A Regular Board Meeting for: SAN ANTONIO HOUSING TRUST FOUNDATION will be held at the San Antonio Food Bank 5200 Enrique M Barrera Pkwy, San Antonio, TX 78227 and virtually via ZOOM:

https://us02web.zoom.us/j/88232572570?pwd=TIBrR1NuKzRweXQxRGxBaldmTDZIUT09 DIAL-IN NUMBER: 1-346-248-7799 MEETING ID: 882 3257 2570 PASSWORD: 717630 On Wednesday, March 23, 2022, beginning at 5:30 p.m.

NOTICE: A quorum of the board of directors will be physically located at 5200 Enrique M Barrera Pkwy, San Antonio, TX 78227at 5:30 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 February 15, 2022
- **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 to approve and authorize Executive Director to execute a loan modification for the Alamo Community Group Thompson Place Apartments.
- 5. Adjournment

<u>Executive Session</u>. 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

<u>Attendance by Other Elected or Appointed Officials</u>: 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 accommodations 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 February 15, 2022, meeting.

MINUTES

DATE: Tuesday, February 15, 2022

TIME AND PLACE: The San Antonio Housing Trust Foundation met in session at 4:59 p.m., via Zoom and in person at 100 Military Plaza, San Antonio, Texas 78205.

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

ABSENT: None

STAFF/VISITORS PRESENT:

Pedro Alanis- Executive Director San Antonio Housing Trust Public Facility Corporation; Nicole Collazo- Director of Operations San Antonio Housing Trust Public Facility Corporation; Lauren Bejaran- Sr. Administrative Assistant San Antonio Housing Trust Public Facility; Edward Muniga- D4; Ileana Sandoval- D9; Maria Lina- SEFLA Interpreter, Summer Greathouse- Attorney Bracewell, Jim Plummer- Bond Counsel Bracewell, Clarissa M. Rodriguez- Attorney DNRBZ;

1. CALL TO ORDER AND ROLL CALL: The meeting was called to order by Councilwoman Dr. Adriana Rocha Garcia and the roll was called by Nicole Collazo.

2. APPROVAL OF BOARD MEETING MINUTES FOR SEPTEMBER 23, 2021.

Councilman Courage motioned, and Eric Cooper seconded the minutes of September 23, 2021, were read and approved as corrected.

AYES: 11 NAYS: 0 ABSTAINED:

THE MOTION PASSED.

3. CITIZENS TO BE HEARD-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.

NONE. NO ACTION WAS TAKEN.

4. DISCUSSION AND POSSIBLE ACTION FOR ELECTION OF OFFICERS.

Pete recommended to keep the same slate of officers as stated from the previous "Trust" meeting.

MINUTES COMMISSION ACTION:

Eric Cooper motioned, and Councilman John Courage seconded to approve same slate of officers and elect Councilwoman Adriana Rocha Garcia for President, Jane Paccione for Vice President, and Jordan Ghawi for Secretary for the San Antonio Housing Trust Foundation.

Councilman Jalen McKee-Rodriguez motioned, and Councilwoman Adriana Rocha Garcia seconded to appoint Councilman John Courage for Treasurer for the San Antonio Housing Trust Foundation.

AYES: 10 NAYS: 0 ABSTAINED: 1- Councilman John Courage

THE MOTION PASSED.

5. DISCUSSION AND POSSIBLE ACTION TO APPOINT COMMITTEE ASSIGNMENTS.

President Adriana Rocha Garcia declared Eric Cooper, Mark Carmona, Councilman McKee-Rodriguez, and Councilwoman Viagran, to the Governance and Policy Committee.

President Rocha Garcia declared Toni Brumfield, Jordan Ghawi, Marinella Murillo, Councilman Courage, and Councilwoman Viagran to the Finance and Audit Committee.

President Rocha Garcia declared Jane Paccione, Councilwoman Teri Castillo, and Rachell Hathaway to the Universal Design Committee.

6. DISCUSSION AND POSSIBLE ACTION FOR APPOINTMENT AND ENGAGEMENT OF A GENERAL COUNSEL.

Pete Alanis briefed on this item on the previous Trust meeting regarding recommendation to select Denton Navarro Rocha Bernal & Zech as General Counsel for all SAHT entities.

