



AGENDA

Operations and Human Resources
Committee Meeting

January 09, 2014, 3:00 p.m.



SAHA | SAN ANTONIO
HOUSING AUTHORITY
Opportunity Lives Here



Create dynamic communities where people thrive

Board of Commissioners

Chairman Ramiro Cavazos	Vice-Chairman Vacant	Commissioner Karina C. Cantu	Commissioner Yolanda Hotman	Commissioner Stella Burciaga Molina	Commissioner Charles R. Muñoz	Commissioner Morris Stribling, MD
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Operations and Human Resources Committee

Yolanda Hotman, Member, Morris Stribling, M.D., Member
President & CEO

Lourdes Castro Ramirez

**San Antonio Housing Authority
Operations and Human Resources Committee Or
Special Board Meeting**
818 S. Flores, San Antonio, Texas 78204
3:00 p.m., Thursday, January 9, 2014**

The Board of Commissioners will convene for a Committee or Special Board Meeting for discussion and action on the following matters:

- 1. Meeting called to order.**
The Board of Commissioners or its committee may hold a closed meeting pursuant to Texas Government Code § 551.071-076 for consultation concerning attorney-client matters, real estate, litigation, personnel, and security matters. The Board or committee reserves the right to enter into closed meeting at any time during the course of the meeting.
- 2. Consideration and appropriate action regarding Resolution 5389, authorizing the President and CEO to execute an interagency agreement (The "Agreement") and all related documents, payments, and necessary transactions between the San Antonio Housing Authority (SAHA) and the Denver Housing Authority (DHA) for an energy study for 1,343 units at \$75 per unit in an amount not to exceed \$100,725.00. (Ed Hinojosa, Chief Financial Officer).**
- 3. Consideration and appropriate action regarding Resolution 5387 authorizing the purchase of the property located at 601 Runnels for an amount not to exceed \$230,000.00, and the execution of documents necessary to consummate such action. (Tim Alcott, Interim Development Services and Neighborhood Revitalization Officer).**
- 4. Consideration and appropriate action regarding Resolution 5388, authorizing the approval of the revised utility allowance schedule for tenant-furnished utilities and other services for the Housing Choice Voucher (Section 8) Program, to be effective July 1, 2014 for any new admissions and reexaminations. (Deborah Aleman, Director of Assisted Housing Programs).**
- 5. Update and discussion regarding SAHA's Internet public auction of properties. (Tim Alcott, Interim Development Services and Neighborhood Revitalization Officer; Lori Hall, Special Projects Consultant).**
- 6. Update and discussion regarding Choice activities relating to People, Housing and Neighborhood (Tim Alcott, Interim Development Services and Neighborhood Revitalization Officer; Beverly Watts Davis, Choice Neighborhoods Program Director).**
- 7. Update and discussion regarding the MDRC/HUD rent study demonstration. (Richard Milk, Director of Policy and Planning).**

8. Update and discussion regarding the FY2015 MTW Plan. (Richard Milk, Director of Policy and Planning).

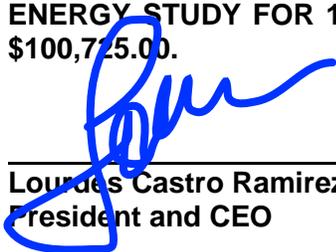
9. Adjournment.

Note: Whenever the Texas Open Meetings Act (Section 551.001 et seq. Of the Texas Government Code) provides for a closed meeting in matters concerning legal advice, real estate, contracts, personnel matters, or security issues, the Board may find a closed meeting to be necessary. For convenience of the citizens interested in an item preceded by an asterisk, notice is given that a closed meeting is contemplated. However, the Board reserves the right to go into a closed meeting at any other item, whether it has an asterisk or not, when the Board determines there is a need, and a closed meeting is permitted under Chapter 551 of the Texas Government Code that permits the closed meeting.

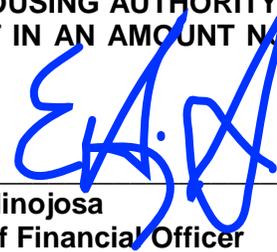
** Note: If a quorum of the Board of Commissioners attends the Committee Meeting, this meeting becomes a Special Meeting of the Board, but no Board action will be taken other than recommendations to the full board, unless the full Board is present.

Board of Commissioners
Operations and Human Resources Committee

RESOLUTION 5389, AUTHORIZING THE PRESIDENT AND CEO TO EXECUTE AN INTERAGENCY AGREEMENT (THE "AGREEMENT") AND ALL RELATED DOCUMENTS, PAYMENTS, AND NECESSARY TRANSACTIONS BETWEEN THE SAN ANTONIO HOUSING AUTHORITY (SAHA) AND THE DENVER HOUSING AUTHORITY (DHA) FOR AN ENERGY STUDY FOR 1,343 UNITS AT \$75 PER UNIT IN AN AMOUNT NOT TO EXCEED \$100,725.00.



Lourdes Castro Ramirez
President and CEO



Ed Hinojosa
Chief Financial Officer

REQUESTED ACTION:

Consideration and appropriate action regarding Resolution 5389, authorizing the President and CEO to execute an interagency agreement (The "Agreement") and all related documents, payments, and necessary transactions between the San Antonio Housing Authority (SAHA) and the Denver Housing Authority (DHA) for an energy study for 1,343 units at \$75 per unit in an amount not to exceed \$100,725.00.

PURPOSE:

SAHA seeks to enter into an Agreement with DHA to perform an energy study at Alazan Apache Courts (741 units), Fair Ave Apartments (216 units), Villa Tranchese Apartments (201 units) and Victoria Plaza Apartments (185 units), for a total of 1,343 units. The findings will be used to identify where an Energy Performance Contract (EPC) is financially viable at these apartment communities.

A contracting agreement with another housing authority is allowable under Chapter 791.001 of the Texas Interlocal Cooperation Act, which was established "to increase efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state."

FINANCIAL IMPACT:

The cost not to exceed \$100,725.00 will be paid out of each property's operations budget or from non-federal funds.

SUMMARY:

SAHA remains committed to being a sustainable agency, and is actively pursuing a self-managed EPC in partnership with DHA, which has extensive experience self-managing an EPC and also has the necessary consultants under contract to proceed with this effort. The partnership would afford SAHA insight, training, and protocols into executing a fully self-managed energy performance contract in subsequent efforts.

The first step toward an EPC is this initial energy study, which will provide SAHA with energy-conservation measures and possible realized savings. This, in turn, will allow SAHA staff to make longer term decisions for recommendations to the Board of Commissioners for the purpose of pursuing an EPC. The Agreement allows SAHA an exit clause in the event that some locations may not be conducive to further energy-conservation measures or for projected budget and funding constraints.

SAHA will focus its EPC efforts on water and lighting, which are known to be the most immediate cost saving components. Under a self-managed EPC, SAHA retains the savings for possible reinvestment. Under a more conventional model, Energy Service Companies (ESCO) retain these savings.

Once SAHA staff reviews the energy study's findings, recommendations will be presented to the Board for consideration of an EPC. There are additional costs associated for a full EPC.

ATTACHMENTS:

Resolution 5389

The Agreement

San Antonio Housing Authority

Resolution 5389

RESOLUTION 5389, AUTHORIZING THE PRESIDENT AND CEO TO EXECUTE AN INTERAGENCY AGREEMENT (THE "AGREEMENT") AND ALL RELATED DOCUMENTS, PAYMENTS, AND NECESSARY TRANSACTIONS BETWEEN THE SAN ANTONIO HOUSING AUTHORITY (SAHA) AND THE DENVER HOUSING AUTHORITY (DHA) FOR AN ENERGY STUDY AT 1,343 UNITS AT \$75 PER UNIT IN AN AMOUNT NOT TO EXCEED \$100,725.

