

**AGENDA
FOR MEETING OF THE BOARD OF COMMISSIONERS
OF THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY**

JULY 9, 2019

1. Call to order.
2. Approval of the Minutes of the Meeting of June 11, 2019.
3. Introductions.
4. Letter from Mayor David Briley appointing Marcus Campbell as a member of the MDHA Board of Commissioners to fill the unexpired term of Miniimah Basheer. Mr. Campbell's term will expire August 5, 2022.
5. Public comments.
6. Executive Director's Report.

COMMITTEE REPORT

7. Report from Joint Meeting of the Finance & Audit and Development Committees.

EXECUTIVE (HARBISON & THILTGEN)

8. Approval of FHA Loan for Madison Towers.

EXECUTIVE (HARBISON, THILTGEN & CHOPPIN)

9. Approval of Resolution for Boscobel III/Red Oak Flats Financing.

RECAPITALIZATION (HARBISON, DELLINGER & WEGERSON)

10. Approval of Boscobel III Construction Manager GMP.

EXECUTIVE (HARBISON & CHOPPIN)

11. Approval of Bifurcation of Cayce Housing Assistance Payments Contracts – Kirkpatrick Park, Boscobel I, and Boscobel II.

URBAN DEVELOPMENT (HARBISON & CAIN)

12. Approval of Amendments to Capitol Mall and Phillips Jackson Loan Agreements.

AFFORDABLE HOUSING (HARBISON & BIGGS)

13. Approval of Peaches Manning Scholarship Matching Funds.
14. Additional business.
15. Report from Resident representative.
16. Adjourn.
17. Executive Session.

**SUMMARY REVIEW OF AGENDA ITEMS FOR
MEETING OF THE MDHA BOARD OF COMMISSIONERS**

JULY 9, 2019

EXECUTIVE (HARBISON & THILTGEN)

8. Approval of FHA Loan for Madison Towers.

The Agency has applied for a FHA-insured Section 223(f) loan to be taken against the Net Operating Income of Madison Towers. With the interest now rate-locked at 3.44%, the net loan proceeds of \$6,757,300 will be used to provide the cash equity for projects being undertaken as part of the Envision Cayce initiative. The FHA loan program requires that the property owner/loan borrower be a single asset entity; for that purpose, we have incorporated the MDHA Madison Towers, LLC. It is requested that the Board authorize the transfer of the ownership and the PBRA HAP contract of Madison Towers to the LLC and authorize the Executive Director to execute the financing documents on behalf of both MDHA and the MDHA Madison Towers, LLC.

EXECUTIVE (HARBISON, THILTGEN & CHOPPIN)

9. Approval of Resolution for Boscobel III/Red Oak Flats Financing.

Pinnacle Bank will provide approximately \$11.3 million in LIHTC equity and approximately \$7.4 million in proceeds from a CITC construction and/or permanent loan. The balance of the financing, approximately \$16.1 million, would be loaned by MDHA. MDHA will convey the property via a 99-year ground lease to Boscobel III, L.P., and will provide development services for the construction of the development. MDHA and Boscobel III, L.P. will also need to enter into an agreement with HUD to bifurcate the Cayce Housing Assistance Payments (HAP) Contract and transfer PBRA assistance from Cayce to the project.

RECAPITALIZATON (HARBISON, DELLINGER & WEGERSON)

10. Approval of Boscobel III Construction Manager GMP.

At its meeting on November 13, 2018, the Board approved R.G. Anderson Company, Inc., as the Construction Manager at Risk for Boscobel III, L.P. This project will construct 102 units (45 PBRA). R.G. Anderson has proposed a GMP of \$27,401,632 based on 50% Construction Documents provided by EOA Architects. This cost includes \$2,301,162 for the offsite construction of Dew Street and 7th Street improvements, both directed by Metropolitan Plans Department and in accordance with the Cayce Master Plan. The actual construction cost for the 102 units is \$24,211,048 (\$237,363/unit). With

all soft costs included, to include a 5% Owner's Contingency (\$1,360,000) and Architect's fees of \$1,607,281, the Total Project Budget is \$34,519,017. The Board is requested to approve R.G. Anderson's GMP, the Architect's fees, and the Owner Contingency for Boscobel III, L.P., and to provide the Executive Director the authority to execute the associated documents.

