AGENDA

A Regular Board Meeting for:
SAN ANTONIO HOUSING TRUST FOUNDATION
will be held at the
Municipal Plaza C Room
114 W Commerce St., San Antonio, TX 78205
and virtually via ZOOM:
https://us02web.zoom.us/j/82875357147?pwd=RXFnZ2NVbW5XMW90Z1Y4Wmsxc0lBZz09
DIAL-IN NUMBER: 1-346-248-7799 MEETING ID: 828 7535 7147 PASSWORD: 721215
On Friday, September 29, beginning at 2:00 p.m.

NOTICE: *A quorum of the board of directors will be physically located at 114 W Commerce St., San Antonio, TX 78205 at 2:00 p.m. One or more of the Directors may attend this meeting by video conference pursuant to the requirements set forth in the Texas Open Meetings Act. An electronic copy of the agenda packet may be accessed at the San Antonio Housing Trust website under the CALENDAR/Board Meeting date page prior to the meeting.*

NOTICE: *This meeting of the Board, being held for the reasons listed below, is authorized in accordance with the Texas Government Code, Sections 551.001 - 551.146. Verification of Notice of Meeting and Agenda are on file in the Office of the Executive Director.*

1. Call to Order and Roll Call
2. Discussion and possible action to approve minutes of August 18, 2023
3. Public Comment – Interested speakers will have 3 minutes each to address the Board on agenda items or housing policy related matters.
4. Discussion and possible action to approve a Resolution for the San Antonio Housing Trust Foundation fiscal year 2024 Annual Plan and Budget.
5. Briefing, discussion and possible action regarding the Annual City of San Antonio Professional Services Agreement for fiscal year 2024.
6. Briefing, discussion and possible action to approve a Resolution authorizing releasing a Request for Proposals for the McIlvaine Farmhouse.
7. Adjournment.

Executive Session. The San Antonio Housing Trust reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on the posted agenda, above, as authorized by the Texas Government Code, Sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), and 551.087 (economic development). *ANY ITEM DISCUSSED IN EXECUTIVE SESSION MAY BE ACTED ON IN OPEN SESSION*

Attendance by Other Elected or Appointed Officials: It is possible that members City boards, commissions and/or committees may attend the open meeting in numbers that may constitute a quorum. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of any other boards, commissions and/or committees of the City, whose members may be in attendance in numbers

constituting a quorum. These members of other City boards, commissions, and/or committees may not deliberate or take action on items listed on the agenda. [Attorney General Opinion – No. GA-0957 (2012)].

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodation or interpretative services must be made 48 hours prior to this meeting. Please contact Nicole Collazo, for concerns or requests, at (210) 735-2772 or FAX (210) 735-2112.

San Antonio Housing Trust Foundation
Agenda Item 2

This item includes the approval of minutes from the **August 18, 2023**, meeting.

SAN ANTONIO HOUSING TRUST FOUNDATION
2023 OFFICIAL MEETING MINUTES

DATE: August 18, 2023

TIME AND PLACE: The San Antonio Housing Trust Foundation met in session at 2:10 p.m., via Zoom and in person at 114 W Commerce St, San Antonio, TX 78205.

PRESENT: Mark Carmona, Councilwoman Teri Castillo, Eric Cooper, Councilman John Courage, Jordan Ghawi, Councilman Jalen McKee-Rodriguez, Marinella Murillo, Jane Paccione, Councilwoman Adriana Rocha Garcia, and Councilwoman Phyllis Viagran.

ABSENT: Antoinette Brumfield and Rachell Hathaway

STAFF/VISITORS PRESENT:
Pedro Alanis- Executive Director San Antonio Housing Trust Foundation.; Nicole Collazo- Director of Operations San Antonio Housing Trust Foundation; Susan Snowden- Financial Director San Antonio Housing Trust Foundation; Tom Roth- Director of Development San Antonio Housing Trust Foundation; Jessica Kuehne- Director of Asset Management San Antonio Housing Trust Foundation; John Hernandez- Senior Asset Manager San Antonio Housing Trust Foundation; Lauren Bejaran- Senior Administrative Assistant San Antonio Housing Trust Foundation; Ruben Lizalde- D3; Edward Muniga- D4; Justin Renteria- D5; Milee Ray- D9; Rosario Yanez- SEFLA Languages Interpreter; Ulysses Grajeda- Texas RioGrande Legal Aid (TRLA).

1. **CALL TO ORDER AND ROLL CALL:** The meeting was called to order by President Adriana Rocha Garcia and the roll was called by Lauren Bejaran.
2. **DISCUSSION AND POSSIBLE ACTION TO APPROVE MINUTES OF JULY 28, 2023.**

MINUTES COMMISSION ACTION:
Jordan Ghawi motioned, and Jane Paccione seconded to approve the July 28, 2023, minutes.
AYES: 9
NAYS:
ABSTAINED:
THE MOTION PASSED.

3. **PUBLIC COMMENT – INTERESTED SPEAKERS WILL HAVE 3 MINUTES EACH TO ADDRESS THE BOARD ON AGENDA ITEMS OR HOUSING POLICY RELATED MATTERS.**
Susan Richardson, San Antonio resident, submitted written comment read by Director of Operations Nicole Collazo:

"After reconciling the 2023 Annual Plan to the 2024 Annual Plan, I would like to comment on Objective #3 which is to Facilitate the preservation of affordable rental housing and Objective #4 which is to Contribute to the construction of new affordable rental housing.

Regarding Objective #3, it appears that four of the five 2023 priorities are being carried over to 2024, however it is stated that priority #5 which was to establish a dedicated revenue source for gap financing to strengthen affordable housing preservation efforts is deferred to 2025. Truly gap financing is needed

now to successfully accomplish all three priorities here for 2024 as well as priority #3 from 2023 to preserve affordability through development of a partnership or financial support for 3 properties (now under Objective #4 priority #2). I would also like to know how Objective #3's 2024 plan priority #2 of Transit Owned Development land acquisition will actually facilitate the preservation of affordability and specifically which types of TOD that SAHTF is looking into- Core, Center, Village or Destination.

Gap financing would also help address Objective #4's two 2023 remaining priorities (carried over to 2024 as priorities #1 and #3); to participate in and support five LIHTC projects and to identify a PSH development partner and initiate pre-development activities on one PSH development. With a waiting list of over 90K San Antonio residents looking for some form of public housing assistance, I think establishing gap financing needs to be the number one priority for 2024 and not deferred to 2025. Hopefully, I am misinterpreting what is stated on the 2023 Annual Plan and it is actually meant to happen in 2024 in order to be achieved by 2025.

