

AN ORDINANCE 2006-06-29-0806

**AUTHORIZING THE EXECUTION OF TWO HOUSING ASSISTANCE PAYMENT CONTRACTS WITH THE SAN ANTONIO HOUSING AUTHORITY FOR THE CITY TO RECEIVE FUNDS FOR THE CONTINUATION OF THE RENTAL SUBSIDY PROGRAM FOR SINGLE ROOM OCCUPANCY UNITS AT THE DWYER AVENUE CENTER FOR THE PERIOD ENDING SEPTEMBER 16, 2007.**

\* \* \* \* \*

**WHEREAS**, the Dwyer Avenue Center (Dwyer), which is owned by the City of San Antonio (City) provides an array of supportive services to homeless singles in the City; and

**WHEREAS**, the San Antonio Housing Authority (SAHA) provides the City with funding for rental subsidies for the Single Room Occupancy (SRO) units at the Dwyer, and there are a total of 88 SRO units at the Dwyer; and

**WHEREAS**, in an effort to continue the collaborative relationship between the City and SAHA to support homeless singles, SAHA has offered the City two one-year contracts for housing assistance payment through September 16, 2007; and

**WHEREAS**, it is necessary to authorize the execution of two contracts with SAHA; **NOW THEREFORE:**

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

**SECTION 1.** The City Manager, or her designee, or the Director of the Department of Community Initiatives, is authorized to execute two Housing Assistance Payment (HAP) contracts with the San Antonio Housing Authority (SAHA) for the continuation of the rental subsidy program for Single Room Occupancy (SRO) units at the Dwyer Avenue Center (Dwyer) for the period September 17, 2005 to September 16, 2006 in the amount of \$322,080.00, and for the period September 17, 2006 to September 16, 2007 in the amount of \$335,438.00. The two HAP contracts with SAHA are attached hereto and incorporated herein for all purposes as Attachment I and Attachment II.

**SECTION 2.** Rental Payments made by residents, as well as subsidies from SAHA, will be deposited into Fund 29612000 entitled "Dwyer Center Rental Income Trust" and Internal Order 238000000041 entitled "S.R.O. Rental Income Dwyer Avenue" General Ledger No. 4502230 entitled "Grant Program Income Operating".

**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the

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06/29/06  
Item # 85

City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 4.** This ordinance shall be effective on and after July 9, 2006.

PASSED AND APPROVED this 29th day of June, 2006.



M A Y O R

**PHIL HARDBERGER**

ATTEST

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
for City Attorney

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
Office of Community Planning and Development

SECTION 8 MODERATE REHABILITATION  
SINGLE ROOM OCCUPANCY PROGRAM  
FOR HOMELESS INDIVIDUALS

RENEWAL OF HAP CONTRACT

1. BACKGROUND

Previously, the PHA entered into a HAP contract with the owner under the Section 8 Moderate Rehabilitation Single Room Occupancy (SRO) Program for Homeless Individuals. The HAP contract provided for Section 8 housing assistance payments by the PHA to the owner. The HAP contract identified covered contract units and specified the term of the HAP contract for such units.

The term of the HAP contract expires on 09/16/06. Under section 524(a)(1) of the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1998 (Public Law 105-65, 111 Stat. 1344, approved October 27, 1997), (1998 Act), HUD is authorized to renew expiring Section 8 SRO contracts. This renewal contract is entered in accordance with section 524(a)(1).

The contract renewal shall be for a term of one year and shall commence on the day after the HAP contract expires. The commencement date is specified in the "contract information" attached as an exhibit to this renewal contract.

(For HAP contracts that expire in stages, the term of the one year renewal for each stage commences on the day after expiration of the HAP contract for each stage. The exhibit of contract information separately specifies the commencement date for renewal of each HAP contract stage expiring in federal fiscal year 1998, and identifies the number of units, number of bedrooms, and contract rent of the contract units included in each stage.)

2. DEFINITIONS

Commencement date. The beginning of the one year renewal term. (The commencement date is specified in the contract information exhibit.)