EXECUTIVE (HARBISON & CHOPPIN)

11. Approval of Bifurcation of Cayce Housing Assistance Payments Contracts – Kirkpatrick Park, Boscobel I, and Boscobel II.

As coordinated with HUD, MDHA will need to enter into one or more agreements with HUD to split the Cayce Housing Assistance Payments (HAP) Contract and transfer PBRA assistance from Cayce to Kirkpatrick Park (36 units), Boscobel I (50 units), and Boscobel II (45 units). The result of such split is four HAP contracts—one for Cayce and one for each of the new properties—all of which adopt the existing terms of the original Cayce HAP Contract, except for an amendment to the subsection on Owner's Warranties.

URBAN DEVELOPMENT (HARBISON & CAIN)

12. Approval of Amendments to Capitol Mall and Phillips Jackson Loan Agreements.

MDHA and lender Regions Bank identified approximately \$7.5 million in funds in debt service accounts for Capitol Mall and Phillips-Jackson Loan Agreements that were in excess of the required debt service for 2019 ("excess cash flow"). Per the terms of the loan agreements, these funds would be used to pay down additional principal on July 1. The attached resolution and loan amendments would allow the excess cash flow to be transferred to MDHA, which would then fund a transfer of the excess cash flow to the Metropolitan Government.

AFFORDABLE HOUSING (HARBISON & BIGGS)

13. Approval of Peaches Manning Scholarship Matching Funds

MDHA Board of Commissioners is requested to approve use of Agency funds annually to match funds provided by the MDHA resident associations for resident scholarships. The funds are awarded based upon merit, and the following students were awarded the Peaches Manning Resident Association Scholarship (PMRAS) for 2019: Mr. Salmaan Ahmed (Cumberland View), Mr. Aiden Dhies (Cumberland View), Ms. Jada Reed (Vine Hill Apartments), Ms. Tinaya Williams (J. Henry Hale), Ms. Kayla Whitelow (Levy Place). The PMRAS awarded five residents with \$1,000 each for college, and if MDHA matches the award, each scholar will receive \$2,000 each (\$5,000 Agency commitment for 2019). The PMRAS commitment from the Agency will be an annual obligation not to exceed \$10,000 annually.

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MINUTES OF MEETING

OF

THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

The regular meeting of the Board of Commissioners of the Metropolitan Development and Housing Agency was held on Tuesday, June 11, 2019, at 11:30 a.m. in the in the Collaboration Room of the Gerald F. Nicely Building, 701 South Sixth Street, Nashville, Tennessee.

PRESENT: Emily Thaden, Vice Chair
Ralph Mosley
Antoinette Batts
Aole Ansari

ABSENT: Charles Robert Bone

ALSO PRESENT: James Harbison, Executive Director
Saul Solomon, Legal Counsel
James Thiltgen, Deputy Executive Director
David Dellinger, Chief Operating Officer
Will Choppin, General Counsel
Matt Wiltshire, Chief Strategy
Melinda Hatfield, Director of Finance
Will Biggs, Director of Affordable Housing
Emel Alexander, Director of Community Development
Norman Deep, Director of Rental Assistance
Mike Wegerson, Director of Recapitalization
Jamie Berry, Director of Communications
Pat Thicklin, Assistant Director for Human Resources
Brent Grubb, Assistant Director for Construction
Curtis Thomas, Urban Planning Manager
Matt Loftis, Urban Development Analyst
Shukiesha Thompson, Assistant Director for Rental Assistance
Jean Merkle, Administrative Assistant to the Board of Commissioners
Santa Mathis, President, Preston Taylor Homes Resident Association
Markus Brody, Resident, Preston Taylor Homes
Jamilla Grimes, Property Manager, Preston Taylor Homes
Zach Hunt, TSG
Thom Meek, GHP
Harold Brewer, American Constructors
Derek Martin, American Constructors
Steve Reiter
Ed Branding
Maggie Cox, NOAH

Betty Waters, NOAH

Vice Chair Thaden called the meeting to order and requested approval of the Minutes of the Meeting of May 14, 2019. Commissioner Batts moved adoption of the following resolution:

Resolution No. 13-19

"RESOLVED by the Board of Commissioners of the Metropolitan Development and Housing Agency, That it hereby approves the Minutes of the Meeting of May 14, 2019, as submitted."

The motion was seconded by Commissioner Ansari, and upon vote all voted "aye". None voted "no".