Thanks for the opportunity to comment."

4. **DISCUSSION AND POSSIBLE ACTION TO APPROVE A RESOLUTION RECOMMENDING BOARD OF DIRECTOR APPOINTMENTS FOR THE SAN ANTONIO HOUSING TRUST FOUNDATION, INC TO THE CITY COUNCIL OF THE CITY OF SAN ANTONIO CONSISTENT WITH THE RESTATED BYLAWS.**

Pete Alanis briefed the board on the Board of Directors applications received for the San Antonio Housing Trust Foundation Inc. As of August 11, 2023, the City Clerk's office has received four applications: Antoinette Brumfield, Eric Cooper, Jayeson Howell, and Jane Paccione. Applications will still be accepted until final appointments by the City Council have been made.

The SAHT Governance & Policy Committee met on August 9, 2023, to review the applications received and approved to move all applications to the full SAHT board for consideration. The SAHT Governance Committee recommends re-appointing the same board members for a 4-year term.

MINUTES COMMISSION ACTION:

Councilman John Courage motioned, and Councilwoman Teri Castillo seconded, to approve a resolution recommending San Antonio Housing Foundation Board appointments to the San Antonio City Council for a four-year term consistent with the restated bylaws.

AYES: 7
NAYS:
ABSTAINED: 2 – Eric Cooper and Jane Paccione
THE MOTION PASSED.

5. **BRIEFING AND DISCUSSION ON THE FISCAL YEAR 2024 ANNUAL PLAN AND PRELIMINARY BUDGET.**

Pete Alanis briefed the board on the Fiscal Year 2024 Annual Plan. On October 21, 2023, the SAHT Board approved the Five-Year Strategic Plan and FY 2023 Annual Plan. The Strategic Plan outlined six strategic objectives, establishing SAHT beliefs and core values, statement of purpose, mission, and vitals.

The proposed FY 2024 Annual Plan Priorities include, clarifying the role of SAHT in our local housing system, investing in SAHT's capacity to grow, facilitating the preservation of affordable rental housing, contributing to the construction of new affordable rental housing, supporting neighborhood preservation efforts, and engaging in advocacy at local, state, and federal levels. The proposed FY 2024

Vital Goals include the total number of multifamily units preserved, created, placed in service, and under construction; the number of Permanent Supportive Housing, number of parcels acquired, $0 for Community Land Trust(s), $3.15 million awarded to non-profits, and $233.0 million for tax-exempt bonds issued.

President Adriana Rocha Garcia asked Pete Alanis if the Special Needs Community could be included in the target populations for Objective 1.

Councilwoman Phyllis Viagran left the SAHT Foundation meeting at 2:44 PM.

Jordan Ghawi asked Pete Alanis if the number of 30% AMI units could be increased, and why the number of Permanent Supportive Housing is set at 0 for the FY 2024. Pete responded stating that the PSH number is set at zero due to the PSH units currently not being online and operational. Jordan asked if there was a was a way to redefine the PSH wording, and President Rocha Garcia asked if "in progress" could be added to the PSH Vitals.

Pete Alanis briefed the board on the Fiscal Year 2024 Preliminary Budget for the Foundation. The FY 2024 Operating Revenue is projected to have a 33% reduction in revenues from the PFC and FC from $1.57 million to $1.05 million. The FY 2024 operating expenses are projected to have a 12.6% increase from $1.56 million to $1.76 million.

The operating budget increase reflects the priorities set out by the board including: one new staff position, 4% COLA increase for current staff, $100 increase a month for Health and Dental Stipend, increases to insurance, payroll taxes, audit/accounting services, one time moving and furniture expenses for new office relocation, increase in rent due to the new office space, and passthrough of PFC/FC costs reflected. The Operating Reserve level increased from $782k to $881k for FY 2024.

The FY 2024 Annual Cash Projection shows the FY 2023 cash balance ending with $3.37 million with a FY 2024 ending cash balance of $2.73 million.

Pete Alanis briefed the board on the Fiscal Year 2024 Preliminary Budget for the PFC. The FY 2024 Operating Revenue is projected to have a 64% reduction in revenues from $6.1 million to $3.9 million, providing a $60k decrease in interest revenues due to reductions in projected earned interest from cash outlays. The conservative budget does not include any new projects or PFC closings.

The PFC operating expenses are projected to have an 82% increase from $3.22 million to $5.87 million, primarily due to the $3.74 million in Site Acquisition expenses. The operating budget increase also reflects the $984k owed to the Foundation, $250k as Trust Fund Match, $449k in revenue share with the City for Greenline and Park @ 38Thirty, $449k for professional services, and $53k for Income Taxes.

The PFC Net Position anticipates a $1.5 million dollar year over year decrease. The PFC FY 2024 beginning cash balance will be at $13.5 million with an ending cash balance of $11.9 million.

Pete Alanis briefed the board on the Fiscal Year 2024 Preliminary Budget for the FC. The FY 2024 Operating Revenue is projected to earn $200k in both annual fees and interest income. The FC operating expenses are projected to have an $11k increase from $74k to $86k, due to cost allocation of accounting, asset management, audit, and compliance services.

The FC Net Position anticipates an increase in net position of $113k, and the FC FY 2024 cash balance

will be at $2.01 million.

Jordan Ghawi asked Pete Alanis if the asset management and compliance services can be done in house at SAHT to decrease spending costs. Pete responded saying that SAHT's external audit and compliance services are essential to the amount of the workload for our properties that cannot be undertaken by our in-house Asset Management team.

Councilman Courage asked Pete Alanis what instruments would be invested in using Cash Investments from the PFC would be. Pete Alanis responded stated the instruments would be clarified during the September 2023 Finance & Audit Committee meeting before being presented to the full board during the September 2023 Stated Board Meetings. Councilman Courage also asked why the net position for the PFC has a $1 million decrease. Pete responded stating that it is primarily due to the increase of expenses for the PFC in FY 2024.

NONE.
NO ACTION NEEDED.

5. **BRIEFING, DISCUSSION, AND POSSIBLE ACTION TO APPROVE A RESOLUTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH LOBBY CRE FOR DATA MANAGEMENT SERVICES.**

   Pete Alanis briefed the board on the proposed professional services agreement with Lobby CRE for data management services. Lobby CRE's comprehensive portfolio management solution will increase monitoring over 12,000 units, transition projects from initial development through asset management, automatically import operational indicators and financial performance data, enable intelligent performance analysis and reporting, track historic, current, and future modeling scenarios, assess and report on property financial performance, and increase tracking capabilities for various tax, budgeting, reporting, compliance, and other critical functions.

