDATION required herein shall be made in writing by the Executive Director of the FOUNDATION without further action or resolution of the Board of Directors of the FOUNDATION. Unless otherwise expressly provided herein, the FOUNDATION shall have no obligation to grant any such approval and may withhold or condition any such approval in the sole discretion of the FOUNDATION.

II. GENERAL PROVISIONS

2.1 **DECLARATION OF TRUST.** The funds provided under this Agreement must be used within the purposes of the City of San Antonio Housing Trust Declaration of Trust, Article I, Section 1.2, incorporated herein by reference.

2.2 **CONTRACT AUTHORITY.** The SPONSOR represents and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required.

2.3. **EXECUTION AUTHORITY.** The signer of this Agreement for SPONSOR represents and guarantees that he or she has full legal authority to execute this Agreement on behalf of SPONSOR and to bind SPONSOR to all terms, performances and provisions herein contained.

2.4. **SUSPENSION OR TERMINATION.** In the event a dispute arises as to the legal authority to enter into this Agreement of either the SPONSOR or the person signing on behalf of the SPONSOR, the FOUNDATION will have the right, at its option, to either temporarily suspend or permanently terminate this Agreement.

2.5. **COMPLIANCE.** The SPONSOR understands that the funds provided it under this Agreement are funds that have been made available through the City of San Antonio Housing Trust. The SPONSOR will comply with all rules, regulations, policies, and procedures applicable to these funds as directed by the City of San Antonio Housing Trust Board of Trustees. The SPONSOR agrees to abide by any future amendments or additions to such rules and regulations as may be promulgated by the City of San Antonio Housing Trust Board of Trustees.

2.6 **ANTI-WAIVER.** Previous breach of any of the terms or conditions of this Agreement shall not constitute a waiver or preclude the FOUNDATION'S termination right for successive breach of the same condition.

2.7 **SOURCE OF FUNDING.** The sole source of funding for the Grant shall be the interest income of the City of San Antonio Housing Trust deposited in the FOUNDATION'S disbursement account, and this Agreement does not authorize the disbursement of any other funds, monies or credits of the FOUNDATION, the City of San Antonio Housing Trust, or the City of San Antonio to the SPONSOR.

2.8 **SOLICITATION.** The SPONSOR warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and further that no such understanding or agreement exists or has existed, with any officer, director or employee of the SPONSOR, the

FOUNDATION or the City of San Antonio.

2.9 **USE OF FUNDS.** The SPONSOR shall use the funds disbursed hereunder exclusively for the purpose and in the manner set forth in this Agreement. Any modification of the use of funds proposed by SPONSOR shall require prior written approval of the FOUNDATION, and, if decided by the City of San Antonio Housing Trust and the City of San Antonio, the prior approval of the Board of Trustees and City Council, respectively.

2.10 **FRAUD AND ABUSE OF FUNDS.** The SPONSOR shall establish and use internal program management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse.

2.11 **PUBLICITY.** Any publications, press releases or announcements, signs and other publications used to publicize the Project by SPONSOR, if any, shall include a statement similar to the following:

This project/program is supported by funding from the City of San Antonio Housing Trust.

2.12 **POLITICAL ACTIVITY.** None of the performance rendered under this Agreement shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for any political activity including, but not limited to, an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation.

2.13 **CONFLICT OF INTEREST.** The SPONSOR, any member of its governing body or its staff shall not have any interest directly or indirectly that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Persons having such interest may not be employed or serve as a member of its governing body or of its staff.

2.14 **FAIR HOUSING.** The SPONSOR shall not discriminate unlawfully on the basis of race, color, religion, sex, national origin, age, handicap or familial status or support directly or indirectly any individual or organization that does. The SPONSOR shall comply with the federal Fair Housing Act, Title VIII of the Civil Rights Act of 1968, and any similar state laws or municipal ordinances. The SPONSOR shall include in any advertisement of the Project that the Project is an "equal housing opportunity" project.

2.15 **DISCRIMINATION COMPLAINTS.** The SPONSOR shall immediately inform the FOUNDATION in writing of any administrative complaint of illegal discrimination filed with any office of fair housing or equal employment opportunity enforcement or of any lawsuit filed alleging illegal discrimination.