WHEREAS, the Housing Authority of the City of San Antonio, Texas actively maintains and pursues efforts to remain a sustainable housing authority; and

WHEREAS, these efforts may focus on lowering consumption of water and electricity through lighting; and

WHEREAS, these efforts may also result in lower utility costs for its residents and operating costs for SAHA; and

WHEREAS, a contracting agreement with another housing authority is allowable under Chapter 791.001 of the Texas Interlocal Cooperation Act; and

WHEREAS, staff recommends authorization to proceed with an Interagency Agreement with the Denver Housing Authority for the purpose of an energy study (Phase I) at Alazan Apache Courts, Fair Avenue Apartments, Villa Tranchese Apartments, and Victoria Plaza Apartments;

WHEREAS, the energy study findings will inform SAHA staff of financial viability on further conservation measures through a full energy performance contract. Those findings and recommendations will be presented to the Board of Commissioners for consideration; and

WHEREAS, staff requests that the Board of Commissioners authorize the President and CEO to execute the Agreement and all related documents, payments, and necessary transactions between SAHA and the DHA.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of SAHA hereby:

- 1) Approves Resolution No. 5389 approving proceeding with execution of the Agreement and all related documents, payments and necessary transactions between SAHA and the DHA for an energy study in an amount not to exceed \$100,725; and
- 2) Authorizes the President and CEO to execute all necessary documents and payments associated with the Agreement and the energy study Phase I.

Passed and approved the 16th day of January 2014.

Ramiro Cavazos
Chair, Board of Commissioners

Attested and approved as to form:

Lourdes Castro Ramirez
SAHA President and CEO

**INTERAGENCY AGREEMENT
BY AND BETWEEN
THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER
AND
HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, TEXAS**

THIS INTERAGENCY AGREEMENT (THE "Agreement") is made on this ____ day of _____, 2014, by and between the Housing Authority of the City of San Antonio (hereafter "SAHA") and the Housing Authority of the City and County of Denver (hereafter "DHA"). SAHA and DHA may hereinafter be referred to as "Parties."

PREAMBLE

WHEREAS, SAHA desires to engage the services of DHA to perform technical assistance services for SAHA in connection with the self-implementation of an Energy Performance Contract ("EPC"); and

WHEREAS, DHA desires to provide technical assistance services to SAHA in connection with the self-implementation of SAHA's EPC.

NOW, THEREFORE, for the mutual promises and covenants contained herein, the parties agree as follows:

1. **AGREEMENT TO PROVIDE TECHNICAL ASSISTANCE.** DHA hereby agrees that it shall provide technical assistance services to SAHA in accordance with the terms and conditions of this Agreement. The SAHA agrees to reimburse DHA for said services in accordance with the terms and conditions of this Agreement.
2. **COMPENSATION.** DHA shall be reimbursed for the services provided hereunder as follows:

It is the intention of the parties that the amounts reimbursed to DHA by the SAHA shall constitute payment for services rendered and all administrative and overhead costs of DHA incurred as a result of providing services to the SAHA including, but not limited to, the compensation of DHA employees and/or DHA contractors and professional service providers. Such services may be rendered on or offsite. All services shall be reimbursed as follows:

SAHA will reimburse DHA at the rate of \$75.00 per unit for an EPC energy study at properties identified in Phase I. Currently, the Parties estimate that there will be 1343 units included in the SAHA EPC energy study for total DHA compensation of **One Hundred Thousand Seven Hundred Twenty-Five Dollars and 00/100 (\$100,725.00)**. DHA's compensation for Phase IA will be paid in two (2) installments as follows:

Payment-Phase IA:

- a) One-half (1/2) will be billed upon DHA receiving a written notice to proceed from SAHA. The first installment will be based on 1,343 units. If at any point SAHA decides to not move forward with the EPC, this fee will not be refunded.

b) One-half (1/2) will be billed when SAHA receives, reviews, and accepts the EPC energy study findings and determines the viability of an EPC. If SAHA decides to not move forward with the EPC, this fee will not be refunded.

	Units	Per Unit Fee	Total
Villa Tranchese	201	\$75	\$15,075
Alazan Apache Courts	741	\$75	\$55,575
Fair Avenue	216	\$75	\$16,200
Victoria Plaza	185	\$75	<u>\$13,875</u>
			\$100,725

Payment-Phase IB:

SAHA will reimburse DHA at the rate of \$315.00 per unit included in SAHA’s EPC if SAHA proceeds with more than 1,000 units. SAHA will reimburse DHA at the rate of \$345.00 per unit included in SAHA’s EPC if SAHA proceeds with less 1,000 units. Currently, the Parties estimate that 600 to 1350 units may be included in the SAHA EPC. DHA’s compensation for Phase IB will be paid in two (2) installments as follows:

- a. One-third (1/3) will be billed upon DHA receiving a written notice to proceed from SAHA. The first installment will be based on the number of units selected by SAHA. In at any point SAHA decides not to move forward with the EPC, this fee will not be refunded.
- b. Two-thirds (2/3) will be billed when SAHA receives HUD approval for the EPC project and executes a financial closing for the EPC project. If SAHA fails to receive HUD approval or secure and close on a loan, DHA will not bill SAHA for this final installment.

3. SCOPE OF SERVICES. An Energy Performance Contract consists of three (3) distinct phases. The technical assistance that DHA will provide is primarily focused on the first phase, design and development, hereinafter identified as Phases IA and IB.

A. Phase IA

The Energy Study performed by DHA will consist of the following services:

- A review of past and current capital fund program documents.
- A site audit of a sample of units and 100% of major mechanical systems.
- A review of available building plans and physical need assessments.
- Generate a list of Energy and Water Conservation measures by site.

- An estimated payback associated with each measure. Savings and cost estimates will not be investment grade detail, but will be sufficient to estimate the opportunity at each site.
- A recommendation of whether or not to include each site, including estimated savings contribution and efficiency related capital needs at each site.
- A financial outline of the potential project that includes estimated capital work (hard costs), replacement equipment reserve, and Measurement & Verification cost allocation, and self-management fee for SAHA.
- Conduct review of utility cost and consumption baseline data for the four year period July 1, 2009 to June 30, 2013.
- Review applicable resident paid utility allowance calculations.
- Provide staff training regarding the HUD EPC program and the process for developing a successful program.
 - a. Discuss implementation options and available subsidy incentives
 - b. Develop EPC project timeline which identifies key milestones
- Conduct design charrettes to solicit input from SAHA staff and residents regarding SAHA goals including Section 3, sustainability objectives, capital fund objectives, future developments and rehabs, and other objectives. Outline how an EPC can help meet and or fund these objectives.
- Identify potential incentives and rebates offered through utilities and Government programs.

B. Phase IB:

If SAHA elects to proceed with Phase IB of an EPC, SAHA will retain discretion on which properties with which to proceed. If and to what extent SAHA elects to proceed with a self-managed EPC, DHA shall conduct the following services:

- Conduct Investment Grade Audit to Identify viable Energy Conservation Measures (“ECMs”)
- Gather utility bill data and complete consumption baseline analysis
- Work with SAHA staff to make ECM selections
- Determine ECM savings and simple payback
- Develop and publish RFPs to initiate procurement of a General Contractor (“GC”) and an Architecture/Engineering firm (“A/E”)
- Evaluate proposals and help SAHA to select the most responsive and responsible vendors
- Work with the GC to develop and publish RFPs for subcontractor procurement
- Develop ECM construction schedule
- Assist SAHA in procuring necessary financing by developing and publishing RFP
- Compile HUD checklist / EPC documentation and submit to HUD for approval
- Assist in the drafting and execution of financial closing documents

C. The second phase of the EPC is construction of the project, and the third phase is monitoring and verification. DHA will not be involved with the second or third phase pursuant to this Agreement. The design and development phase is completed when the project is approved by HUD and financed. DHA estimates this phase of the project will be completed in six to nine (6-9) months. In addition to DHA staff, DHA will provide third party engineering resources and other technical assistance as deemed necessary by DHA.