   The Lobby CRE agreement will be an annual agreement structured, with a 30-day notice, prior to renewal. Services are approximately $200 per month per project with an initial one-time implementation fee of $9,360. Costs will be allocated to the PFC and Finance Corporations, as applicable. Staff recommend authorizing a service agreement with Lobby CRE to begin integrating the platform for October 1, 2023, start date to coincide with the beginning of our fiscal year.

   MINUTES COMMISSION ACTION:
   Jordan Ghawi motioned, and Jane Paccione seconded to approve a resolution authorizing the Execute Director to negotiate and execute a professional services agreement with Lobby CRE for Data Management Services.
   AYES: 8
   NAYS:
   ABSTAINED:
   THE MOTION PASSED.

6. **EXECUTIVE SESSION: THE SAN ANTONIO HOUSING TRUST FOUNDATION WILL CONVENE IN EXECUTIVE SESSION PURSUANT TO GOVERNMENT CODE SECTION 551.071 CONSULTATION WITH ATTORNEY AND 551.074, PERSONNEL TO RECEIVE ADVICE REGARDING THE STATUS AND DATES RELATED TO THE EMPLOYMENT AGREEMENT WITH EXECUTIVE DIRECTOR PEDRO ALANIS.**

President Adriana Rocha Garcia convened the SAHT Foundation meeting into Executive Session at 3:37 p.m.

Councilwoman Phyllis Viagran rejoins the Foundation meeting at 3:45 p.m.

Executive Session. The San Antonio Housing Trust reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on the posted agenda, above, as authorized by the Texas Government Code, Sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), and 551.087 (economic development). ANY ITEM DISCUSSED IN THE EXECUTIVE SESSION MAY BE ACTED ON IN OPEN SESSION.

President Adriana Rocha Garcia reconvened the SAHT Foundation meeting into Open Session at 4:01 PM. No action was taken place during the Executive Session.

MINUTES COMMISSION ACTION:

Eric Cooper motioned, and Councilman Jalen McKee-Rodriguez seconded approving a 90-day extension for Executive Director Pete Alanis' contract.

AYES: 9
NAYS:
ABSTAINED:
THE MOTION PASSED.

7. ADJOURNMENT

President Rocha Garcia adjourned the meeting. There being no further business, the meeting was adjourned at 4:02 p.m.

San Antonio Housing Trust Foundation
Agenda Item 3

Public Comment

Interested speakers will have 3 minutes each to address the Board on agenda items or housing policy related matters; a total of 15 minutes will be provided. Instructions to sign up for Public Comment via Zoom video conference.

To sign up for Public Comment please call 210-735-2772 24 hours prior to this meeting to place your name on the list.

Los oradores interesados tendrán 3 minutos cada uno para dirigirse a la Junta sobre temas de la agenda
o asuntos relacionados con la polí ca de vivienda; Se proporcionará un total de 15 minutos.

Para inscribirse en Comentario Público, llame al 210-735-2772 24 horas antes de esta reunión para incluir su nombre en la lista.

San Antonio Housing Trust Foundation
Agenda Item 4

Discussion and possible action to approve a Resolution for the San Antonio Housing Trust Foundation FY 2024 Annual Plan and Budget.

Last month on August 18, 2023, staff presented the preliminary FY 2024 Annual Plan and Budget. During the meeting the board provided feedback to adjust the annual priorities. The Finance and Audit committee met on September 19, 2023 to review the revised Annual Plan.

Annual Plan Revisions

Clarify the Role in our Local Housing System:

- Continue to be involved with various systems of care and strategic engagement opportunities.
- Continue to educate the public about the unique role of SAHT in the housing continuum and remain involved with public information campaign with City of San Antonio.
- Promote increased engagement with target populations in developing affordable housing including persons with special needs, former foster youth, veterans, older adults, and persons experiencing homelessness.

Invest in SAHT's Capacity to Grow:

- Explore alternative forms of capital with the goal of increasing access to equitable forms of financing.

Facilitate the Preservation of Affordable Rental Housing

- Identify owners seeking to partner with the Housing Trust to rehab or modernize existing housing.
- Develop an equitable land acquisition strategy to preserve affordability in future transit corridors as well as neighborhoods impacted by school closures.
- Explore the improvement, preservation, and education of manufactured home communities.

Contribute to the Construction of New Affordable Rental Housing

- Acquire a minimum of three parcels of land for the purpose of creating new affordable rental housing.

Support Neighborhood Preservation Efforts

- Explore opportunities on City owned land towards future affordable housing needs.
- Research affordable housing options for teachers and faculty.

Engage in Advocacy at Local, State and Federal levels

- Assess local housing priorities going into the next state legislative session and meeting with local legislative delegations.

Vitals

Based on board feedback, we made the following adjustment to measure how many PSH units are in development. We also made a slight reduction to the amount of funds to be awarded for non-profit affordable housing initiatives in FY 2024. This is reflected in the PFC Budget.

Proposed 2024 Vital	2024 Goal
Total # of MF units preserved	770
# of rental units preserved <30% AMI	104
# of units preserved >31 and <80% AMI	666
Total # of MF units created	1250
# of rental units added < 30% AMI	125
# of rental units added > 31% & < 60%AMI	1125
Total # of MF units placed in service	10,598
Total # of MF units preserved	518
Total # of MF units under construction	2990
# of PSH units in development	280
# of land parcels acquired	3
$ for Community Land Trust(s)	$0
$ awards to Non-Profits	$2.59M
$ of tax-exempt bonds issued	$233.0M

FY 2024 Foundation Budget

The Finance and Audit committee met on September 19, 2022, to review and consider the final San Antonio Housing Trust Foundation Annual Budget for fiscal year 2024. The Budget is identical to the preliminary budget except for a line-item adjustment of $10,385 from rental expenses to payroll expenses. There is no change to net position.

Recommendation

The Finance and Audit committee met on September 19, 2023 to review the revised Annual Plan and recommended to move forward to the full board for consideration.