Contract information. An exhibit attached to and made a part of this renewal contract. The exhibit specifies the amount of budget authority, commencement date of the renewal term, number of units, number of bedrooms and contract rent.

Contract units. The units covered by this renewal contract.

HAP contract. Section 8 Housing Assistance Payments Contract.

HUD. The U.S. Department of Housing and Urban Development.

One year. 365 days.

PHA. Public Housing Agency (also called a "housing agency" or "HA").

Public Housing Agency (PHA). The agency that has entered this renewal contract with the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

3. TERM OF RENEWAL

The expiring HAP contract is renewed for a period of one year (365 days) beginning on the commencement date. (For HAP contracts that expire in stages, the contract information exhibit separately specifies the commencement date for the one year renewal term of each stage.)

4. CONTRACT RENT

During the renewal term, the monthly contract rents for the contract units described in the exhibit of contract information shall be the amounts specified in the exhibit. The owner shall not receive any other payment or compensation for rental of the units.

Notwithstanding the amounts of the contract rents specified in the exhibit of contract information, contract rents shall in no event exceed the rent levels permitted by section 524(a)(1) and 24 CFR 402.4. Such rent levels shall be calculated in accordance with HUD instructions.

During the renewal term, the following provisions of the expiring HAP contract do not apply:

- a. Provisions concerning annual and special adjustments of contract rent.
- b. Provisions concerning base rent.

If the renewal term commences on a date other than the first day of a calendar month, or ends on a date other than the last day of a calendar month, contract rent shall be pro-rated.

5. RENEWAL OF OTHER TERMS

Except as provided in section 4 of this renewal contract, all terms of the expiring HAP contract are renewed.

6. MAXIMUM PAYMENT

Notwithstanding any other provision of the expiring HAP contract or this renewal contract, aggregate payments by the PHA to the owner under this renewal contract shall in no event exceed the amount of budget authority specified in the exhibit of contract information.

(For a HAP contract renewed in stages, aggregate payments for all stages under this renewal contract, shall in no event exceed such amount.)

7. OWNER RESPONSIBILITY

Physical condition standards. The owner warrants that the contract units comply with HUD's physical condition standards for housing that is decent, safe and sanitary and in good repair, and will so comply at all times during the term of this renewal contract.

Conditions for housing assistance payments. Unless the owner complies with the HAP contract and this renewal contract, the owner does not have a right to receive housing assistance payments.

8. EXCLUSION OF THIRD PARTY RIGHTS

The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract or renewal contract, or as a result of any other action or failure to act by the owner.

The owner is not the agent of the PHA, and the HAP contract or renewal contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner.

Nothing in the HAP contract or renewal contract shall be construed as creating any right of an assisted family or other third party (other than HUD) to enforce any provision of the HAP contract or renewal contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract or renewal contract.

9. NOTICE

In accordance with section 8(c)(8)(A) of the United States Housing Act of 1937, as amended, the owner shall provide, at a minimum, a one year written notice to the PHA, HUD and each assisted individual about the termination of this contract. The term "termination" means the expiration of the contract or an owner's refusal to renew the contract. The notice shall comply with HUD regulations and other requirements, including any amendments or changes in the law or HUD requirements.

If the owner fails to provide this notice in accordance with HUD requirements, HUD may require that the owner permit each assisted individual to remain in its unit for the full notice period without increasing the tenant portion of the rent under the expiring contract.

Signatures:

PUBLIC HOUSING AGENCY

SAN ANTONIO HOUSING AUTHORITY

Print Name of PHA

By:

Signature

DEBORAH A FLACH, VICE PRESIDENT OF ASSISTED HOUSING PROGRAM

Print Name and Title of Signatory

Date



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**CONTRACT INFORMATION**

Contract Number: TX006 MR 0004  
Project Name: THE DWYER CENTER

Address: 307 DWYER  
City and State: SAN ANTONIO, TEXAS 78204

Budget authority amount **\$ 322,080.00**

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Commencement date: 9/17/05

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<u>Number of Units</u>	<u>Number of Bedrooms</u>	<u>Contract Rent (Per month)</u>
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**88 UNITS X 12 MONTHS \$305.00**