Vice Chair Thaden introduced, Santa Mathis, President, Preston Taylor Homes Resident Association, and Jamilla Grimes, Property Manager, Preston Taylor Homes. She said they will have an opportunity to speak later in the meeting. Also in attendance were the agency's 12 Summer Youth Workers who would be shadowing employees in various departments. The youth are A'Shonti Butler, Brianna Little, Derrick Seay, Erille Majors, Hakeem Pryor, Jacoby Rippey, Kelekus Johnson, Otis Lewis, Shavon Usher, Julian Love, Premiere Clay and Anyaa Caruthers.

Vice Chair Thaden call on Steve Reiter who requested to present public comments. Mr. Reiter expressed his concern for the resident at Riverchase Apartments who could soon lose their housing. He questioned who will manage Curb Victory Hall due to his belief that MDHA does not have the right structure for this veteran's housing development.

Mr. Harbison stated that MDHA has no direct involvement with Riverchase Apartments. He said MDHA is understanding of the situation when an entity makes a decision to opt out of their contract to provide project based rental assistance to its residents. He said the Metro Council has approved a resolution by Council Lady Burkley Allen requesting MDHA's assistance in creating an inventory of the city's Project Based Rental Assistance properties. Council Lady Allen's intent is to encourage continued participation in the program as contracts reach the renewal stage. Mr. Harbison presented updates on several projects including the groundbreaking event for Curb Victory Hall on May 22. He also reported on the recent Public Housing Authorities Directors Association (PHADA) annual meeting.

Vice Chair Thaden reported on the joint Finance & Audit and Development Committee meeting held prior to the Board meeting. She said Melinda Hatfield, Director of Finance, presented the mid-year budget report showing the agency's finances continue to be on track. Vice Chair Thaden also reported the committee approved a one year extension for the agency's fiscal year audit with MCM, CPA. She said the committee reviewed and approved the items being presented to the Board.

Jim Thiltgen, Deputy Executive Director, requested Board approval of the agency's PHA Annual Plan for the year beginning October 1, 2019. He stated the required public hearing was held following the May 14th Board meeting and comments from the Resident Advisory Council and public hearing are included in the Plan. After questions and discussion of the contents of the Plan, Commissioner Batts moved adoption of the following resolution:

Resolution No. 14-19

"RESOLVED by the Board of Commissioners of the Metropolitan Development and Housing Agency, That it hereby adopts 'PHA Certifications of Compliance with the PHA Plan and Related Regulations Resolution to Accompany the PHA Annual Plan' and the 'Annual Civil Rights Certification and Board Resolution' as outlined in a memorandum to the Board of Commissioners from James E. Harbison, Executive Director, dated June 11, 2019, made a part of these minutes by reference and filed with other documents of this meeting."

The motion was seconded by Commissioner Mosley, and upon vote all voted "aye". None voted "no".

Mr. Thiltgen presented the next item requesting approval of the financing for Curb Victory Hall. He generally outlined the various funding sources and said this item was discussed and approved in the Finance & Development joint committee meeting prior to the Board meeting. Commissioner Ansari moved adoption of the following resolution:

Resolution No. 15-19

"RESOLUTION BY THE BOARD OF COMMISSIONERS OF
METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

Effective Date: June 11, 2019

The undersigned, being a quorum of the Board of Commissioners of Metropolitan Development and Housing Agency ("MDHA"), at a duly called meeting on June 11, 2019, acting in accordance with the applicable provisions of the T.C.A. § 13-20-101, et. seq., and its Charter and Bylaws, do hereby adopt the following resolutions to be effective as of the date hereof:

WHEREAS, MDHA was organized to acquire, construct, develop, lease, manage, operate, sell, and otherwise provide and address matters concerning decent and affordable housing in the City of Nashville, Tennessee;

WHEREAS, Victory Hall, L.P., a Tennessee limited partnership ("Partnership") and affiliate entity of MDHA, holds a leasehold interest in certain property located at 1117 12th Avenue South Street, in Nashville, Davidson County Tennessee (the "Property"), pursuant to the terms of that certain Assignment and First Amendment to Lease Agreement ("Lease Agreement") by and among Operation Stand Down Tennessee (OSD), a Tennessee non-profit corporation, Giarratana Veteran Ventures, LLC ("GVV") and the Partnership,

dated as September 27, 2018, as amended by the Second Amendment to Lease Agreement by and between OSD and the Partnership, dated as of January 21, 2019 (the "Lease Assignment");