Attachments:

FY 2024 Proposed Annual Plan
FY 2024 Budget and Cash Flow
Resolution

Objective	Proposed 2024 Annual Priorities
Clarify the Role in our Local Housing System	Clarify board member involvement in trust activities and committees after officer election.
	Continuing to educate board members through training and learning opportunities.
	Continue to be involved with various systems of care and strategic engagement opportunities.
	Continue to educate the public about the unique role of SAHT in the housing continuum and remain involved with public information campaign with City of San Antonio.
	Promote increased engagement with target populations in developing affordable housing including persons with special needs, former foster youth, veterans, older adults, and persons experiencing homelessness.
Invest in SAHT's Capacity to Grow	Implement the staff development plan.
	Identify contributions to the trust fund from COSA.
	Develop a succession plan for each staff leadership position.
	Explore alternative forms of capital with the goal of increasing access to equitable forms of financing.
	Analyze vendors, consultants, and interns to ensure we have adequate coverage, with a focus on productivity w/o increasing personnel fixed costs.
	Invest in professional development and training with staff.
Facilitate the Preservation of Affordable Rental Housing	Identify owners seeking to partner with the Housing Trust to rehab or modernize existing housing.
	Develop an equitable land acquisition strategy to preserve affordability in future transit corridors as well as neighborhoods impacted by school closures.
	Explore the improvement, preservation, and education of manufactured home communities.
Contribute to the Construction of New Affordable Rental Housing	Participate in 5 affordable LIHTC projects.
	Acquire a minimum of three parcels of land for purposes of creating new affordable rental housing.
	Close financing on 280 PSH units.
	Participate in 3 mixed income developments (PFC/Essential Bonds).
Support Neighborhood Preservation Efforts	Monitor nonprofit awards to ensure goals to create new CLTs and in-fill housing.
	Explore opportunities on City owned land towards future affordable housing needs.
	Research affordable housing options for teachers and faculty.
	Repurpose the McIlvaine Farmhouse.
Engage in Advocacy at Local, State and Federal Levels	Seek efforts to educate community partners and board members about complex financing tools and strategies.
	Monitor impacts due to state legislation changes to PFC and HFCs.
	Support COSA's efforts in federal funding applications.
	Monitor changes in the federal tax credit program.
	Educate development community on local, state, and federal programs and incentives.
	Assess local housing priorities going into the next state legislative session and meet with local legislative delegations.

SAN ANTONIO HOUSING TRUST

SAN ANTONIO HOUSING TRUST FOUNDATION, INC.
FY 2024 Proposed Budget

	FY 2023 Budget	FY 2024 Proposed Budget	Change
OPERATING REVENUES			
Administrative Fee Income			
SAHT Finance Corporation	$ 30,910	$ 33,760	$ 2,850
SAHT Public Facility Corporation	1,536,630	984,361	(552,269)
Total Administrative Fee Income	1,567,540	1,018,121	(549,419)
Interest Income - Loans	10,000	30,000	20,000
TOTAL OPERATING REVENUES	**$ 1,577,540**	**$ 1,048,121**	**$ (529,419)**
OPERATING EXPENSES			
Advertising and Marketing	$ 5,000	$ 5,000	$ -
Bank Fees & Service Charges	500	500	-
Insurance Expense			
Insurance - Business Owner's	4,440	5,200	760
Insurance - Crime	1,357	1,500	143
Insurance - Directors & Officers	9,727	10,000	273
Insurance - Workers Comp	901	1,200	299
Total Insurance Expense	16,425	17,900	1,475
Maintenance & Repairs			
General Maintenance & Repairs	5,000	2,000	(3,000)
Grounds Maintenance & Mowing	5,638	2,250	(3,388)
Moving Expenses	7,500	7,500	-
Office Cleaning	1,925	900	(1,025)
Pest Control	477	400	(77)
Total Maintenance & Repairs	20,540	13,050	(7,490)
Meals & Events	5,500	5,500	-
Office Expenses			
Equipment Purchases	7,000	5,000	(2,000)
Furniture Purchases	40,000	40,000	-
Mileage, Parking & Tolls	-	500	500
Office Supplies	8,000	5,000	(3,000)
Printing & Photocopying	1,000	1,000	-
Security & Monitoring	656	400	(256)
Shipping & Postage	750	750	-
Shredding Services	100	100	-
Total Office Expenses	57,506	52,750	(4,756)