MINUTES COMMISSION ACTION:

Jordan Ghawi motioned and seconded by Marinella Murillo to approve the Evaluation Committee's recommendation to appoint Clarissa Rodriguez from Denton Navarro Rocha Bernal & Zech for General Counsel for the San Antonio Housing Trust Foundation.

AYES: 11 NAYS: 0 ABSTAINED:

THE MOTION PASSED.

7. DISCUSSION AND POSSIBLE ACTION TO ADOPT A "CONFLICT-OF-INTEREST" POLICY.

Pete Alanis briefed on this item on the previous Trust meeting regarding the Conflict-of-Interest Policy.

MINUTES COMMISSION ACTION:

Eric Cooper motioned and seconded by Rachell Hathaway to approve the adoption of the Conflict-of-Interest Policy for the San Antonio Housing Trust Foundation.

AYES: 11 NAYS: 0 ABSTAINED:

THE MOTION PASSED.

8. DISCUSSION AND POSSIBLE ACTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MISSION MATTERS FOR STRATEGIC PLANNING SERVICES

Pete briefed to the board about Mission Matters Group leading the process of creating a 5-year strategic plan for the San Antonio Housing Trust. Mission Matters will equip the San Antonio Housing Trust with tools to execute a vision, and strategically align the organization to better define direction and priorities. The lead individuals from Mission Matters Group who will be providing strategic planning services are, Shaun Lee, Vice President of Organizational Solutions, and Sonia Montero Poyo, Special Consultant for Housing Development Policy. Shaun Lee from Mission Matters briefed to the board about Mission Matters Group working with different organizations, focusing, and specializing developing

strategic plans. Sonia has been in the Housing Development community for 20 years, and asset management with low-income tax credit housing throughout Texas.

Mission Matters has provided the San Antonio Housing Trust with details on how they plan to progress with the strategic plan. The process would include alignment, discovery, plan development, and implementation. The strategic plan alignment will start with a kickoff meeting and is planning to begin in March. The total cost is 84,000 dollars. The San Antonio Housing Trust has budgeted 75,000 dollars for the strategic plan fees. Pete recommended to the board to authorize the Executive Director to negotiate and execute a professional services agreement with Mission Matters Group for strategic planning services.

MINUTES COMMISSION ACTION:

Eric Cooper motioned and seconded by Rachell Hathaway to authorize the Executive Director, Pete Alanis to negotiate and execute a professional services agreement with Mission Matters Group for strategic planning services.

AYES: 11 NAYS: 0 ABSTAINED:

THE MOTION PASSED.

9. ADJOURNMENT

Councilwoman Rocha Garcia adjourned the meeting. There being no further business, the meeting adjourned at 5:15 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.

San Antonio Housing Trust Foundation Agenda Item 4

Discussion and possible action to approve a resolution to approve and authorize Executive Director to execute a loan modification for the Alamo Community Group Thompson Place Apartments

Summary:

Thompson Place is owned and managed by Alamo Community Group. It is in Council District 5 off Hwy 90 and General McMullen. This 128-unit nonprofit owned community offers 1–3-bedroom apartment homes and is 100% affordable.

This past fall, the property needed critical roof repairs due to impacts from hailstorms which costs approximately \$493k. The insurance cost paid for only \$189k. The project is responsible for the remainder. Additionally, operating costs increased by \$17k due to owed receivables from tenants impacted by Covid. While improving the property is slowly recovering from this impact. ACG has taken steps to help cover these expense hits, including working out an interest rate reduction with HUD from 3.25% to 2.8%. This was not a cash out refi scenario, but a way to reduce annual debt service costs which could also cover the cost of additional debt service to the Foundation loan, if approved.

SAHT Foundation had a loan with Thompson Place with a maturity date of November 1, 2021. As we did not have an active board, I provided ACG with administrative extensions to prevent default. With the hit on reserves for the cost of the roof repairs, ACG is not able to repay the full balance of the loan without depleting reserves. ACG requested a 10-year extension to the balance of \$93,018.48 at the same rate of 3.5% interest.

The Finance and Audit Committee met on March 15, 2022.

Committee Recommendation:

Finance and Audit Committee recommends a 10-year amortizing, 3.5% interest loan for the \$93,018 balance, with a 5-year balloon. This comes to an annual debt service amount of \$11,040 per year with a balloon payment of \$50,714 at the end of Year 5.

Attachments: Resolution

SAN ANTONIO HOUSING TRUST FOUDNATION, INC.

