



Mayor Javier Villalobos
Mayor Pro Tem/Commissioner Joaquin Zamora
Commissioner Tony Aguirre, Jr.
Commissioner J. Omar Quintanilla

Commissioner Rodolfo "Rudy" Castillo
Commissioner Victor "Seby" Haddad
Commissioner Pepe Cabeza de Vaca
City Manager Roel "Roy" Rodriguez, P.E.

**NOTICE OF MEETING TO BE HELD BY THE
MCALLEN HOUSING FINANCE CORPORATION
WEDNESDAY, JANUARY 25, 2023 – 11:30 AM
MCALLEN CITY HALL
CITY MANAGER'S CONFERENCE ROOM - 2ND FLOOR
1300 HOUSTON AVE.
MCALLEN, TEXAS 78501**

AGENDA

The McAllen Housing Finance Corporation may retire to Executive Session at any time during the course of this meeting under Texas Government Code 551.071(2) to confer with its legal counsel on any subject matter on this agenda in which the duty of the attorney to the McAllen Housing Finance Corporation under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code. Further, at any time during the course of this meeting, the McAllen Housing Finance Corporation may retire to Executive Session to deliberate on any subject matter slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code.

CALL TO ORDER

1. Approval of minutes for the meeting held November 3, 2021.
2. Consideration and Possible Action on loan term extension request for Affordable Homes of South Texas Inc.

ADJOURNMENT

IF ANY ACCOMMODATION FOR A DISABILITY IS REQUIRED (OR INTERPRETERS FOR THE DEAF), NOTIFY THE CITY SECRETARY'S DEPARTMENT AT 681-1020 FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING DATE. WITH REGARD TO ANY ITEM, THE BOARD OF COMMISSIONERS MAY TAKE VARIOUS ACTIONS INCLUDING BUT NOT LIMITED TO RESCHEDULING AN ITEM IN ITS ENTIRETY FOR A FUTURE DATE OR TIME.

C E R T I F I C A T I O N

I, the Undersigned Authority, do hereby certify that the attached agenda of the meeting of the McAllen Board of Commissioners is a true and correct copy and that I posted a true and correct copy of said notice on the bulletin board in the Municipal Building, a place convenient and readily accessible to the general public at all times, and said Notice was posted on January 20, 2023 at 10:00 am and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

/s/

Perla Lara, TRMC/CMC, CPM
City Secretary

**MCALLEN HOUSING FINANCE CORPORATION
NOVEMBER 3, 2021**

A meeting of the McAllen Housing Finance Corporation was held November 3, 2021, at 12:00 pm at the Conference Room - 2nd Floor with the following present:

Mark Murray	Member
Brad Benter	Member
Johnny Arguelles	Member
Hiram Burguete	Member
Victor “Seby” Haddad	City Commissioner
Perla Lara	Corporation Secretary
Michelle Rivera	Assistant City Manager

Absent:	Lorena Castillo	Member
	Robby Valadez	Member

CALL TO ORDER

Ms. Rivera called the meeting to order.

1) ELECTION OF OFFICERS:

Nominations made as follows: Chair – Johnny Arguelles and Vice Chair - Gilbert Maldonado.

Mr. Benter moved to accept nominations as presented and seconded by Mr. Burguete. The motion carried unanimously by those present.

2) APPROVAL OF MINUTES FOR MEETING HELD SEPTEMBER 27, 2019.

Staff presented minutes of meeting held September 27, 2019. Mr. Benter motioned to approve minutes as presented and seconded by Mr. Burguete. The motion carried unanimously by those present.

3) REPORT ON \$100,000.00 GRANT PROVIDED TO HABITAT FOR HUMANITY OF THE RGV.

Staff provided report on \$100,000.00 grant on Habitat for Humanity. Discussion ensued. Comments and concerns were shared by members. Staff answered questions.

4) CONSIDERATION AND POSSIBLE ACTION ON \$100,000.00 LOAN REQUEST FOR AFFORDABLE HOMES OF SOUTH TEXAS, INC.

Staff presented for consideration request on \$100,000.00 loan request for Affordable Homes of South Texas, Inc.