SAN ANTONIO HOUSING TRUST

SAN ANTONIO HOUSING TRUST FOUNDATION, INC.
FY 2024 Proposed Budget

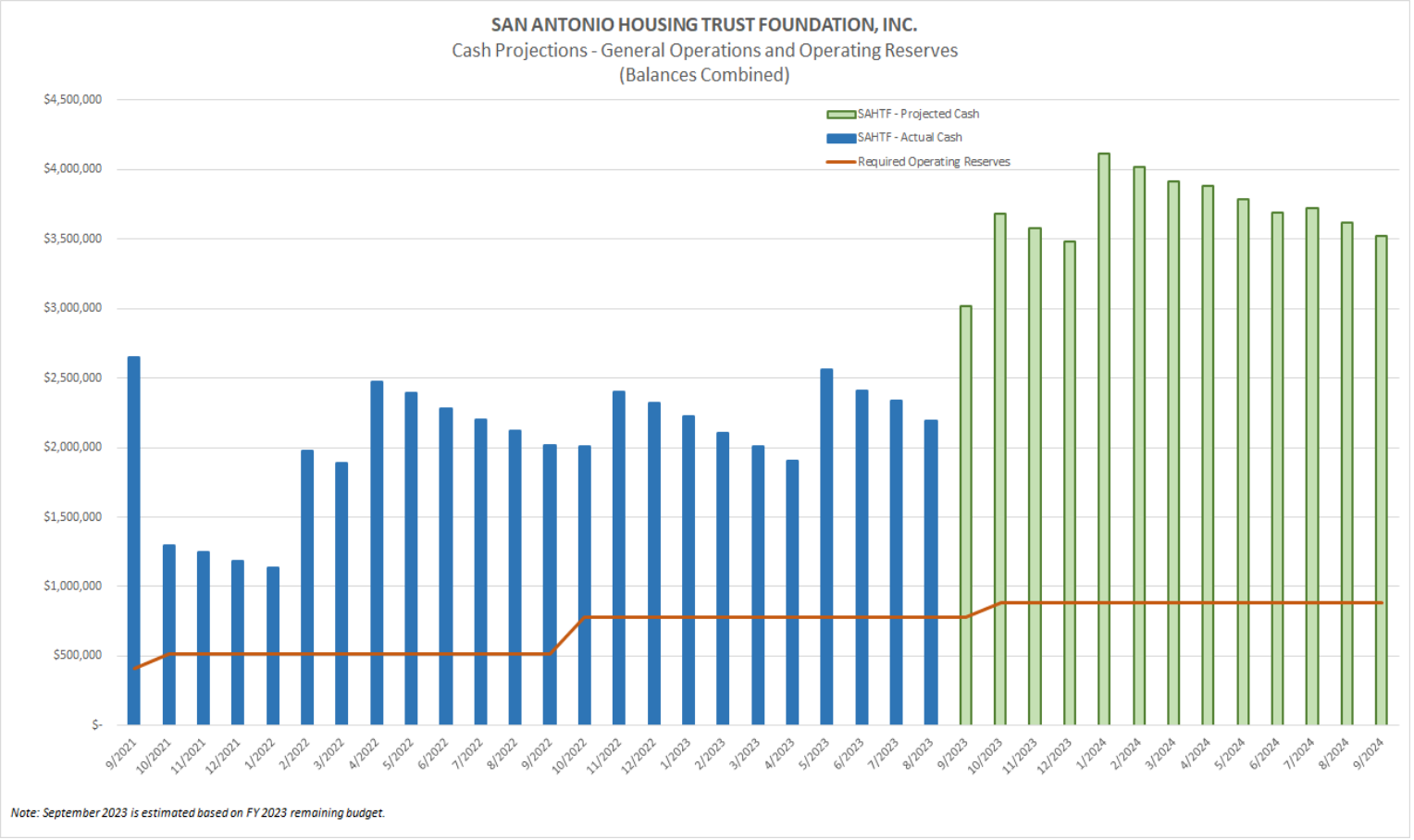
	FY 2023 Budget	FY 2024 Proposed Budget	Change
OPERATING EXPENSES (Continued)			
Payroll Expenses			
Allowance - Auto	23,000	24,000	1,000
Allowance - Telephone	2,400	2,400	-
Insurance - Dental	-	5,000	5,000
Insurance - Health	70,000	84,000	14,000
Insurance - Life	15,000	15,000	-
Payroll Tax Expense	50,000	62,125	12,125
Retirement Plan Expense	70,000	96,463	26,463
Salaries & Wages	610,000	766,714	156,714
Total Payroll Expense	840,400	1,055,702	215,302
Program Expenses			
Community Land Trusts	200,000	200,000	-
SEED Academy	40,000	-	(40,000)
Sponsorships	-	20,000	20,000
Total Program Expenses	240,000	220,000	(20,000)
Professional Services			
Accounting & CFO Services	52,320	$ 57,600	5,280
Audit Services	28,000	29,400	1,400
Legal Services	72,000	50,000	(22,000)
Marketing & Public Relations Services	44,000	30,000	(14,000)
Strategic Planning Services	14,500	7,500	(7,000)
Web Hosting	3,575	3,000	(575)
Other Professional Services	43,000	20,000	(23,000)
Total Professional Services	257,395	197,500	(59,895)
Rent Expense			
Equipment Rent	5,084	6,000	916
Facilities Rent	41,000	115,615	74,615
Total Rent Expense	46,084	121,615	75,531
Subscriptions			
Subscriptions - Memberships & Fees	4,717	5,000	283
Subscriptions - Software Licenses	18,000	15,000	(3,000)
Total Subscriptions	22,717	20,000	(2,717)
Telephone & Internet	3,500	6,000	2,500
Travel & Training	45,000	45,000	-
Utilities	4,600	3,000	(1,600)
TOTAL OPERATING EXPENSES	**$ 1,565,167**	**$ 1,763,517**	**$ 198,350**
OPERATING INCOME (LOSS)	**$ 12,373**	**$ (715,396)**	**$ (727,769)**

SAN ANTONIO HOUSING TRUST

SAN ANTONIO HOUSING TRUST FOUNDATION, INC.
FY 2024 Proposed Budget

	FY 2023 Budget	FY 2024 Proposed Budget	Change
NONOPERATING REVENUES (EXPENSES)			
Intergovernmental Revenues			
Asset Management Services	$ 195,000	$ 243,444	$ 48,444
Compliance Monitoring Services	167,200	91,400	(75,800)
TOTAL INTERGOVERNMENTAL REVENUES	$ 362,200	$ 334,844	$ (27,356)
Intergovernmental Expenses			
Asset Management Services	$ (195,000)	$ (243,444)	$ (48,444)
Compliance Monitoring Services	(167,200)	(91,400)	75,800
TOTAL INTERGOVERNMENTAL EXPENSES	$ (362,200)	$ (334,844)	$ 27,356
Interest Income - Banks	-	75,000	**75,000**
TOTAL NONOPERATING REVENUES (EXPENSES)	**$ -**	**$ 75,000**	**$ 75,000**
INCREASE (DECREASE) IN NET POSITION	**$ 12,373**	**$ (640,396)**	**$ (652,769)**

REQUIRED OPERATING RESERVE			
Adopted Operating Expenditure Budget	$ 1,565,167	$ 1,763,517	**$ 198,350**
REQUIRED - 50% of Adopted Expenditure Budget	**$ 782,584**	**$ 881,759**	**$ 99,175**



Note: September 2023 is estimated based on FY 2023 remaining budget.

SAN ANTONIO HOUSING TRUST FOUNDATION, INC.

RESOLUTION F23-0929-04

A RESOLUTION APPROVING A BUDGET AMENDMENT FOR THE SAN ANTONIO HOUSING TRUST FOUNDATION, INC. FOR FISCAL YEAR 2024 TO ADDRESS OPERATING EXPENSES AMENDMENTS AND ADJUSTMENTS

WHEREAS, the San Antonio Housing Trust Foundation ("Housing Trust") presented on August 18, 2023, a preliminary FY 2024 Annual Plan and Budget; and

WHEREAS, the Housing Trust provided feedback to adjust annual priorities; and

WHEREAS, the Housing Trust made a slight reduction to the amount of funds to be awarded for non-profit affordable housing initiatives in FY 2024; and

WHEREAS, the Housing Trust has operating expenses; and

WHEREAS, after reviewing the needs of the Housing Trust operations, the Executive Director recommends a budget amendment to meet the needs of the organization for revenue and expenses; and

WHEREAS, the Finance and Audit Committee recommends approval of the recommended budget adjustment for the Housing Trust Foundation consideration and approval as noted in Exhibit A; and

WHEREAS, the Housing Trust Foundation Board of Directors finds this budget adjustment in the public interest based on the realignment of the Housing Trust Foundation for addressing operating expenses and for meeting its strategic goals and for such stated purpose as warranted and necessary.

NOW THEREFORE, BE IT RESOLVED BY THE SAN ANTONIO HOUSING TRUST FOUNDATION, INC. THAT:

Section 1. The above Recitals are true and correct and are a material part of this Resolution and are incorporated herein for all purposes.