D. Legal Assistance. At the direction of SAHA and in cooperation with SAHA staff DHA shall work with SAHA's designated legal counsel to represent SAHA's interests in negotiations with partners and other parties and in providing information necessary for the preparation of any legal document(s) regarding implementation of the EPC through the design and development phase.

E. Compliance and Reporting. DHA shall assist SAHA in ensuring compliance with all applicable federal, state and local rules and regulations applicable to the EPC program. DHA shall assist SAHA in the preparation of submissions and reports to HUD as required through the design and development phase.

F. Budget. At the request of SAHA, DHA shall assist in preparing and updating project budgets on an ongoing basis through the design and development phase.

G. MBE/WBE Participation. At the request of the SAHA, DHA shall review the SAHA MBE/WBE plan and make recommendations to help foster the participation of minority-owned business and women-owned businesses.

H. Section 3. At the request of the SAHA, DHA shall review the SAHA plan for resident participation in the EPC project, which complies with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 C.F.R. Part 135 and make recommendations to help foster Section 3 participation.

I. Communications. In connection with the EPC, DHA will keep SAHA informed of material events, information and communications relating to DHA's services under this Agreement.

J. Future EPC. If SAHA elects not to proceed with an EPC at this time based upon findings of the energy study and/or economic climate considerations, SAHA agrees that any future EPC for the properties listed above will only move forward in partnership with DHA for a period of three (3) years from the date of this Agreement.

4. INDEPENDENT CONTRACTOR. DHA employees and DHA contractors designated to perform services under this Agreement shall be deemed to be independent contractors, as a group and separately, and shall not be deemed to be employees of SAHA for any purpose whatsoever.

5. CONTRACT PERIOD AND OPTION TO EXTEND. This Agreement shall be effective upon the execution of the last party to sign and shall continue for a period of twelve (12) months unless terminated sooner in accordance with Section 6 of this Agreement.

6. TERMINATION. This Agreement may be terminated as follows:

- a) For convenience upon thirty (30) days written notice by one party to the other.
- b) For cause if DHA is in default in the performance of this Agreement in accordance with its terms, including the failure to demonstrate progress with the completion of requested work, provided that DHA is given written notice specifying the default and has failed to cure such default within ten (10) business days from the receipt of such notice. Any such termination for cause must be in writing and

delivered to parties in accordance with Section 11.

7. **LIABILITY.** Each Party will be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of its actions or omissions or any action or omission of its officers, employees, and agents in connection with the subject matter of this Agreement or any amendment hereto. Nothing in this Section 7 or any other provision of this Agreement or any Addendum shall be construed as a waiver of the notice requirements, defenses, immunities and limitations DHA may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., *et seq.*) or to SAHA under the Texas Tort Claims Act or any other defenses, immunities or limitations of liability available to DHA or SAHA by law.

8. **INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES OF SAHA MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS.**
 - a) No commissioner, officer or employee of DHA, no member of the governing body of the locality in which the project is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.
 - b) DHA shall insert subparagraph (a) above in all contracts entered into pursuant to this contract or in connection with any project of SAHA and shall require its contractors to insert it in each of its subcontracts.
 - c) DHA warrants that it has disclosed all relevant information, and warrants that to the best of its knowledge and belief it does not have any organizational conflict of interest.
 - d) DHA agrees that if after execution of this Agreement, it discovers an organizational conflict of interest with respect to this contract it shall make an immediate and full disclosure to SAHA, which shall include a description of the action which DHA has taken or intends to take to eliminate or neutralize the conflict.

9. **RECORDS.** DHA and SAHA shall maintain a comprehensive system of expense and operational records associated with this Agreement. DHA, SAHA, HUD, the Office of Counsel or Comptroller General of the United States, or any of their duly authorized representatives shall, until three (3) years after final payment under this Agreement, have access to and the right to examine any of the other party's directly pertinent books, documents, papers or other records involving transactions related to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The periods of access and examination above for records relating to (1) litigation or settlement of claims arising from the performance of this Agreement, or (2) costs, expenses or payments under this Agreement to which the SAHA, DHA, HUD, the Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims or exceptions.

10. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this contract, DHA agrees as follows:

- a) DHA will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. DHA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this Equal Opportunity clause.
- b) In the event of DHA's noncompliance with the Equal Opportunity clause of this contract or with any other such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and DHA may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in such order, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

11. NOTICES; APPROVALS. Where notice to a party or the approval of a party is required under the terms of this Agreement, such notice shall be given to and such approval shall be obtained from the following representatives of each party:

SAHA:

Lourdes Castro Ramírez
President and CEO
818 S. Flores
San Antonio, Texas 78204

Copy to:

Alejandra I. Villarreal
Chief Administrative Officer
818 S. Flores
San Antonio, Texas 78204

DHA:

Ismael Guerrero
Executive Director
777 Grant Street, 6th Floor
Denver, Colorado 80203

Copy to:

Joshua Crawley
Agency Counsel
777 Grant Street, 6th Floor

Denver, Colorado 80203

- 12. INTERPRETATION.** This Agreement constitutes the entire agreement between the parties and no change will be valid unless made by in writing and executed by the Parties in the same manner as this Agreement. This Agreement shall not be construed more strictly against one party than the other merely by virtue of the fact that it has been prepared initially by counsel for one of the parties, it being recognized that both parties and their respective counsel have had a full and fair opportunity to negotiate and review the terms and provisions of this Agreement and to contribute to its substance and form.
- 13. LIMITATION OF LIABILITY.** DHA MAKES AND SAHA RECEIVES NO WARRANTY, EXPRESS OR IMPLIED. DHA EXPRESSLY EXCLUDES ALL WARRANTIES. BY THIS AGREEMENT DHA IS NOT PROVIDING ANY GUARANTEE OF THE ECM SAVINGS SAHA WILL ACHIEVE. DHA SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OR FOR LOSS OF PROFITS OR FOR ANY OTHER SIMILAR DAMAGES. DHA SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY A DELAY IN THE FURNISHING OF SERVICES. THE MAXIMUM LIABILITY OF DHA, FROM ALL CAUSES SHALL IN NO CASE EXCEED THE TOTAL OF THE AMOUNTS ACTUALLY PAID TO DHA PURSUANT TO THIS AGREEMENT.
- 14. APPROVALS.** The representatives for both Parties are authorized to enter into this Agreement and bind said Parties to this Agreement. It is further acknowledged that both Parties will obtain any other necessary agency approvals before executing this Agreement.
- 15. SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. This Agreement shall be construed as if the invalid, illegal or unenforceable provision was not contained herein.
- 16. PARTIES BOUND.** This Agreement shall be binding on and insure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- 17. GOVERNING LAW AND VENUE.** The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the contracting parties, shall be governed by and construed in accordance with the laws of Colorado. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed on the date and year first above written.

[SIGNATURE BLOCK APPEARS ON NEXT PAGE]

**HOUSING AUTHORITY OF THE CITY
OF SAN ANTONIO**

**Lourdes Castro Ramírez
President and CEO**

**THE HOUSING AUTHORITY OF THE CITY
AND COUNTY OF DENVER**

**Ismael Guerrero
Executive Director**

BOARD OF COMMISSIONERS
Operations and Human Resources Committee

RESOLUTION 5387, AUTHORIZING THE PURCHASE OF THE PROPERTY LOCATED AT 601 RUNNELS, FOR AN AMOUNT NOT TO EXCEED \$230,000.00 AND THE EXECUTION OF ALL DOCUMENTS NECESSARY TO CONSUMMATE SUCH ACTIONS.



Lourdes Castro Ramirez
President and CEO



Tim Arcott
Interim Development Services and
Neighborhood Revitalization Officer

REQUESTED ACTION:

Consideration and appropriate action regarding Resolution 5387 authorizing the purchase of the property located at 601 Runnels, for an amount not to exceed \$230,000.00, and the execution of documents necessary to consummate such action.