WHEREAS, the Partnership was created to construct improvements on the Property known as Curb Victory Hall, consisting of 37 low-income housing units and 2 market-rate units (the "Project");

WHEREAS, MDHA is the developer of the Project;

WHEREAS, MDHA and Giarratana, LLC, an entity related to GVV (the "Consultant"), entered into that certain Consultant Services Agreement dated as of April 10, 2019 (the "Consulting Agreement"), pursuant to which the Consultant will provide a number of development services from predevelopment through marketing of the Project;

WHEREAS, pursuant to the terms of the Consulting Agreement, the Partnership will accept an assignment of all Project-related agreements, including but not limited to architectural, engineering and construction agreements, executed by the Consultant or a related entity, in conjunction with the Project (the "Assignments");

WHEREAS, MDHA Victory Hall, Inc. (the "General Partner") is the General Partner of the Partnership, created for the purposes of implementing the Project; the MDHA Housing Trust Corporation, a Tennessee nonprofit corporation and an instrumentality of MDHA ("MDHA HTC"), is the sole shareholder of the General Partner; and MDHA has designated the MDHA HTC as its agent for owning and controlling the Project pursuant to Tennessee Code Annotated Section 13-20-104(b);

WHEREAS, the Project qualifies for the Payment Lieu of Taxes ("PILOT") program pursuant to the Cooperation Agreement between MDHA and the Metropolitan Government of Nashville and Davidson County dated as of July 10, 2017 (the "Cooperation Agreement");

WHEREAS, Pinnacle Bank (the "Bank") is making a construction and or permanent loan to the Partnership in the approximate principal amount of One Million Two Hundred Thirty Thousand Two Hundred Twenty One dollars (\$1,230,221.00), or such amount as an authorized officer may deem necessary to consummate the transactions contemplated in this Resolution, utilizing the Community Investment Tax Credit ("CITC") program (the "CITC Loan"), evidenced by a note and all instruments and documents securing the CITC Loan (the "CITC Loan Documents");

WHEREAS, the Bank is making a market-rate loan to the Partnership in the approximate principal amount of Eighty Thousand dollars (\$80,000.00), or such amount as an authorized officer may deem necessary to consummate the transactions contemplated in this Resolution (the "Market-Rate Loan", together with the CITC Loan the "Pinnacle Loans"), evidenced by a note and all instruments and documents securing the Market Rate Loan (the "Market-Rate Loan Documents"), together with the CITC Loan Documents, the "Pinnacle Loan Documents");

WHEREAS, Tennessee Housing Development Agency ("THDA") will make a grant to MDHA in the amount of Five Hundred Thousand dollars (\$500,000.00), funded by The Tennessee Housing Trust Fund in accordance with a Grant Contract executed by MDHA and THDA in January, 2019 (the "THTF Grant"). MDHA will loan the THTF Grant proceeds to the Partnership (the "THTF Loan") and the Partnership's

performance obligations with respect to the HTF Loan will be evidenced by a note and such instruments and documents that may be required in connection with the HTF Loan (the "HTF Loan Documents");

WHEREAS, Curb Records, Inc., a Tennessee corporation, has made a grant for the Project to the MDHA HTC in the amount of Five Hundred Thousand dollars (\$500,000.00) (the "Curb Grant"). MDHA, by and through the MDHA HTC, has transferred the Curb Grant to OSD, toward MDHA's long-term rent payment obligation. MDHA's transfer of the Curb Grant proceeds shall be treated as a loan to the Partnership (the "Curb Loan") and the Partnership's performance obligations with respect to the Curb Loan will be evidenced by a note and such instruments and documents that may be required in connection with the Curb Loan (the "Curb Loan Documents");

WHEREAS, MDHA has made a contribution to OSD in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "MDHA Contribution"), which, along with the Curb Loan, satisfies the long-term rent payment obligation in the Lease Agreement. The MDHA Contribution shall be treated as a loan to the Partnership (the "MDHA Loan", together with the Curb Loan, the "Rent Payment Loan") and the Partnership's performance obligations with respect to the Rent Payment Loan will be evidenced by a note and such instruments and documents that may be required in connection with the Rent Payment Loan (the "Rent Payment Loan Documents");