Section 2. The Board of Directors for the San Antonio Housing Trust Foundation, Inc. does hereby approve the budget amendment as recommended by the Executive Director for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024, as indicated in Exhibit A to reflect a change in operating expenses.

Section 3. If any section, subsection, clause, phrase or provision of this Article, or any application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Article, or any application thereof to any person or circumstance,

shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Section 4. This Resolution shall be cumulative of all provisions of the Housing Trust Foundation, except where the provisions of this Resolution are in direct conflict with the provisions of such Resolution, in which event the conflicting provisions of such Resolution are hereby repealed.

Section 5. That it is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 6. This Resolution shall take effect immediately from and after its passage and the publication of the caption hereof, as provided by law.

PASSED and APPROVED this the ___day of September 2023.

SIGNED:

_____
Councilwoman Adriana Rocha Garcia
President

ATTEST:

_____
Jordan Ghawi, Secretary

San Antonio Housing Trust Foundation
Agenda Item 5

Discussion and possible action regarding the Foundation's Annual Agreement with the City.

Summary:
Each year, the SA Housing Trust Foundation contracts with the City of San Antonio to manage funds awarded by the Trust, PFC and Finance Corporation and serve as an escrow agent for assisting the City on certain housing programs. The annual agreement allows the Foundation to be the managing entity for the Trust loans and any future funding rounds for Trust Fund awards.

The City of San Antonio also requires SAHT Foundation to act as an escrow agent and vendor to quickly deploy funding for various housing programs including, advancing SAHT Foundation approximately up to $1,220,000 to continue expediting payments in support of the City's homebuying programs.

We will also require the city to provide support for the Displacement Impact Assessment should we adopt this tool for our multi-family housing efforts.

Recommendation:
Staff recommends approval of the Annual Professional Services Agreement for FY 2024 with the City of San Antonio.

Attachment:
Professional Services Agreement

_____ Amended Professional Service Agreement

This ____ Amended Professional Services Agreement ("CONTRACT") is made and entered into by and between the City of San Antonio (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its City Manager, or Assistant City Manager, pursuant to Ordinance No._____, and the San Antonio Housing Trust Foundation, Inc., (hereinafter referred to as "CONTRACTOR"), a Texas non-profit corporation, acting by and through its Executive Director, both CITY and CONTRACTOR hereinafter to be referred to as "Party" individually or "Parties" collectively.

WHEREAS, CITY annually dedicates funding to the City of San Antonio Housing Trust Foundation for the administration and staffing of the San Antonio Housing Trust, San Antonio Housing Trust Public Facilities Corporation and San Antonio Housing Trust Finance Corporation ("Trust Entities"); and

WHEREAS, the Parties have an existing contract (Original Contract) that sets out the terms and conditions of the CITY's funding for the administration and staffing of the Trust Entities which the Parties amend annually to reflect the funding allocated by the San Antonio City Council for the applicable fiscal year; and

WHEREAS, in accordance with the funding allocations approved by the San Antonio City Council for fiscal year 2024, the Parties hereby agree to amend the Original Contract to establish the terms and conditions for each Party's performance of its obligations for the administration and staffing of the Trust Entities for the upcoming fiscal year. **NOW THEREFORE:**

FOR VALUABLE CONSIDERATION, the parties hereto severally and collectively agree to the following amendments to the Original Contract.

I. TERM AND EFFECTIVE DATE

The effective date of this CONTRACT **October 1, 2023**, or when the approved Program Work Statement and Scope of Work are received by the CITY's Neighborhood and Housing Services Department, whichever occurs later ("Effective Date"), and will, subject to and upon an annual review and approval by CITY run concurrent with the beginning date of its fiscal year, automatically renew itself on an annual basis, subject to annual City Council approval and any modifications made by mutual agreement by the parties, unless earlier termination shall occur pursuant to any of the provisions hereof; provided , however, that if said annual review and approval does not take place to allow a yearly program statement and program budget to be approved concurrently with each fiscal year, than in such event, this CONTRACT will be continued on a month-to-month basis until such time as CITY completes its review.

II. CONSIDERATION

DRAFT

2.1 CITY agrees to pay, and CONTRACTOR agrees to accept funds from the CITY in the amount of **One Million, Two Hundred and Twenty-Three Thousand, Six Hundred Sixty-One and Seventeen Cents ($1,223,661.17) ("Funds").**

2.2 In exchange for CITY's payment of the Funds, CONTRACTOR, in accordance and compliance with the terms, process, and requirements of this CONTRACT, shall provide, oversee, administer and carry out all activities and services set out in **"Exhibit A"**, as amended herein, in a satisfactory and efficient manner as determined by CITY.

2.3 It is expressly understood by CONTRACTOR that this CONTRACT in no way obligates CITY's general fund monies or any other monies or credits of CITY other than as specifically referred to in **Exhibit "A",** which reflects the amended Program Statement applicable to fiscal year 2024.

III. FISCAL MANAGEMENT; AUDIT CONDITIONS AND REQUIREMENTS

3.1 CITY, a governmental entity, unlike a business for profit, is interested in determining if the agencies supported with CITY Contract funds accomplished or achieved the objectives as stipulated in their Contracts. Notwithstanding any other provision herein, all CITY funded projects and programs are subject to periodic audits at any time by CITY auditors as set forth in section 3.3.

3.2 CONTRACTOR acknowledges that records developed and maintained at the offices of the CONTRACTOR may constitute Fiscal Audit Records as defined by the Texas State Library and Archives Commission local retention schedules. As such, CONTRACTOR agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of any funds received pursuant to this CONTRACT. CONTRACTOR further agrees that:

(A) Maintenance of said records shall be in compliance with all terms, provisions and requirement s of this CONTRACT and with all applicable federal and state regulations establishing standards for financial management; and

(B) CONTRACTOR's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure.

3.3 CITY's Director of the Neighborhood and Housing Services Department, or her authorized representative, is assigned monitoring, fiscal control, and evaluation of CONTRACTOR's performance and operations under this CONTRACT. CONTRACTOR will provide CITY staff, including auditors, EEO officers and CITY-designated representatives, such as independent public accountants and representatives of the federal government, reasonable access during regular business hours, for the purpose of audit, monitoring, evaluation, coordination and investigation, to any and all CONTRACTOR's books, records and files on the programs covered by this CONTRACT and such other programs administered by CONTRACTOR with funds from any other sources, and to any and all books, records and files pertaining to CONTRACTOR's proprietary, agency, or trust funds as CITY may need and request. The audit may only be requested once per year by CITY, unless there is reasonable cause at the sole

reasonable discretion of CITY to perform more than one audit per year. CITY shall pay for the expense of any audit it requests under this paragraph; provided, however, CONTRACTOR shall reimburse CITY for the costs associated with the audit should the audit report contain material findings against CONTRACTOR. CITY shall have the authority to make excerpts, transcripts, or copies from all such books, records, and files, including all contracts, invoices, materials and other data relating to all matters covered by this CONTRACT. Documents of the San Antonio Housing Trust Finance Corporation and the San Antonio Housing Trust Public Facility Corporation will only be provided and/or copied with the consent and cooperation of these entities.