PURPOSE:

To expand the revitalization efforts of the Sutton Oaks project by obtaining site control of adjacent real estate for future development. This activity aligns with SAHA's priority to expand the availability of affordable housing and is consistent with the agency's Affordable Housing Development and Acquisition Policy and Plan.

FINANCIAL IMPACT:

This action will allow the President and CEO to execute all documents in connection with the acquisition of 601 Runnels, to include a Purchase Agreement providing for \$1,000 in earnest money for a purchase price not to exceed \$230,000.00 plus closing costs. The agency will utilize Moving to Work (MTW) funds budgeted for Preservation and Expansion efforts for the acquisition.

SUMMARY:

The property at 601 Runnels is approximately 2 acres and has been vacant for several years. The property sits directly across the street from the Park at Sutton Oaks development and would better serve the community if it were redeveloped to complement the revitalization efforts being made in the area.

ATTACHMENTS:

Resolution 5387

CERTIFICATE FOR RESOLUTION 5387

The undersigned officer of the Housing Authority of the City of San Antonio, Texas, a public instrumentality created pursuant to the laws of the State of Texas (“SAHA”) hereby certifies as follows:

1. In accordance with the bylaws of SAHA, the Board of Commissioners of SAHA (the “Board”) held a meeting on January 16, 2014, (the “Meeting”) of the duly constituted officers and members of the Board, at which a duly constituted quorum was present. Whereupon among other business transacted at the Meeting, a written

**RESOLUTION 5387 AUTHORIZING THE ACQUISITION OF 601 RUNNELS;
AND OTHER MATTERS IN CONNECTION THEREWITH.**

(the “Resolution”) was duly introduced for the consideration of the Board and discussed. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of the Resolution, prevailed and carried by a majority vote of the Board.

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the Board’s minutes of the Meeting; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting; and the Meeting was held and conducted in accordance with the Bylaws of SAHA.

SIGNED AND SEALED January 16, 2014.

Lourdes Castro Ramirez, President and CEO

(SEAL)

RESOLUTION NO. 5387

RESOLUTION AUTHORIZING THE ACQUISITION OF 601 RUNNELS;
AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, Chris Kimm and Katherine Kimm (“Owners”) are the present owners of a property located at 601 Runnels in San Antonio, Bexar County, Texas (the “Property”); and

WHEREAS, the Housing Authority of the City of San Antonio, Texas (“SAHA”) desires to buy the Property; and

WHEREAS, the Owners are willing to sell the Property to SAHA for \$230,000; and

WHEREAS, the Board has determined that it is in the public interest and to the benefit of the citizens and residents of San Antonio for SAHA to acquire the Property and provide this public housing; and

WHEREAS, this Board of Commissioners has reviewed the foregoing and determined that the action herein authorized is in furtherance of the public purposes of SAHA;

**BE IT THEREFORE RESOLVED BY THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, TEXAS, THAT:**

Section 1. The purchase of the Property by SAHA is hereby approved. The purchase price shall be \$230,000 plus SAHA’s share of normal closing costs

Section 2. The President and CEO, the Chief Financial Officer, the Chief Administrative Officer, and the Chief Operating Officer, or any of them, are authorized to negotiate and execute all related documentation required to complete the purchase of the Property by SAHA. The actions authorized hereby include all actions (including but not limited to execution of documents) deemed by any such officer, in her or his judgment, necessary and appropriate to acquire the Property.

Section 3. The President and CEO, the Chief Financial Officer, the Chief Administrative Officer, or the Chief Operating Officer, or any of them, of SAHA are authorized and directed to modify, execute and deliver any of the documents to be signed by or consented to by SAHA, and any and all certificates and other instruments necessary to carry out the intent thereof and hereof. The President and CEO, the Chief Financial Officer, the Chief Administrative Officer, or the Chief Operating Officer, or any of them, is authorized to negotiate and approve such changes in, or additions to, the terms any of the documents (prior to the execution and delivery thereof), including amendments, renewals, and extensions, as such officers shall deem necessary or appropriate upon the advice of counsel to SAHA, and approval of the terms of any of the documents by such officers and this Board shall be conclusively evidenced by the execution and delivery of such documents.

Section 4. The officers of this Board, or any of them, are authorized to take any and all action necessary to carry out and consummate the transactions described in or contemplated by the Documents approved hereby or otherwise to give effect to the actions authorized hereby and the intent hereof.

Section 5. If any section, paragraph, clause, or provisions of this Resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 7. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 8. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 9. This Resolution shall be in force and effect from and after its passage on the date shown below.

Passed and approved the 16th day of January, 2014, and executed in duplicate.

Ramiro Cavazos
Chair, Board of Commissioners

Attest:

Lourdes Castro Ramirez
President and CEO

BOARD OF COMMISSIONERS
Operations and Human Resources Committee

RESOLUTION 5388, AUTHORIZING THE REVISED UTILITY ALLOWANCE SCHEDULE FOR TENANT-FURNISHED UTILITIES AND OTHER SERVICES FOR THE HOUSING CHOICE VOUCHER (SECTION 8) PROGRAM, TO BE EFFECTIVE AS OF JULY 1, 2014 FOR ANY NEW ADMISSIONS AND REEXAMINATIONS.

Lourdes Castro Ramirez
 President and CEO

Deborah Aleman,
 Director of Assisted Housing Programs

REQUESTED ACTION:

Consideration and appropriate action regarding Resolution 5388, authorizing the approval of the revised utility allowance schedule for tenant-furnished utilities and other services for the Housing Choice Voucher (Section 8) Program, to be effective July 1, 2014 for any new admissions and reexaminations.

PURPOSE:

The San Antonio Housing Authority (SAHA) is required to conduct an annual assessment of the utility allowance schedule for Section 8 Housing Choice Voucher tenant-furnished (i.e. tenant-paid) utilities and other services, in an effort to determine if there have been any utility rate increases of 10% or more. Those services/allowances include, but are not limited to, the following: electric, gas, water, sewer and trash. Cable and telephone services are not part of the utility allowance schedule. Other considerations such as tenant or landlord-provided appliances and the type of heating and cooling systems used in a particular unit are also included in this schedule.

Should a utility rate increase of 10% or more occur, SAHA must adjust and implement a revised utility allowance schedule for Section 8 tenant-furnished utilities and other services by the participants' next regular re-examination or any new admissions, beginning on July 1, 2014. Staff's review has concluded an increase is warranted in electricity, water and sewer allowances for each unit type and bedroom size.

FINANCIAL IMPACT:

Staff projects a financial impact of an increase of approximately \$9,774 annually, or 0.65 percent in housing assistance payments. Funding will continue to be provided through the Annual Contributions Contract for fiscal year (FY) 2014/15. This increase will be effective July 1, 2014 for all re-examinations and new admissions.

High/Low Rise Apartments			Other Construction Types - Single Family, Duplex, etc		
Number of Bedrooms	Current Maximum Allowance	Proposed Maximum Utility Allowance	Number of Bedrooms	Current Maximum Allowance	Proposed Maximum Utility Allowance
0	\$163	\$170	0	\$182	\$186
1	\$184	\$190	1	\$218	\$219
2	\$227	\$230	2	\$273	\$272
3	\$265	\$268	3	\$330	\$328
4	\$305	\$308	4	\$382	\$379
5	\$337	\$341	5	\$431	\$428
6	\$364	\$360	6	\$466	\$455

SUMMARY:

The proposed utility allowance schedule was prepared by the Nelrod Company for electric, gas, water, sewer and trash for each unit type and bedroom size. The comparison of the current and proposed utility allowance results are as follows: electric, water, sewer and trash increased for each unit type and bedroom size; and natural and bottle gas decreased for each unit type and bedroom size.

The values provided were developed using the engineering methodologies set forth by the HUD Utility Allowance Guidebook along with other currently accepted engineering design and consumption standards for runtimes, equipment sizing and specific climate zones. The utility rates that were used are based on current utility schedules provided by CPS Energy and the San Antonio Water System.