WHEREAS, the MDHA HTC may also receive a grant from the Home Depot Foundation in the amount of \$500,000.00 (the "Home Depot Grant"). The MDHA HTC shall transfer to MDHA, and MDHA shall accept, the proceeds of the Home Depot Grant. MDHA will loan the Home Depot Grant proceeds to the Partnership (the "Home Depot Loan", together with the HTF Loan and the Rent Payment Loan, the "Subordinate Loans"), and the Partnership's performance obligations with respect to the Home Depot Loan will be evidenced by a note and such instruments and documents that may be required in connection with the Home Depot Loan (the "Home Depot Loan Documents", together with the HTF Loan Documents and the Rent Payment Loan Documents, the "Subordinate Loan Documents");

WHEREAS, the General Partner intends to enter into an Amended and Restated Agreement of Limited Partnership with Pinnacle Bank (the "Investor"), and Pinnacle Community Development SLP, Inc. (the "SLP") (together, the Investor and SLP are referred to herein as the "Investors"), and the Partnership (the "Partnership Agreement"); and

WHEREAS, pursuant to the anticipated terms of the Partnership Agreement, the Partnership intends to enter into (1) a Purchase Option Agreement (the "Option") and (2) a Development Agreement (the "Development Agreement") (collectively, the Partnership Agreement, the Option, and Development Agreement are referred to herein as the "Equity Documents").

NOW BE IT THEREFORE RESOLVED, that MDHA, on its own behalf, is hereby authorized and directed to negotiate, execute, deliver and perform any documents, instruments and agreements required for the purpose of effectuating a PILOT as may be required by the Cooperation Agreement (collectively, the "PILOT Documents");

FURTHER RESOLVED, that MDHA is hereby authorized and directed to serve as the developer of the Project and to authorized and directed to negotiate, execute, deliver and perform any documents, instruments and agreements required for the purpose of fulfilling its role as developer of the Project (the "Developer Agreement");

FURTHER RESOLVED, that MDHA, on its own behalf, is hereby authorized and directed to negotiate, execute, deliver and perform the Debt Guaranty, as well as any and all documents, instruments and agreements contemplated thereunder or required for purposes of the Partnership entering into the Pinnacle Loan Documents or for the purposes of entering into any equity guaranty or funding any reserve agreements as may be required by Lender to consummate the transactions contemplated in this Resolution;

FURTHER RESOLVED, that MDHA is hereby authorized and directed to loan the Subordinate Loans to the Partnership and to execute, deliver and perform any and all other documents, agreements, instruments and agreements required for purpose of making the Subordinate Loans to the Partnership;

FURTHER RESOLVED, that MDHA, on its own behalf, is hereby authorized and directed to negotiate, execute, deliver and perform the Equity Documents, as well as any and all documents, instruments and agreements contemplated thereunder or required for purposes of entering into the Equity Documents or for the purposes of entering into any equity guaranty or funding any reserve agreements as may be required by Lender to consummate the transactions contemplated in this Resolution;

FURTHER RESOLVED, that the form, terms and provisions of the PILOT Documents, the Developer Agreement, the Debt Guaranty, the Subordinate Loan Documents and the Equity Documents, are hereby in each and every respect approved, ratified and confirmed, and each and every transaction effected or to be effected pursuant to, and in substantial accordance with, the terms of the PILOT Loan Documents, the Developer Agreement, the Debt Guaranty, the Subordinate Loans and the Equity Documents and each and every document contemplated therein, are hereby in each and every respect authorized, approved, ratified and confirmed;

FURTHER RESOLVED, that Charles Robert Bone, the Chairman, Emily Thaden, the Vice Chairman for Housing, Aole Ansari, the Vice Chairman for Development, James E. Harbison, acting as either the Secretary-Treasurer or Executive Director, and James L. Thiltgen, acting as Deputy Executive Director in the absence of the Executive Director, respectively, of MDHA (each, an "Authorized Officer"), be, and they hereby are, or any one of them, acting alone, be, and he hereby is, authorized and empowered, on behalf of MDHA, to execute and deliver the PILOT Documents, the Developer Agreement, the Debt Guaranty, the Subordinate Documents and the Equity Documents, and all documents contemplated therein, and that any and all documents previously executed and delivered by the Chairman, Vice Chairman for Housing, Vice Chairman for Development, Secretary-Treasurer, Executive Director and/or Deputy Executive Director of MDHA with respect to the Project are hereby ratified and approved; and

FURTHER RESOLVED, that any and all acts heretofore taken by any officer of MDHA in connection with the matters authorized by the foregoing resolutions are hereby ratified, confirmed, adopted and approved by the Board of Commissioners of MDHA."