3.4 All such records must continue to be available for inspection and audit in accordance with Record Numbers GR1025-01 through GR1015-01e as these numbers apply to the document or record at issue.

3.5 CONTRACTOR agrees that during the term of this CONTRACT, any duly authorized representative of CITY may conduct on-site inspections at reasonable times, and to interview personnel and clients, for the purpose of evaluating and monitoring CONTRACTOR's operations for compliance with this CONTRACT.

3.6 The submission of falsified information or the failure to submit information as requested by CITY is grounds for termination of this CONTRACT.

3.7 An accounting system using the accrual basis of generally accepted accounting principles that accurately reflects all costs chargeable, paid and unpaid, to the project, should the project terminate the next day, is mandatory.

3.8 CONTRACTOR will establish an account in a federally insured financial institution as a depository to be used exclusively for receipt and expenditure of funds provided hereunder. All checks and withdrawals from such account shall have itemized documentation in support thereof. Such account shall be maintained in said institution with any account balance exceeding the federal deposit insurance coverage likewise collaterally secured.

3.9 CITY has a right to review the accounting system and internal controls prior to the release of funds hereunder.

3.10 CONTRACTOR shall observe sound business practices with respect to providing such bonding and insurance as would provide adequate coverage for activities under this CONTRACT.

3.11 All persons on the CONTRACTOR's Board of Directors or in the employ of CONTRACTOR who handle CITY funds received or disbursed hereunder or who sign or co-sign checks for said fund disbursement must be covered by a dishonesty and fidelity bond in the amount of One Hundred Thousand and No/100 Dollars ($100,000.00) or one- half the total contract amount, whichever is less. If a bond is required under the terms of this provision, evidence of same shall be filed with the City Clerk, and copied to the Neighborhood and Housing Services Department, within ten (10) working days following execution of this CONTRACT.

3.12 No fees may be charged to, or donations requested from participants in a CITY funded project without the prior written approval of the City Manager, or his authorized representative.

3.13 Interest income earned on the deposit of CONTRACT funds with CONTRACTOR is CITY program income. The income may be used by CONTRACTOR to pay costs directly related to the administration of the Program. CONTRACTOR is responsible for full disclosure and accountability of program income to CITY. CONTRACTOR will account to CITY for its administration of the receipt of Funds provided to CONTRACTOR under this agreement as well as all Trust funds used for Trust assistance, the performance of Trust projects, and the administrative operation of the City of San Antonio Housing Trust. A statement of expenditures and revenues may be requested by CITY in a format as may be prescribed by CITY; the statement is subject to audit verification. Failure to report program income within 30 days of the request is grounds for suspension, cancellation, or termination of this CONTRACT.

3.14 CONTRACTOR shall defend, hold harmless, and indemnify CITY, its officers and employees against any and all suits, actions, legal proceedings, claims, demands, damages, penalties, costs, expenses and attorney's fees arising out of infringement of copyright on any work used in any way in connection with this CONTRACT and its programs.

3.15 Upon completion or termination of this CONTRACT, and related projects, any unused funds, rebates, or credits must immediately be returned to CITY.

3.16 CONTRACTOR shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this CONTRACT, and CITY may withhold funds otherwise due as damages.

3.17 Within ten (10) days of retention, CONTRACTOR shall provide written notice, including the name and contact information, to CITY of the retention of any subcontract for professional or other services. Any said subcontract for professional services shall require that the said professional both be licensed to practice her profession in the State of Texas and maintain a policy of liability insurance to indemnify, save harmless, and defend both CONTRACTOR and CITY from any claims arising from any acts or omissions of said Professional or said Professional 's agents. CITY shall not be obligated to any third parties, including any subcontractors of CONTRACTOR.

DRAFT

3.18 If any expense or charge made by CONTRACTOR is subsequently disapproved or disallowed as a result of any site review or audit, CONTRACTOR will promptly refund such amount, from non-CITY funds, to CITY. CONTRACTOR authorizes CITY to deduct such amount or charge as a claim against future payment. If such audit is performed by CITY and said audit disapproves any expense or charge by CONTRACTOR, all documents supporting such disapproval shall be provided to CONTRACTOR. CONTRACTOR shall have fifteen (15) days from the receipt of the documents to dispute such disallowance or disapproval. After receiving any dispute by CONRACTOR to the disapproval or disallowance the City Manager has sole absolute discretion to deduct such claim from future Contract awards.

3.19 CONTRACTOR acknowledges that if CONTRACTOR receives funds in excess of Twenty- five Thousand and No/ l00 Dollars ($25,000.00) annually from CITY, CONTRACTOR is required to furnish CITY Finance Director or Director of the assigned "Responsible Department," a certified audit, at CONTRACTOR's expense, within ninety (90) days of the close of the accounting period or termination of the Contract. The audit must include, at a minimum, the following:

(A) Copy of Management Letter;

(B) Financial/Compliance Date: Receipts and disbursement of CITY funds budgeted by cost category;

(C) All Federal and State Grant funds must be audited in accordance with specific grant audit guidelines.

(D) Audits must show whether any unused funds, rebates or credits collected by CONTRACTOR, were returned to CITY within sixty (60) days after close of the accounting period or termination of Contract.

3.20 CONTRACTOR understands and agrees to abide by and adhere to applicable federal, state, and CITY provisions.

IV. SPECIAL PROVISIONS

4.1 CONTRACTOR, at the CITY's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the CITY remains unresolved.

DRAFT

V. EQUAL OPPORTUNITY-NON-DISCRIMINATION CLAUSE

5.1 CONTRACTOR shall comply with the Non- discrimination Clause and Affirmative Action Plan as follows:

(A) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age, disability, or political affiliation. CONTRACTOR will 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, disability, or political belief or affiliation. Such action must include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment adve1tising, layoffs or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(B) CONTRACTOR agrees to 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 Non-discrimination Clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive fair consideration for employment without regard to race, color, national origin, religion, sex, age disability, or political belief or affiliation. CONTRACTOR will notify each labor union or representative of workers, with which it may have a collective bargaining agreement or other contract understanding, the CONTRACTOR is bound by the terms of this CONTRACT and this Non- discrimination Clause.