2.16 **CONTRACTS WITH TRUSTEES OR DIRECTORS.** The SPONSOR shall not contract directly or indirectly with any officer, employee or member of the Board of Trustees of the City of San Antonio Housing Trust or the Board of Directors of the San Antonio Housing Trust Foundation, Inc.

2.17 **COMMUNITY RELATIONS.** The SPONSOR shall provide individuals and organizations who may be interested in or affected by the Project or program supported with funds under this Agreement a fair and reasonable opportunity for review and comment on its plans or proposals.

2.18 **EFFECTIVE DATE.** This Agreement shall be effective upon the proper execution of this Agreement by the authorized representatives of the FOUNDATION and SPONSOR. The parties acknowledge to each other that the Board of Trustees of the City of San Antonio Housing Trust and the City of San Antonio City Council has previously approved the terms of this Agreement.

2.19 **NO THIRD PARTY BENEFICIARIES.** The FOUNDATION shall not be obligated to any third parties by virtue of this Agreement, including without limitation, the Eligible Homebuyers who may qualify to receive financing assistance hereunder.

2.20 **RECORDS.** The SPONSOR agrees to forward to the FOUNDATION all Loan Documents and records in connection with the Clients who received assistance pursuant to this Agreement.

2.21 **MONITORING ACCESS.** The Executive Director of the FOUNDATION, or his or her duly authorized representative, may monitor, provide fiscal control, and evaluate SPONSOR'S performance and operations under this Agreement. The SPONSOR shall provide the FOUNDATION staff and other authorized persons, e.g., independent public accountants, architects and engineers, access during regular business hours to any and all SPONSOR'S books, records and files concerning all matters covered by this Agreement as the FOUNDATION may need and request, as often as the FOUNDATION deems necessary for the purposes of audit, monitoring, evaluation, coordination and investigation. The FOUNDATION may make excerpts, transcripts and copies from all such books, records and files, including all agreements, invoices, materials and other data relating to all matters covered by this Agreement.

(A) On-site Inspections. The SPONSOR agrees that during the term of this Agreement any duly authorized representatives of the FOUNDATION may conduct on-site inspections at reasonable times, and interview personnel and clients, for the purpose of evaluating and monitoring the SPONSOR'S operations for compliance with this Agreement.

(B) False Information. The submission of falsified information by SPONSOR or the failure to submit information by SPONSOR as requested by FOUNDATION shall be grounds for termination of this Agreement.

(C) Attendance. Any designated representative of the FOUNDATION may attend any of SPONSOR'S board, executive or staff or other meetings if any item relating to this Agreement shall, or is reasonably anticipated to be discussed.

2.22 **AUDIT CONDITIONS AND REQUIREMENTS.** Upon request, the SPONSOR shall submit to the Executive Director of the FOUNDATION a copy of the SPONSOR'S Comprehensive Annual Financial Review.

2.23 **LAWS.** The SPONSOR understands and agrees to abide by and adhere to all applicable federal, state, and local laws, rules, ordinances, and regulations.

2.24 **CROSS-DEFAULT.** If an event of default occurs under the terms or conditions of any other Trust-related loan or grant to which the SPONSOR is a party, the FOUNDATION may, at its option, declare the grant made hereunder in default, and exercise its legal remedies under this Agreement, other related documents and applicable law.

2.25 **EQUAL OPPORTUNITY.** The SPONSOR shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age, handicap, or political belief or affiliation. The SPONSOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, national origin, religion, sex, age, handicap, or political belief or affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation and selection of training, including apprenticeship.

(A) The SPONSOR shall post in a conspicuous place available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this Nondiscrimination Clause.

(B) The SPONSOR shall, in all solicitations or advertisements for employees placed by or on behalf of the SPONSOR, state that all qualified applicants shall receive fair consideration for employment without regard to race, color, national origin, religion, sex, age, handicap, or political belief or affiliation.

(C) The SPONSOR shall affirmatively abide by and cooperate in the implementation of the policies and practices set forth in this Nondiscrimination Clause, and any additional policies as may be required as a result of local, state or federal initiatives. The SPONSOR shall furnish all information and reports requested by the FOUNDATION and

shall permit access to all books, records, and accounts for purpose of review and investigation to ascertain compliance with such rules and regulations.

(D) If SPONSOR fails or refuses to comply with this Nondiscrimination Clause, this Agreement may be canceled, terminated, or suspended in whole or in part, and the SPONSOR may be debarred from further contracts with the City of San Antonio.