ATTACHMENTS:

Resolution 5388

Utility Allowance Schedules

SAN ANTONIO HOUSING AUTHORITY

Resolution 5388

RESOLUTION 5388, AUTHORIZING THE REVISED UTILITY ALLOWANCE SCHEDULE FOR TENANT-FURNISHED UTILITIES AND OTHER SERVICES FOR THE HOUSING CHOICE VOUCHER (SECTION 8) PROGRAM TO BE EFFECTIVE AS OF JULY 1, 2014 FOR ANY NEW ADMISSIONS AND REEXAMINATIONS.

WHEREAS, the San Antonio Housing Authority (SAHA) is required to conduct an annual assessment of the utility allowance schedule for Section 8 Housing choice Voucher tenant-furnished utilities and other services, in an effort to determine if there have been any utility rate increases of 10 percent or more, and

WHEREAS, should a utility rate increase of 10 percent or more occur, SAHA must adjust and implement a revised utility allowance schedule for Section 8 Housing choice Voucher tenant-furnished utilities and other services by the participants' next regular re-examination and any new admissions, beginning on July 1, 2014; and

WHEREAS, SAHA's annual assessment warrants an adjustment beginning on July 1, 2014 due to an increase in electric, water, and sewer rates and a decrease in gas rates.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of SAHA hereby approves:

- 1) Resolution 5388, authorizing the revised utility allowance schedule as attached for tenant-furnished utilities and other services for the Housing Choice Voucher (Section 8) Program to be effective July 1, 2014 for any new admissions and reexaminations.

Passed and approved the 16th day of January, 2014.

**RAMIRO CAVAZOS
CHAIR, BOARD OF COMMISSIONERS**

Attested and approved as to form:

**LOURDES CASTRO RAMIREZ
SAHA PRESIDENT and CEO**

**Allowances for Tenant
Furnished Utilities and other
Services**

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

OMB Approval No. 2577-0169

Locality: San Antonio Housing Authority, TX		Unit Type: High-Rise/ Apartment/Walk-Up				Date (mm/dd/yyyy)	
Utility or Service	Monthly Dollar Allowances						
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	a. Natural Gas	\$3.00	\$3.00	\$4.00	\$4.00	\$5.00	\$5.00
	b. Bottle Gas/Propane	\$12.00	\$12.00	\$16.00	\$18.00	\$21.00	\$21.00
	c. Electric	\$7.00	\$10.00	\$12.00	\$14.00	\$17.00	\$19.00
	d. Oil / Other						
Cooking	a. Natural Gas	\$3.00	\$3.00	\$4.00	\$5.00	\$6.00	\$7.00
	b. Bottle Gas/Propane	\$9.00	\$12.00	\$18.00	\$21.00	\$25.00	\$28.00
	c. Electric	\$5.00	\$7.00	\$9.00	\$11.00	\$13.00	\$15.00
Other Electric (Lights & Appliances)		\$14.00	\$21.00	\$28.00	\$35.00	\$42.00	\$48.00
Air Conditioning		\$11.00	\$14.00	\$21.00	\$29.00	\$36.00	\$43.00
Water Heating	a. Natural Gas	\$4.00	\$6.00	\$8.00	\$10.00	\$12.00	\$14.00
	b. Bottle Gas/Propane	\$16.00	\$23.00	\$30.00	\$39.00	\$48.00	\$55.00
	c. Electric	\$9.00	\$13.00	\$18.00	\$23.00	\$28.00	\$33.00
	d. Oil / Other						
Water		\$17.00	\$17.00	\$21.00	\$25.00	\$31.00	\$36.00
Sewer		\$27.00	\$27.00	\$32.00	\$37.00	\$41.00	\$46.00
Trash Collection		\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00
Range / Microwave Tenant-purchasing/leasing		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Refrigerator Tenant-purchasing/leasing		\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Other-- specify:	Monthly Electric Fee \$8.25	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
	Monthly Gas Fee \$8.95	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
Actual Family Allowances				Utility or Service		per month cost	
To be used by the family to compute allowance. Complete below for the actual unit rented.				Heating		\$	
				Cooking		\$	
Name of Family				Other Electric		\$	
				Air Conditioning		\$	
Address of Unit				Water Heating		\$	
				Water		\$	
				Sewer		\$	
				Trash Collection		\$	
				Range / Microwave		\$	
				Refrigerator		\$	
				Other		\$	
				Other		\$	
Number of Bedrooms				Other		\$	
				Total		\$	



**Allowances for Tenant
Furnished Utilities and other
Services**

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

OMB Approval No. 2577-0169

Locality: San Antonio Housing Authority, TX		Unit Type: High-Rise/ Apartment/Walk-Up			Date (mm/dd/yyyy)	
Utility or Service		Monthly Dollar Allowances				
		6 BR				
Heating	a. Natural Gas	\$6.00				
	b. Bottle Gas/Propane	\$23.00				
	c. Electric	\$21.00				
	d. Oil / Other					
Cooking	a. Natural Gas	\$8.00				
	b. Bottle Gas/Propane	\$30.00				
	c. Electric	\$16.00				
Other Electric (Lights & Appliances)		\$52.00				
Air Conditioning		\$43.00				
Water Heating	a. Natural Gas	\$15.00				
	b. Bottle Gas/Propane	\$60.00				
	c. Electric	\$35.00				
	d. Oil / Other					
Water		\$40.00				
Sewer		\$48.00				
Trash Collection		\$22.00				
Range / Microwave Tenant-purchasing/leasing		\$12.00				
Refrigerator Tenant-purchasing/leasing		\$13.00				
Other-- specify:	Monthly Electric Fee \$8.25	\$8.00				
	Monthly Gas Fee \$8.95	\$9.00				
Actual Family Allowances			Utility or Service		per month cost	
To be used by the family to compute allowance. <i>Complete below for the actual unit rented.</i>			Heating		\$	
			Cooking		\$	
Name of Family			Other Electric		\$	
			Air Conditioning		\$	
Address of Unit			Water Heating		\$	
			Water		\$	
			Sewer		\$	
			Trash Collection		\$	
			Range / Microwave		\$	
			Refrigerator		\$	
			Other		\$	
			Other		\$	
Number of Bedrooms			Other		\$	
			Total		\$	



**Allowances for Tenant
Furnished Utilities and other
Services**

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

OMB Approval No. 2577-0169

Locality: San Antonio Housing Authority, TX		Unit Type: Row House/ Townhouse & Semi-Detached/ Duplex				Date (mm/dd/yyyy)	
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	\$5.00	\$8.00	\$10.00	\$13.00	\$15.00	\$17.00
	b. Bottle Gas/Propane	\$21.00	\$30.00	\$39.00	\$51.00	\$58.00	\$67.00
	c. Electric	\$8.00	\$11.00	\$13.00	\$16.00	\$18.00	\$21.00
	d. Oil / Other						
Cooking	a. Natural Gas	\$3.00	\$3.00	\$4.00	\$5.00	\$6.00	\$7.00
	b. Bottle Gas/Propane	\$9.00	\$12.00	\$18.00	\$21.00	\$25.00	\$28.00
	c. Electric	\$5.00	\$7.00	\$9.00	\$11.00	\$13.00	\$15.00
Other Electric (Lights & Appliances)		\$14.00	\$23.00	\$32.00	\$44.00	\$52.00	\$62.00
Air Conditioning		\$10.00	\$13.00	\$22.00	\$32.00	\$41.00	\$50.00
Water Heating	a. Natural Gas	\$4.00	\$6.00	\$8.00	\$10.00	\$12.00	\$14.00
	b. Bottle Gas/Propane	\$16.00	\$23.00	\$30.00	\$39.00	\$48.00	\$55.00
	c. Electric	\$9.00	\$13.00	\$18.00	\$23.00	\$28.00	\$33.00
	d. Oil / Other						
Water		\$17.00	\$17.00	\$21.00	\$25.00	\$31.00	\$36.00
Sewer		\$27.00	\$27.00	\$32.00	\$37.00	\$41.00	\$46.00
Trash Collection		\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00
Range / Microwave Tenant-purchasing/leasing		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Refrigerator Tenant-purchasing/leasing		\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Other-- specify:	Monthly Electric Fee \$8.25	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
	Monthly Gas Fee \$8.95	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
Actual Family Allowances				Utility or Service		per month cost	
To be used by the family to compute allowance. Complete below for the actual unit rented.				Heating		\$	
				Cooking		\$	
Name of Family				Other Electric		\$	
				Air Conditioning		\$	
				Water Heating		\$	
				Water		\$	
				Sewer		\$	
Address of Unit				Trash Collection		\$	
				Range / Microwave		\$	
				Refrigerator		\$	
				Other		\$	
				Other		\$	
				Other		\$	
				Total		\$	
Number of Bedrooms				Other		\$	
				Total		\$	