RESOLUTION NO. F22-0323-04

A RESOLUTION APPROVING THE SECOND RENEWAL, MODIFICATION, AND EXTENSION OF THE PROMISSORY NOTE AND DEED OF TRUST FOR THOMPSON PLACE APARTMENTS; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECTUE DOCUMENTS AND TAKE ANY ACTIONS THEREWITH; AND SETTING AN EFFECTIVE DATE

WHEREAS, the City of San Antonio Housing Trust was established by Ordinance No. 67895 passed on September 8, 1989, under a Declaration of Trust to provide affordable housing opportunities for low- and moderate-income families within highway Loop 410; and

WHEREAS, pursuant to said Declaration of Trust, Article III, Section 3 .3 .1, as amended by Resolution No. 90-0801 passed on August 15, 1990, and approved by Ordinance No. 72563 passed on November 1, 1990, the San Antonio Housing Trust Foundation, Inc., a Texas nonprofit corporation ("Foundation"), is responsible for the administrative support of the operations of the City of San Antonio Housing Trust; and

WHEREAS, under Ordinance No. 74452 passed on September 26, 1991, the San Antonio Housing Trust Foundation, Inc. was designated and approved to be the administrative and fiscal agent of the City of San Antonio Housing Trust for the disbursement of awards of Trust assistance to sponsors of affordable housing projects and programs; and

WHEREAS, the City under Ordinance 2020-09-17 passed September 17, 2020, continued the contract with the San Antonio Housing Trust Foundation, Inc., to provide for the administration of the City of San Antonio Housing Trust and in June of 2021 the Foundation Board approved the First Amended and Restated Bylaws and Certificate of Formation for the Foundation; and

WHEREAS, On November 14, 2006, Maker/Obligor (also "Borrower") obtained a Loan from the Holder (also "Lender") in the Principal amount of \$150,000.00, which was evidenced by a certain Real Estate Lien Note dated November 14, 2006, which Obligor executed and delivered, together with a Deed of Trust securing the same, and duly recorded in Volume 12518, Page 1436, of the Real Property Records of Bexar County, Texas; and

WHEREAS, on November 1, 2016, Maker/Obligor (also sometimes "Borrower") and Holder (also "Lender") agreed to a Renewal, Modification And Extension Note, which modified the Real Estate Lien Note secured by the Deed of Trust, which Maker/Obligor executed, delivered, and duly recorded in the Real Property Records of Bexar County, Texas; and

WHEREAS, that in consideration of this Second Renewal, Modification, and Extension of the payment indebtedness Maker/Obligor affirms liability for the payment of the Promissory Note and agrees to such renewal, modification, and extension of the Note the indebtedness it evidences, and the liens and security interests securing such indebtedness and promises to pay to the Holder the present unpaid balance of Notes, together with interest as hereinafter specified; and

WHEREAS, the Board of the Directors of the San Antonio Housing Trust Foundation recommends the approval of the Second Renewal, Modification, and Extension of the Promissory Note and Deed of Trust (Exhibit A).

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

Section 1. The Board of Directors approves the San Antonio Housing Trust Foundation, Inc. Second Renewal, Modification, and Extension of the Promissory Note and Deed of Trust of the San Antonio Housing Trust Foundation, Inc. (Exhibit A) is approved in its entirety.

Section 2. The Board of Directors authorizes the Foundation Executive Director to take any actions to negotiate and execute the loan modification as necessary.

Section 3. This Resolution shall take effect and be in full force from and after the date of its passage.

PASSED AND APPROVED this _____ day of _____, 2022.

SIGNED:

Councilwoman Adriana Rocha Garcia President

ATTEST:

Jordan Ghawi, Secretary

EXHIBIT "A"

SECOND RENEWAL, MODIFICATION, AND EXTENSION PROMISSORY NOTE AND DEED OF TRUST

Second Renewal, Modification, and Extension Promissory Note and Deed of Trust

Date:	March, 2022
Holder of Note and Lien:	San Antonio Housing Trust Foundation, Inc. A Texas Non-Profit Corporation 2515 Blanco Road P.O. Box 15915 San Antonio, Texas 78212
Obligor:	AAMHA KPTP, LLC 4502 Centerview, Suite 233 San Antonio, Texas 78228
Promissory Note	
Original Date:	November 14, 2006
First Extension Date:	November 1, 2016
Lender:	San Antonio Housing Trust Foundation, Inc. A Texas Non-Profit Corporation
Original Principal Amount:	\$150,000.00 (One hundred and fifty thousand dollars)