## RENT CALCULATION WORKSHEET

**A. Budget Based Rent:**

Owner Name: City of San Antonio Property Address: 307 Dwyer Avenue  
San Antonio, Texas 78204

Total Number of Units in Property: 104 Number of Assisted Units: 88

Reviewer: \_\_\_\_\_ Date \_\_\_\_\_

Approved By: \_\_\_\_\_ Date \_\_\_\_\_

Current Contract Rent: 292 Field Office Code\*: \_\_\_\_\_

\*To be filled out by field office

<u>Unusual Expenses (PUM)</u>	<u>Requested Expenses</u>	<u>Approved Expenses</u>
1. Utilities Paid by Owner (not covered by Regulated rates or compensated by the AAF/SA)	<u>\$63.51</u>	_____
2. Property Debt Service	_____	_____
3. Rehab Debt Service	_____	_____
4. Real Property Taxes (not compensated for by AAF/SA)	_____	_____
5. Taxes	_____	_____
6. Management and Routine Maintenance	<u>\$293.41</u>	_____
7. Insurance	<u>\$3.81</u>	_____
8. Reserve for Replacement (10% of lines 6-8 or attached calculation)	_____	_____
<input checked="" type="checkbox"/> <b>Total Budget Based Rent Requested</b>	<u>\$360.73</u>	<u>\$0.00</u>

OR

**B. Existing Rent-OCAF: Must use current published OCAF's**

Current Rent: SRO 292 X OCAF 4.50% = \$ \$13.14 Rent: \$305.14

**C. Comparable Rent:**

Must include rent reasonableness documentation if requesting renewal under Section C.

Owner Signature *Cherise...* Date May 2/05

PHA Signature \_\_\_\_\_ Date \_\_\_\_\_

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
Office of Community Planning and Development

SECTION 8 MODERATE REHABILITATION  
SINGLE ROOM OCCUPANCY PROGRAM  
FOR HOMELESS INDIVIDUALS

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The term of the HAP contract expires on 9/16/07. Under section 524(a)(1) of the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1998 (Public Law 105-65, 111 Stat. 1344, approved October 27, 1997) (1998 Act), HUD is authorized to renew expiring Section 8 SRO contracts. This renewal contract is entered in accordance with section 524(a)(1).

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2. **DEFINITIONS**

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HAP contract. Section 8 Housing Assistance Payments Contract.

HUD. The U.S. Department of Housing and Urban Development.

One year. 365 days.

PHA. Public Housing Agency (also called a "housing agency" or "HA").

Public Housing Agency (PHA). The agency that has entered this renewal contract with the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

3. **TERM OF RENEWAL**

The expiring HAP contract is renewed for a period of one year (365 days) beginning on the commencement date. (For HAP contracts that expire in stages, the contract information exhibit separately specifies the commencement date for the one year renewal term of each stage.)

4. **CONTRACT RENT**

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Notwithstanding the amounts of the contract rents specified in the exhibit of contract information, contract rents shall in no event exceed the rent levels permitted by section 524(a)(1) and 24 CFR 402.4. Such rent levels shall be calculated in accordance with HUD instructions.

During the renewal term, the following provisions of the expiring HAP contract do not apply:

- a. Provisions concerning annual and special adjustments of contract rent.
- b. Provisions concerning base rent.

If the renewal term commences on a date other than the first day of a calendar month, or ends on a date other than the last day of a calendar month, contract rent shall be prorated.

5. **RENEWAL OF OTHER TERMS**

Except as provided in section 4 of this renewal contract, all terms of the expiring HAP contract are renewed.

6. **MAXIMUM PAYMENT**

Notwithstanding any other provision of the expiring HAP contract or this renewal contract, aggregate payments by the PHA to the owner under this renewal contract shall in no event exceed the amount of budget authority specified in the exhibit of contract information.

(For a HAP contract renewed in stages, aggregate payments for all stages under this renewal contract, shall in no event exceed such amount.)