(E) The SPONSOR shall submit an affirmative action plan to the City of San Antonio Equal Employment Opportunity Office ("EEO Office"), if required by applicable laws, rules, and/or regulations. The format of the Affirmative Action Plan shall be designated by the EEO Office that shall evaluate the plan and provide technical assistance.

2.25 CHANGES AND AMENDMENTS. Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms of this Agreement shall be made in writing executed by both the FOUNDATION and the SPONSOR.

2.26 ASSIGNMENTS. The SPONSOR shall not transfer, pledge or otherwise assign this Agreement, any interest in and to this Agreement, or any claim arising under this Agreement, without first obtaining written approval of FOUNDATION. Any unauthorized attempt by SPONSOR to transfer, pledge or assign this Agreement shall be void and shall confer no right upon any third person. The FOUNDATION may transfer, pledge or otherwise assign this Agreement, any interest in and to this Agreement, or any claim arising under this Agreement, only to the City of San Antonio in the interests of the City of San Antonio Housing Trust.

2.27 SEVERABILITY OF PROVISIONS. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future laws, then it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

2.28 ENTIRE AGREEMENT. This Agreement, including any and all exhibits and attachments cited above, constitutes the final and entire Agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by said parties.

2.29 NOTICES. For purposes of this Agreement, all official communications and notices

among the parties hereto will be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

FOUNDATION: Executive Director
San Antonio Housing Trust Foundation, Inc.
P.O. Box 15915
San Antonio, Texas 78212

SPONSOR: Director, Neighborhood Action Department
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

Notice of changes of address by any party set forth hereinabove must be made in writing delivered to the other party's last known respective addresses within five (5) business days prior to the effective date of the change.

2.30 **GENDER.** Words of any gender used in this Agreement will be held and construed to include any other gender, and words in the singular number will be held to include the plural, unless the context otherwise requires.

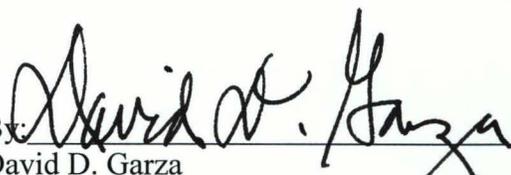
2.31 **CAPTIONS.** The captions and headings contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms or conditions of this Agreement.

THIS AGREEMENT IS EXECUTED to be effective as of the 21st day of July, 2005.

SAN ANTONIO HOUSING TRUST
FOUNDATION, INC.,
A Texas non-profit corporation,
the duly authorized agent for
the San Antonio Housing Trust

By: 
Rodric Fitzgerald
President
San Antonio Housing Trust

CITY OF SAN ANTONIO,
a Texas municipal corporation

By: 
David D. Garza
Director
Neighborhood Action Department

Attest:

Leticia M. Vaca

City Clerk



Approved as to Form:

Hollis Young

Assistant City Attorney

Approval		CITY OF SAN ANTONIO	Date Considered:
Finance	Budget	Request For Ordinance/Resolution	Consent [] Individual [X]
[]	[]	<i>Hollin</i>	Item No.
Legal	Coordinator		Ord. No.
[]	[]		

Date:	Department:	Contact Person/Phone #:
January 5, 2005	NEIGHBORHOOD ACTION	David D. Garza/75850

Date Council Consideration Requested:	Deadline for Action:	Dept. Head Signature:
January 20, 2005	January 20, 2005	<i>David D. Garza</i>

SUMMARY OF ORDINANCE

An ordinance approving Resolution T0412-01 approved by the San Antonio Housing Trust Board with the recommendations in connection with the 2004 Funding Round in the amount of \$1,250,000; authorizing the allocation and expenditure of \$1,150,000 in funds from the City of San Antonio Housing Trust Fund; and authorizing the Interim City Manager or his designee to execute any and all related documents in connection therewith.