Reference Notes:

- (1) On November 14, 2006 Maker/Obligor (also "Borrower") obtained a Loan from the Holder (also "Lender") in the Principal amount of \$150,000.00, which was evidenced by a certain Real Estate Lien Note dated November 14, 2006 which Obligor executed and delivered, together with a Deed of Trust securing the same, and duly recorded in Volume 12518, Page 1436, of the Real Property Records of Bexar County, Texas.
- (2) On November 1, 2016, Maker/Obligor (also sometimes "Borrower") and Holder (also "Lender") agreed to a Renewal, Modification And Extension Note, which modified the Real Estate Lien Note secured by the Deed of Trust, which Maker/Obligor executed, delivered, and duly recorded in Volume _____ Page ____ of the Real Property Records of Bexar County, Texas.

Property: Lots 39, New City Block 11316, Thompson Place Apartments, San Antonio, Bexar County, Texas, according to the plat thereof recorded in Volume 9517, Page 204, of the Deed and Plat Records of Bexar County, Texas.

Amended Terms:

That in consideration of this Second Renewal, Modification, and Extension of the payment indebtedness Maker/Obligor affirms liability for the payment of the Promissory Note and agrees to such renewal, modification, and extension of the Note the indebtedness it evidences and the liens and security interests securing such indebtedness, and promises to pay to the Holder the present unpaid balance of Notes, together with interest as hereinafter specified. Notes, the Indebtedness it evidences and the liens and security interests, if any, securing the Indebtedness are each hereby renewed, modified, extended and rearranged as follows:

- (1) Annual Interest Rate: 3.5 Percent
- (2) Annual Interest Rate on Matured, Unpaid Amounts: Eighteen percent (18%)
- (3) **Security for Payment:** The Promissory Note is secured by a deed of trust dated of even date with the Note from AAMHA KPTP, L.L.C. to Robert W. Wilson, trustee, which covers the personal property described in the deed of trust and security agreement and the following real property:

Lot 39, New City Block 11316, Thompson Place Apartments, San Antonio, Bexar County, Texas, according to the plat thereof recorded in Volume 9517, Page 204, of the Deed and Plat Records of Bexar County, Texas.

- (4) Other Security for Payment: None
- (5) Extended Maturity Date of Note: April 1, 2027
- (6) **Principal Amount:** \$150,000.00 (One Hundred and Fifty Thousand Dollars)
- (7) Balance of Principal Amount: \$93,000.00 (Ninety-Three Thousand Dollars)
- (8) **Terms of Payment (principal and interest):** The Principal Amount and interest are due and payable in equal monthly installments of NINE HUNDRED TWENTY AND 01/100 DOLLARS (\$920.01), beginning April 1, 2022, and thereafter on the first day of each succeeding month through March 1, 2027 and in one final installment on April 1, 2027 in the amount of the unpaid principal and accrued, unpaid interest as of that date. Payments will be applied first to accrued interest and the remainder to reduction of the Principal Amount.
- (9) Late Fee: If any installment becomes overdue for more than ten (10) days, at Lender's option, a late payment fee of 5% of the required payment may be charged in order to defray the expense of handling the delinquent payment.

The Deeds of Trust securing the Note and the lien and security interest it creates shall be renewed, modified, and extended so that the same secure the Indebtedness of the Note as herein renewed, modified, and extended and shall continue to be valid and subsisting liens securing the payment of indebtedness evidenced by the Note against that certain real property situated in Bexar County, Texas, more particularly described above.