**Allowances for Tenant
Furnished Utilities and other
Services**

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

OMB Approval No. 2577-0169

Locality: San Antonio Housing Authority, TX		Unit Type: Row House/ Townhouse & Semi-Detached/ Duplex			Date (mm/dd/yyyy)	
Utility or Service		Monthly Dollar Allowances				
		6 BR				
Heating	a. Natural Gas	\$19.00				
	b. Bottle Gas/Propane	\$76.00				
	c. Electric	\$23.00				
	d. Oil / Other					
Cooking	a. Natural Gas	\$8.00				
	b. Bottle Gas/Propane	\$30.00				
	c. Electric	\$16.00				
Other Electric (Lights & Appliances)		\$67.00				
Air Conditioning		\$50.00				
Water Heating	a. Natural Gas	\$15.00				
	b. Bottle Gas/Propane	\$60.00				
	c. Electric	\$35.00				
	d. Oil / Other					
Water		\$40.00				
Sewer		\$48.00				
Trash Collection		\$22.00				
Range / Microwave Tenant-purchasing/leasing		\$12.00				
Refrigerator Tenant-purchasing/leasing		\$13.00				
Other-- specify:	Monthly Electric Fee \$8.25	\$8.00				
	Monthly Gas Fee \$8.95	\$9.00				
Actual Family Allowances			Utility or Service		per month cost	
To be used by the family to compute allowance. Complete below for the actual unit rented.			Heating		\$	
			Cooking		\$	
Name of Family			Other Electric		\$	
			Air Conditioning		\$	
			Water Heating		\$	
			Water		\$	
			Sewer		\$	
Address of Unit			Trash Collection		\$	
			Range / Microwave		\$	
			Refrigerator		\$	
			Other		\$	
			Other		\$	
Number of Bedrooms			Other		\$	
			Total		\$	



**Allowances for Tenant
Furnished Utilities and other
Services**

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

OMB Approval No. 2577-0169

Locality: San Antonio Housing Authority, TX		Unit Type: Detached House & Mobile Home				Date (mm/dd/yyyy)	
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	\$6.00	\$10.00	\$13.00	\$16.00	\$19.00	\$22.00
	b. Bottle Gas/Propane	\$25.00	\$37.00	\$51.00	\$62.00	\$74.00	\$85.00
	c. Electric	\$10.00	\$13.00	\$17.00	\$20.00	\$23.00	\$26.00
	d. Oil / Other						
Cooking	a. Natural Gas	\$3.00	\$3.00	\$4.00	\$5.00	\$6.00	\$7.00
	b. Bottle Gas/Propane	\$9.00	\$12.00	\$18.00	\$21.00	\$25.00	\$28.00
	c. Electric	\$5.00	\$7.00	\$9.00	\$11.00	\$13.00	\$15.00
Other Electric (Lights & Appliances)		\$20.00	\$29.00	\$39.00	\$51.00	\$61.00	\$71.00
Air Conditioning		\$11.00	\$15.00	\$25.00	\$35.00	\$46.00	\$56.00
Water Heating	a. Natural Gas	\$4.00	\$6.00	\$8.00	\$10.00	\$12.00	\$14.00
	b. Bottle Gas/Propane	\$16.00	\$23.00	\$30.00	\$39.00	\$48.00	\$55.00
	c. Electric	\$9.00	\$13.00	\$18.00	\$23.00	\$28.00	\$33.00
	d. Oil / Other						
Water		\$22.00	\$22.00	\$27.00	\$33.00	\$38.00	\$43.00
Sewer		\$27.00	\$27.00	\$32.00	\$37.00	\$41.00	\$46.00
Trash Collection		\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00
Range / Microwave Tenant-purchasing/leasing		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Refrigerator Tenant-purchasing/leasing		\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Other-- specify:	Monthly Electric Fee \$8.25	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
	Monthly Gas Fee \$8.95	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
Actual Family Allowances				Utility or Service		per month cost	
To be used by the family to compute allowance. Complete below for the actual unit rented.				Heating		\$	
				Cooking		\$	
Name of Family				Other Electric		\$	
				Air Conditioning		\$	
Address of Unit				Water Heating		\$	
				Water		\$	
				Sewer		\$	
				Trash Collection		\$	
				Range / Microwave		\$	
				Refrigerator		\$	
Number of Bedrooms				Other		\$	
				Other		\$	
				Total		\$	



**Allowances for Tenant
Furnished Utilities and other
Services**

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

OMB Approval No. 2577-0169

Locality: San Antonio Housing Authority, TX		Unit Type: Detached House & Mobile Home			Date (mm/dd/yyyy)	
Utility or Service		Monthly Dollar Allowances				
		6 BR				
Heating	a. Natural Gas	\$24.00				
	b. Bottle Gas/Propane	\$92.00				
	c. Electric	\$28.00				
	d. Oil / Other					
Cooking	a. Natural Gas	\$8.00				
	b. Bottle Gas/Propane	\$30.00				
	c. Electric	\$16.00				
Other Electric (Lights & Appliances)		\$77.00				
Air Conditioning		\$56.00				
Water Heating	a. Natural Gas	\$15.00				
	b. Bottle Gas/Propane	\$60.00				
	c. Electric	\$35.00				
	d. Oil / Other					
Water		\$47.00				
Sewer		\$48.00				
Trash Collection		\$22.00				
Range / Microwave Tenant-purchasing/leasing		\$12.00				
Refrigerator Tenant-purchasing/leasing		\$13.00				
Other-- specify:	Monthly Electric Fee \$8.25	\$8.00				
	Monthly Gas Fee \$8.95	\$9.00				
Actual Family Allowances			Utility or Service		per month cost	
To be used by the family to compute allowance. <i>Complete below for the actual unit rented.</i>			Heating		\$	
			Cooking		\$	
Name of Family			Other Electric		\$	
			Air Conditioning		\$	
			Water Heating		\$	
			Water		\$	
			Sewer		\$	
			Trash Collection		\$	
			Range / Microwave		\$	
Address of Unit			Refrigerator		\$	
			Other		\$	
			Other		\$	
			Total		\$	
Number of Bedrooms			Other		\$	
			Total		\$	



MEMORANDUM

To: Operations and Human Resources Committee

From: Lourdes Casan Kamirez, President and CEO

Presented by: Tim Alcott, Interim Dev. Services and Neighborhood Revitalization Officer
Lori Hall, Special Projects Consultant

Subject: SAHA's Internet Public Auction of Properties

SUMMARY

On September 21, 2013, SAHA held a live action of eighty-four (84) houses, lots, and substandard lots, of which seventy-three (73) have closed or are scheduled to close. As advertised by AmeriBid, the remaining eleven (11) properties were to be resold via an Internet auction process.

The Internet auction was held December 2-12, 2013, with local nonprofits having priority in purchasing these properties from December 2-5, 2013. Thirteen (13) registered bidders participated in the Internet auction, including two (2) nonprofits. Six (6) of the properties were sold through the Internet auction.