The following is a summary of the proposed projects to be funded:

- 1) \$300,000 to Alamo Area Mutual Housing Association for rehabilitation funds for the Thompson Place Apartments located in District 5.
- 2) \$85,000 to Housing and Community Services, Inc. for acquisition of Vista Verde I & II located in District 5.
- 3) \$85,000 to Seton Home for the housing quarters of the expansion to the transitional living facility located in District 3.
- 4) \$100,000 to Innercity Enterprises, Inc. for development of the Oscar Eason, Sr. multi center located in District 2.
- 5) \$200,000 to the City of San Antonio Neighborhood Action Department for down payment assistance for the Affordable Showcase of Homes located in District 6.
- 6) \$70,000 to San Antonio Development Agency for revolving loan fund for lot assembly for infill housing within Loop 410 (city wide).
- 7) \$95,000 to Merced Housing Texas for increase to existing revolving loan fund for single family housing rehabilitation program (city wide).
- 8) \$45,000 to Neighborhood Housing Services in partnership with American Sunrise for the energy upgrades to Mira Vista subdivision located in District 7.
- 9) \$40,000 to San Antonio Development Agency for rehabilitation of housing units in connection with Historic Gardens Phase III.
- 10) \$15,000 to Our Casas Resident Council for area rehabilitation of affordable housing in Sunny Slope located in District 3.
- 11) \$150,000 to Merced Housing Texas for lateral connections and housing rehabilitation for the Espada Road sewer project in District 3.
- 12) \$12,500 to San Antonio Youth Centers, Inc. for rehabilitation of homes on Halliday and Essex located in District 3.
- 13) \$52,500 to the Greater San Antonio Education Foundation & City of San Antonio Neighborhood Action Department for a minor repair program in Arroyo Vista Showcase of Homes area located in District 6.

Staff recommends approval of this ordinance.

Other Depts., Boards, Committees Involved (please specify):	San Antonio Housing Trust
Contract signed by other party	Yes [] No []

FISCAL DATA	Budgetary Implications
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Fund No.	Amt. Expended: N/A	Funds/Staffing Budgeted	Yes [] No []
Activity No.	SID No.	Positions Currently Authorized	Yes [] No []
Index Code:	Project No.	Impact on future O&M	
Object Code:		If positions added, specify class and no.	
Comments:			

**CITY OF SAN ANTONIO
NEIGHBORHOOD ACTION DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: David D. Garza, Director, Neighborhood Action Department

SUBJECT: San Antonio Housing Trust Funding Round Recommendations

DATE: January 20, 2005

SUMMARY AND RECOMMENDATIONS

An ordinance approving Resolution T0412-01 approved by the San Antonio Housing Trust Board with the recommendations in connection with the 2004 Funding Round in the amount of \$1,250,000; authorizing the allocation and expenditure of \$1,150,000 in funds from the City of San Antonio Housing Trust Fund; and authorizing the Interim City Manager or his designee to execute any and all related documents in connection therewith.

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Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

On August 16, 2004, the Board of Trustees of the San Antonio Housing Trust Fund approved a resolution recommending to City Council approval of a Housing Trust Funding Round in the amount of \$1,250,000. As required by the Rules and Regulations of the San Antonio Housing Trust, the City Council approved the proposed Funding Round on September 23, 2004 at which point the competitive Request for Proposals (RFP) was published and released.

Sixteen requests for funding were received by the deadline of November 1, 2004. The Trust Selection Committee of the Board reviewed the proposals and made recommendations to the Board. All applicants were invited to an interview/question and answer session, which was held on Saturday, November 20, 2004. This provided an opportunity for the Board to ask questions and clarify components of the proposals.

POLICY ANALYSIS

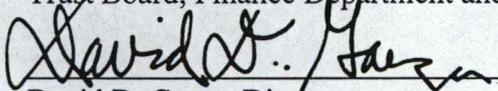
The San Antonio Housing Trust Foundation has followed the process for the funding round as outlined in the Rules and Regulations of the San Antonio Housing Trust. Attachment A provides a listing of project proposals. The City of San Antonio Housing Trust Board of Trustees approved a resolution on Monday, December 6, 2004 with the above listing of projects to be recommended to the City Council for consideration and approval.

FISCAL IMPACT

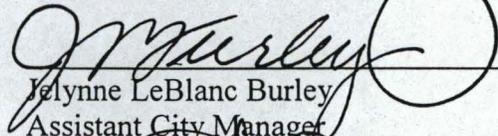
There is no fiscal impact to the General Fund. The \$1,150,000 in Housing Trust Funds were allocated by the City Council ordinance, which authorized the Funding Round in September. The San Antonio Housing Trust Foundation, Inc. has the remaining \$150,000 from Community Development Financial Initiative (CDFI) and HOME funds previously awarded.