(C) CONTRACTOR agrees to affirmatively abide by and cooperate in the implementation of the policies and practices set forth in this Non-discrimination Clause, and any additional policies as may be required as a result of local, state or federal initiatives. CONTRACTOR will furnish all information and reports as reasonably requested by CITY and will permit access to all books, records, and accounts for purpose of review and investigation to ascertain compliance with such rules and regulations.

5.2 In the event of CONTRACTOR's failure or refusal to comply with this Non-discrimination Clause, this CONTRACT may be canceled, terminated, or suspended in whole or in part, and CONTRACTOR may be debarred from further contracts with CITY.

5.3 Contractors, excluding certain vendors, doing business with CITY, must submit an Affirmative Action Plan to the Equal Employment Opportunity Office. The Format of the Affirmative Action Plan will be designated by the EEO Office that is required to evaluate the plan and provide technical assistance.

5.4 CONTRACTOR agrees to implement its Affirmative Action Plan as approved by the Office of Equal Employment Opportunity, which will monitor and evaluate compliance with this section.

DRAFT

5.5 If CONTRACTOR does not adopt an Affirmative Action Plan that meets the requirements of this section, CONTRACTOR shall comply with CITY's policies to the same extent as if CITY's policies had been adopted by CONTRACTOR.

5.6 At the end of sixty (60) days from the date of execution of this CONTRACT, the failure of CONTRACTOR to have an Affirmative Action Plan on file with the Office of Equal Employment Opportunity, approved by CITY's ce1tifying officer, may constitute grounds for immediate cancellation, termination, or suspension, in whole or in part of this CONTRACT. Such action may also result in CONTRACTOR being debarred from further contracts with CITY.

VI. OTHER PROVISIONS TO REMAIN IN EFFECT

6.1 All other provisions of the most recent amended Professional Services Agreement executed by the Parties governing Administration and Staffing for the Trust Entities not amended herein shall remain in full force and effect.

EXECUTED and AGREED TO BY:

CITY OF SAN ANTONIO,
A Texas Municipal Corporation

_____
Lori Houston
Assistant City Manager

SAN ANTONIO HOUSING TRUST FOUNDATION, INC.
A Texas Nonprofit Corporation

_____
Pedro Alanis
Executive Director

APPROVED AS TO FORM:

_____
Jameene Yvonne Williams
Assistant City Attorney

ATTACHMENTS:
Exhibit "A" – Amended Program Work Statement and Scope of Work

DRAFT

EXHIBIT "A"

FY 2024 Program Work Statement and Scope of Work

The San Antonio Housing Trust Foundation, Inc. is a private not-for-profit Texas corporation, created by the San Antonio Housing Trust Board of Trustees to perform the following functions: Ensure the day-to-day operations of the San Antonio Housing Trust Foundation are managed. Provide staff and administrative support to the San Antonio Housing Trust Board of Trustees.

Conduct the regular and special funding rounds of the San Antonio Housing Trust, as directed by the Board of Trustees.

Act as disbursement agent for awards of Trust assistance recommended by the Board of Trustees. Monitor compliance of contracts and awards from the Housing Trust.

Provide recommendations for sources of revenue or for expenditure of non-reserve Trust funds to either fund housing efforts, meet administrative needs, or grow the corpus of the Housing Trust.

The Foundation shall act as an escrow agent and vendor to expedite cash payments as directed by the City in support of the City's homebuying programs up to $1,223,661.17, to include the Annual SHIP events and BAHN (Day of the Living Dead) Volunteer Event. The City shall provide an advance of funds from non-Trust funding sources, if not authorized by the Trust or Foundation. The Foundation shall not utilize the funds advanced by the City under this CONTRACT to cover its operating or other Trust related funds for this purpose.

The Foundation will participate in implementation meetings regarding the Strategic Housing Implementation Plan and provide timely provision of housing production data as requested by City of San Antonio staff.

Funding Plan:

$1,220,000: HIP 80, HIP 120, FRHAP, HOPE
$3,000: SHIP Event
$661.17: BAHN (Green and Healthy Homes Day of the Living Dead) event

Total funding - $1,223,661.17

City of San Antonio:

City of San Antonio shall provide staff support for Displacement Impact Analysis to CONTRACTOR.

DRAFT

San Antonio Housing Trust Foundation
Agenda Item 6

Discussion and possible action to releasing the RFP for use of the McIlvaine Farmhouse.

Summary:
SAHT owns an office building located at 2515 Blanco Road, San Antonio, Texas 78212 also known as the "McIlvaine Farmhouse" (1891). In 2001, the SAHT relocated the McIlvaine Farmhouse to its current address. In 2004, the SAHT renovated the farmhouse for its executive offices. SAHT will be relocating its headquarters on November 6, 2023. Staff is seeking to release a RFP to provide available office space to local non-profit organizations for a purpose that aligns with both our mission and the City of San Antonio's Strategic Housing Implementation Plan. SAHT is seeking proposals that describe the Respondent's mission and community need along with a feasible plan to preserve or adaptively reuse the property to meet that need.

1. **Organizational History:** Provide a detailed history and description of the organization including type of operation, type of tenant improvement. Company brochure, annual report, photographs of existing office locations, or similar material, if available.

2. **Proposed Use**: Provide a detailed description of the type of operation you propose including hours of operation and services. If possible, please include a proposed design rendering and/or floor plan illustrating your concept. Please also include the length of the term for the proposed operation.

3. **Improvements:** Describe the plan and approach to preserving, renovating, adapting, and/or maintaining the McIlvaine Farmhouse to support the intended use as well as the timeframe for making those improvements.

4. **Financial Capability:** Present evidence that the Respondent has the financial capability to carry out the proposed operational and improvement commitment. Identify the specific financial resources and funding/lending commitments to carry out the proposed plan.

Criteria	Points
Organizational Capacity and Proposed Use	50
Improvement & Maintenance Plan	25
Financial Capacity	25
TOTAL	**100**

Milestone	Date/Time
RFP Release Date	October 2, 2023
Open House Walk Through	October 20, 2023
Pre-Submittal Conference	October 26, 2023
Final Questions Accepted	November 17, 2023
Proposals Due	November 30, 2023, at 4:00pm
Anticipated Board Action	Mid-January 2024

Recommendation:
Release the Request For Proposals for use of the McIlvaine Farmhouse.