The strategy for selling the remaining five (5) properties is twofold: 1) Ameribid will contact all original participants regarding the availability of these properties; and 2) SAHA staff will approach adjacent homeowners/property owners.

FINANCIAL IMPACT:

Of the 11 properties for sale, six (6) were sold to private investors pending loan closing, for estimated revenue totaling \$120,850.00. Applicable Earnest Money Contract fees and Closing Costs will apply. SAHA will incur approximately \$7,200.00 in loan closing and marketing costs, resulting in estimated net proceeds of \$113,650.00 for the Internet auction. Proceeds will be used to strategically expand the supply of new affordable housing. The following chart outlines total projected revenues:

	Number of Units/Lots	Value
Internet Auction/Estimate Pending Closings	6	\$ 113,650.00
Previous Live Auction	72	\$ 995,459.61
Estimated Total	78	\$1,109,109.61

ATTACHMENTS:

None

MEMORANDUM

To: Operations and Human Resources Committee

From: Lourdes Castro Ramirez, President and CEO

Presented by: Tim Alcott, Interim Development and Neighborhood Revitalization Officer
Beverly Watts Davis, Director, Choice Neighborhood Program

Subject: Update and discussion regarding Choice activities relating to People, Housing and Neighborhood.

SUMMARY

Progress continues on implementing the Choice Transformation Plan and a focused effort was successful in obtaining approval from the U.S. Department of Housing and Urban Development of the San Antonio Choice Neighborhoods budget.

Administration

The Washington HUD Choice Neighborhood Director approved SAHA's proposed Choice budget. HUD is also in the process of reviewing the program implementation schedule, and once it is also approved, SAHA will receive an approval letter for both the budget and implementation program schedule in January 2014.

MBS will be submitting a 9% pre-application to the Texas Department of Housing and Community Affairs for low-income housing tax credits to fund development at the Wheatley Courts site. The pre-application is due on January 15, 2014 and the full application is due in March 2014.

Housing

The Park at Sutton Oaks development is 93% complete. The water pumps have been installed and are operational, and Franklin Development is working with the City to obtain additional certificates of occupancy for the remaining portions of the community. In the meantime, there remains a concern about low water pressure, and discussions are underway with SAWS to address the issue. Leasing will resume upon receipt of final approval from the City.

MBS continues to work diligently to procure contractors for the project. MBS selected KAI/Texas for architectural services, Vickery and Associates for engineering services, and Straightline Management and Porter Dillard for construction management services.

Staff has submitted the Wheatley Disposition Application to the HUD Washington Choice team for approval, and it is currently under review. While SAHA has received verbal notice of approval of tenant protection vouchers, no formal notice of approval has yet been received from HUD.

The San Antonio River Authority's (SARA) contract to perform the land assemblage will go before their board for approval January 16, 2014, and will also be on SAHA's Board of Commissioner agenda for the same date. This item was vetted through the Resident Services Committee on December 11, 2013.

Staff continues to work with Assistant Director for Capital Improvements and Management Services Mike Etienne and Deputy City Manager Peter Zaroni concerning the redevelopment of

the Wheatley Courts and the City's commitment to provide approximately \$20 million in funding for infrastructure and housing.

The environmental testing is underway at the site. SAHA and MBS staff have met with City representatives and Terracon to discuss the status of the environmental review. They concluded that the former dry cleaners site is no longer an issue due to test results, and that lead and lead found in the soil is will be reviewed and addressed. Additionally, Vickery & Associates completed 90% of the boring and test pit staking for geotec drilling and sampling of the entire Wheatley Courts site. Arias & Associates, under SCI consultants, will begin boring and pit testing the first week of January. SCI Consultant started performing the interior lead and asbestos sample surveys, with the tentative schedule for completing the environmental surveys by January 24, 2013.

People

Urban Strategies is providing relocation and case management services to Wheatley residents. Additional staff members were hired in December 2013, and include a Case Service Specialist and a Community Support Specialist.

Of the 201 families on site at the time of the 90-day Notice to Relocate, forty-five (45) families have successfully relocated off-site and the majority of the remainder have made their selection of housing and are in the process of relocating. Notices were provided to 10 Wheatley residents that had not made a housing program decision by the deadline of December 15, 2013. If they fail to make a decision, SAHA will be forced to make one on their behalf.

SAHA's Community Development Initiatives department hired Jose Ortega as the Jobs-Plus Community Organizer for Choice.

Neighborhood

On January 23, 2014, SAHA staff and MBS will host a Contractors Forum outlining contracting opportunities for site preparation. MBS is presently preparing the final scope of work for the site preparation. Once complete, this information will be widely communicated to encourage participation from local, qualified contractors.

Partnerships

The Economic Development Plan for the Choice Neighborhood Initiative has been completed. Appreciation is extended to SAGE for leading the process to complete this plan.

Discussions continue in the development of a Memorandum of Understanding between SAHA and the San Antonio Independent School District (SAISD), regarding a potential health clinic at Wheatley Middle School. The clinic will focus on women, children, health promotion, and prevention. Portables located at Wheatley Middle School have been identified as the possible office space for the clinic. University Health System has provided SAISD with its space requirements, and SAISD is developing the budget to meet these requirements.

Additionally, the Choice Action Plan for January-June 2014 is attached for information and review. The plan outlines key upcoming milestones for the Choice core components of Housing, People, and Neighborhood.

FINANCIAL IMPACT

None at this time

ATTACHMENTS

Choice Action Plan for January-June 2014.

**Choice Action Plan
January – June 2014**

HOUSING
<ul style="list-style-type: none"> • Submit 9% Tax Credit Application
<ul style="list-style-type: none"> • Conduct business opportunity workshop for contractors regarding demolition and site preparation
<ul style="list-style-type: none"> • Resolve Water Pressure issue at the Park at Sutton Oaks
<ul style="list-style-type: none"> • Certificate of Occupancy is issued for Sutton Oaks
<ul style="list-style-type: none"> • Obtain Environmental Approval from COSA
<ul style="list-style-type: none"> • Obtain Disposition Approval from HUD
<ul style="list-style-type: none"> • Retain SARA to acquire privately owned properties needed to complete final phase of the redevelopment of Wheatley Courts
<ul style="list-style-type: none"> • Confirm the SAWS and CPS infrastructure commitments to Wheatley Courts
<ul style="list-style-type: none"> • Abate and demolish Wheatley Courts public housing structures
<ul style="list-style-type: none"> • Complete site preparation for Phase II construction
PEOPLE
<ul style="list-style-type: none"> • Complete relocation of all Wheatley Courts residents
<ul style="list-style-type: none"> • Provide case management services to all Wheatley residents
<ul style="list-style-type: none"> • Obtain HUD approval for Tenant Protection Vouchers (TPV), which would provide 246 Section 8 Housing Choice Vouchers to Wheatley Courts residents
<ul style="list-style-type: none"> • Additional Case Manager (bi-lingual) and Community Specialist are hired
<ul style="list-style-type: none"> • Hire Health Specialist
<ul style="list-style-type: none"> • Hire Community/Neighborhood Networkers
NEIGHBORHOOD
<ul style="list-style-type: none"> • Finalize the in-fill housing strategy and increase housing stock <ol style="list-style-type: none"> 1. Establish joint working task force between SAHA, CoSA, and Bexar County to develop and implement in-fill strategy 2. Complete transfer of COSA and County-owned lots to SAHA. Initially “bank” these lands until there is an impact from Promise and CHOICE activities that will support home ownership 3. Develop loan products and lending partners 4. Develop and partner with private sector down-payment assistance programs city-wide 5. Establish partnerships and grant program with non-profit agencies who will build mixed-income housing 6. Develop pipeline of qualified home buyers through partnerships and home readiness training 7. Conduct annual community housing fair and “parade of homes”
<ul style="list-style-type: none"> • Improve quality homeowner and rental housing stock <ol style="list-style-type: none"> 1. Improve quality and value of existing housing stock through enhanced COSA owner-occupied rehab 2. Improve quality and value of existing housing stock through enhanced COSA emergency repair programs
<ul style="list-style-type: none"> • Rollout the rebranding campaign for Eastpoint in partnership with the Mighty Group
<ul style="list-style-type: none"> • Work with University Health System to establish a maternal and child Clinic at Wheatley Middle School
<ul style="list-style-type: none"> • Finalize scope of work with DPW, CPS & SAWS for public improvements and establish agreed upon street lighting plans, water, wastewater and possible storm water mitigation strategies