After due consideration, Mr. Burguete motioned to approve the loan as requested for the property at 520 S. 16th street and seconded by Mr. Burguete. The motion carried unanimously by those present.

ADJOURNMENT

Without objection the meeting adjourned at 1:00 p.m.

ATTEST:

Johnny Arguelles, Chairman

Perla Lara
Corporation Secretary

McAllen Housing Finance Corporation
Balance Sheet - Unaudited
As of September 30, 2022

<u>Assets</u>		FY 2022
Cash		\$ 137,678
Receivables-Loan		250,000
Total Assets		<u>\$ 387,678</u>
<u>Liabilities</u>		
Payables		\$ -
Total Liabilities		<u>\$ -</u>
<u>Fund Balance</u>		
Fund Balance		<u>387,678</u>
Total Liabilities and Fund Balance		<u>\$ 387,678</u>

McAllen Housing Finance Corporation
Statement of Revenues, Expenditures, and Changes in Fund Balances - Unaudited
For the Month September 30, 2022

<u>Revenues</u>	Year to Date Actuals
Interest Income	\$ 7,500
	<u>\$ 7,500</u>

<u>Expenditures</u>	Year to Date Actuals
Operating Expenditures	\$ -
	<u>\$ -</u>

Revenues over Expenditures	<u>\$ 7,500</u>
-----------------------------------	-----------------

Beginning Fund Balance	<u>380,178</u>
-------------------------------	----------------

Ending Fund Balance	<u><u>\$ 387,678</u></u>
----------------------------	--------------------------

Unsecured Note

Date: January 31, 2017

Maker: Affordable Homes of South Texas, Inc.

Maker's Mailing Address:

1420 Erie Avenue
McAllen, Texas 78501
Hidalgo County

Payee: McAllen Housing Finance Corporation

Place for Payment:

1300 W. Houston Avenue
McAllen, Texas 78501
Hidalgo County

Principal Amount: \$250,000.00

Annual Interest Rate: 3%

Maturity Date: January 31, 2023

Annual Interest Rate on Matured, Unpaid Amounts: 3%

Terms of Payment (principal and interest): Interest is payable in semi-annual installments at a rate of 3% per annum with the first installment payable on July 31, 2017. The principal and any accrued interest is payable on the maturity date.

Promise to Pay

Maker promises to pay to the order of Payee the principal amount plus interest at the annual interest rate. This note is payable at the place for payment and according to the terms of payment. All unpaid amounts shall be due by the maturity date. If any amount is not paid either when due under the terms of payment or on acceleration of maturity, Maker promises to pay any unpaid amount plus interest from the date the payment was due to the date of payment at the

annual interest rate on matured, unpaid amounts.

Prepayment Clause

Maker may prepay this note in any amount at any time before the maturity date without penalty or premium. Prepayments will be applied to installments on the last maturing principal, and interest on that prepaid principal will immediately cease to accrue.

Defaults and Remedies

If Maker defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note, Payee may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due and may exercise all other rights and remedies available at law or in equity.

Waivers

Maker and each surety, endorser, and guarantor waive, to the extent permitted by law, all (1) demand for payment, (2) presentation for payment, (3) notice of intention to accelerate maturity, (4) notice of acceleration of maturity, (5) protests, and (6) notice of protest.

Attorney's Fees

Maker also promises to pay reasonable attorney's fees and court and other costs if this note is placed in the hands of an attorney to collect or enforce this note. These expenses will bear interest from the date of advance at the annual interest rate on matured, unpaid amounts. Maker will pay Payee these expenses and interest on demand at the place for payment. These expenses and interest will become a part of the debt evidenced by the note and will be secured by any security for payment.

Usury Savings

Interest on the debt evidenced by this note will not exceed the maximum rate or amount

of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal amount or, if the principal amount has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the principal amount or, if the principal amount of the debt has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

Other Clauses

Each Maker is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.



Affordable Homes of South Texas, Inc., Maker
By: Robert A. Calvillo, Executive Director
1420 Erie Avenue
McAllen, Texas 78501

PREPARED IN THE OFFICE OF:

City Attorney's Office
City of McAllen, Texas
P.O. Box 220
1300 West Houston Ave
MCALLEN, TX 78505-0220
Tel: (956) 681-1090