The Obligor hereby reaffirms that the aforesaid present unpaid balance of the Indebtedness under the Notes is just, due and owing, agrees to extend said liens and security interests, if any, on the real property described above and other property, if any, described in the instruments creating the liens extended hereby until the indebtedness and the Notes, as so renewed, modified, and extended has been fully paid and agrees that such renewal, modification, and extension shall in no maimer waive, affect or impair the Indebtedness, the Note, or such liens and security interests, if any. The Obligor acknowledges and agrees that said liens on the above described property and security interest, if any, have not in any manner been waived, affected or impaired, the purpose of this instrument being simply to renew, modify, and extend the payment of the Notes, the Indebtedness it evidences and to carry forward all liens and security interests, if any, on the above described property and other property, if any, described in the instruments creating the liens extended hereby securing the Indebtedness as the Indebtedness, the Note, liens and security interests, if any, originally existed or as they may have been heretofore renewed, modified and extended. The Obligor hereby acknowledges and agrees that such liens and security interest, if any, are valid and subsiding and agree that all terms and provisions of the Notes and of the instrument or instruments creating or affecting the liens and security interests, if any, securing the Notes as they originally existed or as they may have been heretofore renewed, as therein written, except as otherwise expressly provided herein. The Obligor acknowledges and agrees that she is legally obligated and primarily and personally liable to the Holder for the payment of the Indebtedness evidenced by the Notes and the Obligor hereby specifically agrees that any and all rights or remedies of the Holder if previously limited, waived, or diminished are hereby reinstated in full as if such limitation, waiver of diminishment had not occurred.

If the maturity of the Indebtedness evidenced by the Note has heretofore been accelerated and not reinstated, the Obligor agrees to and the Holder hereby reinstates the Note and Deed of Trust and all liens and security interests, if any, securing the payment of the same, as if the default giving rise to such acceleration had not occurred; however, such reinstatement shall be without prejudice to the rights of the Holder to exercise, at any time in the future, any and all rights conferred upon the Holder by the Note, the Deed of Trust, and any instrument creating any lien and/or security interests securing the payment of the same with respect to any default, breach or failure to observe any provision provided therein. Such reinstatement is being made by the Holder at the special insistence of Obligor.

This instrument is further made in trust to secure payment of all other amounts, with interest thereon, becoming due and payable to the Holder under the terms of the Note as renewed, modified and extended or any other security document, including but not limited to any extension, renewal, modification or re-amortization of the Indebtedness; any increase or addition to the Indebtedness; all loans and future advances made by the Holder to the Obligor and other debts, obligations, and liabilities of every kind and character of all of the Obligor=s now or hereafter existing in favor of the Holder, whether such debts, obligations or liabilities be direct or indirect, primary or secondary, joint or several, fixed or contingent, and whether originally payable to the Holder or to a third party and subsequently acquired by the Holder; the performance and discharge of each and every obligation contained in the Notes as renewed, modified or extended or any agreement of the Obligor contained in the Notes as renewed, modified or extended or any other security document.

The Note is secured by liens against the Property. Whether Obligor is primarily liable on the Note or not, Obligor nevertheless agrees to pay the Note and comply with the obligations expressed in the Lien Documents.

For value received, Obligor renews the Note and promises to pay to the order of Holder of Note and Lien, according to the Modified Terms, the Unpaid Principal and Interest on Note. All unpaid amounts are due by the Extended Maturity Date of Note. Obligor also extends the liens described in the Lien Documents.

The Note and the Lien Documents continue as written, except as provided in this agreement.

Obligor warrants to Holder of Note and Lien that the Note and the Lien Documents, as modified, are valid and enforceable and represents that they are not subject to rights of offset, rescission, or other claims.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF TJIE PARTIES.

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

SAN ANTONIO HOUSING TRUST FOUNDATION, INC.

By: Pedro Alanis Its: Executive Director

STATE OF TEXAS COUNTY OF BEXAR

Before me, ______, on this day personally appeared Pedro Alanis, proved to me through _______ to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

§ §

Given under my hand and seal of office this _____ day of _____, 2022.

(Name and title of officer)

My commission expires:

AAMHA KPTP, LLC, a Texas Limited Liability Company

By: Alamo Area Mutual Housing Association, Inc., a Texas non-profit corporation, its Sole Member

	By:
	Its:
STATE OF TEXAS COUNTY OF	§ §
Before me,	, on this day personally appeared
	ved to me through
to be the person whose name is subscribed to that he executed the same for the purposes an	the foregoing instrument and acknowledged to me ad consideration therein expressed.
Given under my hand and seal of office this _	day of, 2022.
	(Name and title of officer)
	My commission expires:
PREPARED IN THE OFFICE OF Denton, Navarro, Rocha, Bernal, & Zech, PC 2517 N. Main Ave., San Antonio, Texas 782	

AFTER RECORDNG, PLEASE RETURN TO: San Antonio Housing Trust Foundation, Inc. P.O. Box 15915, San Antonio, Texas 78212