<ul style="list-style-type: none"> • Work with EPN, SAISD and Dr. Steven Bingler to establish a community school at Wheatley Middle School
<ul style="list-style-type: none"> • Work with SAGE, COSA Economic Development Department, and other economic development partners to implement the CHOICE Economic Development Plan.
<ul style="list-style-type: none"> • Hold a community design charrette for Menger Creek park redevelopment project. Design and budget Menger Creek as a destination park for the community with quality of life amenities
<ul style="list-style-type: none"> • Implement façade improvement program for commercial corridors in partnership with SAGE
<ul style="list-style-type: none"> • Increase Employment Opportunities <ol style="list-style-type: none"> 1. Host Employment Fair for neighborhood residents which will include employability assessments and connecting residents to resources. 2. Establish VISTA opportunities for Neighborhood Networkers that provides federal benefits, \$4,700 scholarship, and priority review for a federal job 3. Establish opportunity for Wheatley residents to gain economically by cleaning up Wheatley Courts as residents move out.
<ul style="list-style-type: none"> • Improve Transportation Connectivity <ol style="list-style-type: none"> 1. Design and implement bicycle and pedestrian routes and paths to St. Philips, local schools and transit. 2. Apply VIA Transit policies and increase Bus Routes and Services 3. Engage community around complete street concepts and suggestions from the Walkability Workshop.
<ul style="list-style-type: none"> • Address neighborhood Stray Animal Population by working with the San Antonio Area Foundation to implement a "No Kill" policy and provide pet care education and awareness, rescue, housing and spay and neuter services.
<ul style="list-style-type: none"> • Initiate Neighborhood Beautification Campaigns in partnership with Neighborhood Associations <ol style="list-style-type: none"> 1. Organize Volunteer Days to complete beautification projects and coordinate with CoSA for bulk pick-ups. 2. Initiate neighborhood contests such as “most improved block” and other contests that promote beautification, safety, and community pride. 3. Initiate block parties, neighborhood coffees, and events to increase neighborliness 4. Eliminate overgrown shrubbery 5. Reduce vacant lots 6. Initiate operation “porch light”
<ul style="list-style-type: none"> • Increase Community Engagement <ol style="list-style-type: none"> 1. Increase neighborhood leadership (training, leadership opportunities, recognition) 2. Engage Neighborhood Networkers in community building activities 3. Host two annual community building events that are also tied to major events such as the MLK March
<ul style="list-style-type: none"> • Increase crime prevention activities <ol style="list-style-type: none"> 1. Address “hot spots” 2. Increase neighborhood patrols 3. Increase police patrols 4. Increase “Operation ID” to label property to reduce theft and pawnability 5. Remove vacant buildings where criminal activity occurs 6. Re-engage neighborhood associations 7. Increase re-entry and recovery services for ex-offenders in partnerships with key community organizations

MEMORANDUM

To: Operations & Human Resources Committee
From: Lourdes Castro Ramirez, President and CEO
Presented by: Richard Milk, Director of Policy and Planning
RE: Update and discussion regarding the MDRC / HUD Rent Study Demonstration

SUMMARY:

In late 2012, the U.S. Department of Housing and Urban Development and its research consultant, MDRC, floated a concept for a national rent study that would test a single rent policy across multiple public housing authorities (PHAs). Due to the flexibilities provided to Moving to Work agencies, any pilot demonstration program would be limited to MTW-designated agencies.

In recent months, a demonstration concept has developed into a solid framework that is generally in line with SAHA's policy directions and program proposals. SAHA has expressed to HUD and MDRC its possible interest in participating in the HUD/MDRC rent study demonstration, with discussions to continue through January 2014.

As these discussions develop, SAHA staff will draft a new MTW activity for the FY 2015 MTW Plan for public comment in February 2014 and consideration by the Board of Commissioners in March and April of 2014.

MDRC is a non-profit, social policy research organization focused on reducing poverty, bolstering economic self-sufficiency, and improving public education and college graduation rates. The group designs interventions, evaluates existing programs, and provides technical assistance to build better programs and deliver effective interventions at scale.

The goals of the rent study demonstration are to:

- Test a single rent policy across multiple PHAs but with local adaptation
- Test a model that is relevant to the nation as a whole, in a variety of circumstances, labor markets, housing markets, etc. If successful, the demonstration would provide a better foundation from which to consider a policy that could be implemented nationally.
- Assess if the model achieves benefits both for PHA and tenants.
- Implement a policy that might be revenue neutral
- Increase tenants' reporting of income
- Increase tenants' work effort

MDRC will hire onsite evaluation coordinators to deal with research-related issues.

PROPOSED ACTION:

None at this time.

FINANCIAL IMPACT:

None at this time.

ATTACHMENTS:

None

MEMORANDUM

To: Operations & Human Resources Committee
From: Lourdes Castro Ramirez, President and CEO
Presented by: Richard Milk, Director of Policy and Planning
RE: Update and discussion regarding the FY2015 MTW Plan Update

SUMMARY:

The U.S. Department of Housing and Urban Development (HUD) requires Public Housing Authorities (PHAs) to annually submit a five-year plan and an annual business plan, commonly referred to as the Agency Plan(s). Due to SAHA's designation as a Moving-to-Work (MTW) agency, the MTW Plan serves as SAHA's Agency Plan. The MTW Plan includes: the Public Housing Admissions and Continued Occupancy Plan (ACOP), the Housing Choice Voucher Administrative Plan (Admin Plan), and the Capital Fund Program Plan. The MTW Plan will also describe SAHA's policies, programs, operations, strategies and flexibilities in meeting the local housing needs and goals.

SAHA is on track to complete the 2014-2015 Agency Plans in time for April submission to HUD. This year, staff recommends a limited number of new MTW activities, including participating in an MDRC/HUD Rent Study and a designation of elderly-priority communities.

The MDRC/HUD Rent Study is a voluntary demonstration program to test a single, simplified rent policy across multiple housing authorities. This MTW activity would be required to participate in the study, and would allow SAHA to set up two rent schedules, one control and one experimental, and make other adjustments to carry out the Rent Study. The study hopes to test a model from which to consider a policy that could be implemented nationally.

The elderly-priority activity would set a cap on the percentage of non-elderly disabled households at specific properties. A recurring concern raised at elderly/disabled communities is the lifestyle disparity amongst the population. A percentage cap is a means by which to maintain an elderly majority within each community; this approach has been successfully utilized at other housing authorities.

This is also the first year that the MTW Plan will be submitted under a new revised format. SAHA's staff is already familiar with the modifications that will be required by HUD's new format.

Timeline:

- May 19, 2013, July 17, 2013 September 18, 2013 and November 13, 2013: MTW Advisory Board met to brainstorm, discuss new activities, and prioritize
- June – November 2013: Staff met regularly to research, refine, and finalize proposals
- The month of February 2013 will be dedicated to public input on the recommended activities for all Agency Plans. Meetings will be held at various sites to solicit the input of Public Housing residents and Housing Choice Voucher participants.

The final MTW and program plans will be presented to the Operations and Human Resources Committee in March 2014 and to the Board of Commissioners in April 2014.

PROPOSED ACTION:

None at this time

FINANCIAL IMPACT:

None at this time

ATTACHMENTS:

None