COORDINATION

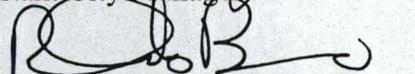
This item is scheduled to be considered by the City Council Urban Affairs Committee at the meeting on January 10, 2005. This item has been coordinated with the San Antonio Housing Trust Board, Finance Department and the City Attorney's Office.



David D. Garza, Director
Neighborhood Action



Jelynn LeBlanc Burley
Assistant City Manager



J. Rolando Bono
Interim City Manager

Attachment A

**2004 HOUSING TRUST \$1.250 MILLION FUNDING ROUND
SAHTF BOARD RECOMMENDATION TO CITY COUNCIL**

Approved September 24, 2004

Multi-Family		COUN.	REQUESTED	NO OF	TOTAL PROJECT	BOARD	NO OF	COST/	TYPE	TYPE OF
SPONSOR	PROJECT	DIST.	AMOUNT	UNITS	COST	RECOMMENDATION	UNITS	UNIT	FUNDING	CONSTRUCTION
1 Alamo Area Mutual Hosing Association	Thompson Place/Huntley Manor	5	\$700,000	267	\$7,916,775	\$ 300,000	267	2,439.02	Loan	Rehabilitation
2 Inncity Enterprises, Inc.	Oscar Eason, Sr. Multi-Use Center	2	\$175,000	60	\$4,189,114	\$ 100,000	60	2,917.00	Loan	New Construction
3 Housing & Community Svc.'s, Inc.	Vista Verde I & II	5	\$114,000	190	\$5,320,000	\$ 85,000	190	699.00	Loan	Rehabilitation
# Seton Home	Seton Home Transitional Living Facility	3	\$100,000	24	\$5,375,449	\$ 85,000	24	4,167.00	Loan	New Construction
# Retirement Housing Foundation	Oak Knoll Villa	7	\$200,000	61	\$4,154,837	\$ -		3,278.00	N/A	Grant
					\$26,956,175	\$ 570,000				
Single Family										
5 COSA - Neighborhood Action Dept.	Downpayment Assistance for Affordable Showcase of Homes	6	\$200,000	20	\$460,000	\$ 200,000	20	10,000.00	Loan	New Construction
6 San Antonio Youth Centers, Inc.	Halliday House & Essex House	2/3	\$23,889	2	\$64,390	\$ 12,500	2	12,445.00	Loan	Rehabilitation
7 NHS of SAT with American Sunrise	Mira Vista Subdivision	7	\$62,500	25	\$2,730,000	\$ 45,000	25	2,500.00	Loan	New Construction
8 Greater San Antonio Education Foundation & COSA Neighborhood Action Dept.	Arroyo Vista Subdivision in District 6	6	\$100,000	30	\$150,000	\$ 52,500	30	5,000.00	Grant	Rehabilitation
9 San Antonio Development Agency with San Antonio Affordable Housing	Infill Housing Within Loop 410 Project (Harlandale ISD)	21	\$75,000	21	\$75,000	\$ 70,000	21	3,571.00	Loan	Rehabilitation
# San Antonio Development Agency	Historic Gardens Phase III Affordable Housing Development	12	\$80,000	12	\$180,000	\$ 40,000	12	6,700.00	Loan	Rehabilitation
# Merced Housing	Merced Selah Housing Service Program	3	\$95,000	3	\$95,000	\$ 95,000	3	31,666.00	Loan	Acquisition/rehab
# Merced Housing	Espada Sewer Connect Program	3	\$200,000	20	\$200,000	\$ 150,000	20	20,000.00	Grant	Rehabilitation
# Our Casas Resident Council	Sunny Slope	3	\$30,000	4	\$75,000	\$ 15,000	4	7,500.00	Loan	Acquisition
# Our Casas Resident Council	Yellow Rose Rental Rehab	3	\$84,000	3	\$124,800	\$ -		28,000.00	N/A	Rehab
				742	\$4,154,190	\$ 680,000	678			
COMMERCIAL										
4 COSA - Neighborhood Action Dept.	Neighborhood Commercial Revitalization Revolving Loan Fund	6	\$250,000	25		\$ -		25,000.00	N/A	Commercial Rehab
Leveraging	25:1									
% Funded	88%									
			\$2,489,389	767	\$31,110,365	\$ 1,250,000	678			