7. **OWNER RESPONSIBILITY**

Physical condition standards. The owner warrants that the contract units comply with HUD's physical condition standards for housing that is decent, safe and sanitary and in good repair, and will so comply at all times during the term of this renewal contract.

Conditions for housing assistance payments. Unless the owner complies with the HAP contract and this renewal contract, the owner does not have a right to receive housing assistance payments.

8. **EXCLUSION OF THIRD PARTY RIGHTS**

The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract or renewal contract, or as a result of any other action or failure to act by the owner.

The owner is not the agent of the PHA, and the HAP contract or renewal contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner.

Nothing in the HAP contract or renewal contract shall be construed as creating any right of an assisted family or other third party (other than HUD) to enforce any provision of the HAP contract or renewal contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract or renewal contract.

9. **NOTICE**

In accordance with section 8(c)(8)(A) of the United States Housing Act of 1937, as amended, the owner shall provide, at a minimum, a one year written notice to the PHA, HUD and each assisted individual about the termination of this contract. The term "termination" means the expiration of the contract or an owner's refusal to renew the contract. The notice shall comply with HUD regulations and other requirements, including any amendments or changes in the law or HUD requirements.

If the owner fails to provide this notice in accordance with HUD requirements, HUD may require that the owner permit each assisted individual to remain in its unit for the full notice period without increasing the tenant portion of the rent under the expiring contract.

Signatures:

**PUBLIC HOUSING AGENCY**

SAN ANTONIO HOUSING AUTHORITY

\_\_\_\_\_  
Print Name of PHA

By:

\_\_\_\_\_  
Signature

DEBORAH A FLACH, VICE PRESIDENT OF ASSISTED HOUSING PROGRAM

\_\_\_\_\_  
Print Name and Title of Signatory

\_\_\_\_\_  
Date

OWNER

THE CITY OF SAN ANTONIO (THE DWYER CENTER)

Print Name of Owner

By:

Signature

Print Name and Title of Signatory

Date

Approved As to Form:

Kenneth Bunker

for City Attorney

CONTRACT INFORMATION

Contract Number: TX006 MR 0004

Project name: THE DWYER CENTER

Address: 307 DWYER

City and State: SAN ANTONIO, TEXAS 78204

Budget authority amount: \$ 335,808.00

Commencement date: 9/17/06

Number of Units	Contract Rent (per month)
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88 UNITS @ \$318.00 X 12 MOS = \$335,808.00

## RENT CALCULATION WORKSHEET

**A. Budget Based Rent:**

Owner Name: City of San Antonio Property Address: 307 Dwyer Avenue  
San Antonio, Texas 78204

Total Number of Units in Property: 104 Number of Assisted Units: 88

Reviewer: \_\_\_\_\_ Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Current Contract Rent: 305.14 Field Office Code\*: \_\_\_\_\_

\*To be filled out by field office

<u>Unusual Expenses (PUM)</u>	<u>Requested Expenses</u>	<u>Approved Expenses</u>
1. Utilities Paid by Owner (not covered by Regulated rates or compensated by the	<u>\$76.51</u>	_____
2. Property Debt Service	_____	_____
3. Rehab Debt Service	_____	_____
4. Real Property Taxes (not compensated for by AAF/SA)	_____	_____
5. Taxes	_____	_____
6. Management and Routine Maintenance	<u>\$328.95</u>	_____
7. Insurance	<u>\$3.37</u>	_____
8. Reserve for Replacement (10% of lines 6-8 or attached calculation)	_____	_____
<input checked="" type="checkbox"/> <b>Total Budget Based Rent Requested</b>	<u>\$408.83</u>	<u>\$0.00</u>

OR

**B. Existing Rent-OCAF: Must use current published OCAF's**

Current Rent: SRO 305.14 X OCAF 4.10% = \$ \$12.51 Rent: \$317.65

**C. Comparable Rent:**

Must include rent reasonableness documentation if requesting renewal under Section C.

Owner Signature *James A. Williams for CPA* Date 6/19/06

PHA Signature \_\_\_\_\_ Date \_\_\_\_\_