The motion was seconded by Commissioner Batts, and upon vote all voted "aye." None voted "no."

Emel Alexander, Director of Community Development, requested Board approval to award HOME funds for new affordable housing. Mr. Alexander said a Request for Applications was issued for nonprofit and for-profit developers to provide financing for new affordable housing development. An

Application Review Committee evaluated the applications in accordance with the criteria set forth and made recommendations for funding. Mr. Alexander said this item was discussed and approved in the joint Finance and Development Committee meeting prior to this meeting. Commissioner Batts moved adoption of the following resolution:

Resolution No.16-19

"WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") requires local governments seeking federal assistance through the Community Development Block Grant ("CDBG"), HOME Investment Partnerships ("HOME"), Emergency Solutions Grant ("ESG"), and Housing Opportunities for Persons with AIDS ("HOPWA") programs to develop a Consolidated Plan for Housing and Community Development every five years and an Annual Action Plan each year; and

WHEREAS, the Metropolitan Council designated the Metropolitan Development and Housing Agency ("MDHA") as the lead agency responsible for the preparation of the Consolidated Plan and Annual Action Plans for Housing and Community Development programs for The Metropolitan Government of Nashville and Davidson County; and

WHEREAS, the 2019-2020 Annual Action Plan was prepared by MDHA in accordance with federal regulations regarding citizen participation and in consultation with a variety of public and private agencies and concerned individuals; and

WHEREAS, concurrent with the preparation of the 2019-2020 Annual Action Plan, MDHA has prepared for submittal to HUD Substantial Amendment 1 to the 2018-2023 Consolidated Plan for Housing and Community Development to provide the following:

- Allow 2019 HOPWA funds to be used for tenant based rental assistance (TBRA) and emergency hotel/motel assistance; and
- Add language to the description section of the Strategic Plan (SP) 25 Priority Need #3 – Retain Affordable Housing Stock, of the Consolidated Plan to clarify that the amount of CDBG funds to be allocated to this Priority Need will be at least 50% of the annual allocations after deductions for the 20% allocation for Administrative Activities and 15% for Public Service Activities; and

WHEREAS, the public comment period for Substantial Amendment 1 and the draft of the 2019-2020 Annual Action Plan began on April 11 and concluded on May 15, 2019, and a public hearing was held during the public comment period on April 23, 2019; and

BE IT RESOLVED by the Board of Commissioners of the Metropolitan Development and Housing Agency that it hereby approves Substantial Amendment 1 to the 2018-2023 Consolidated Plan and the 2019-2020 Annual Action Plan for Housing and Community Development and authorizes its submission to the Metropolitan Council and the U.S. Department of Housing and Urban Development; and

BE IT FURTHER RESOLVED that the local match required for the Emergency Solutions Grant will be provided by local non-profit organizations selected as sub-grantees. The twenty-five percent local match for the HOME Investment Partnerships Program will be provided by non-federal funds utilized for HOME projects as well as the value of donated land or improvements associated with HOME-funded projects, or by other eligible methods as provided in the HOME regulations."

The motion was seconded by Commissioner Ansari, and upon vote all voted "aye." None voted "no."

Michael Wegerson, Director of Recapitalization, requested Board approval to negotiate a fee and enter into a contract with American Constructors for the Construction Manager at Risk for the Cayce Community Campus project. Mr. Wegerson said there are two phases, preconstruction and construction. The cost for pre-construction services is \$30,000. Once the Guaranteed Maximum Price (GMP) is negotiated, the Board will be asked to approve. After questions and discussion, Commissioner Mosley moved adoption of the following resolution:

Resolution No. 17-19

"RESOLVED by the Board of Commissioners of the Metropolitan Development and Housing Agency, That it hereby awards a contract to American Constructors for the Construction Manager at Risk for the Cayce Community Campus Project, and approves pre-construction services in the amount of \$30,000; and

BE IT FURTHER RESOLVED, That when the Guaranteed Maximum Price (GMP) has been negotiated, staff will request Board approval."

The motion was seconded by Commissioner Batts, and upon vote all voted "aye". None voted "no".

Mr. Wegerson presented a second item requesting Board approval of Early Release Packages 1, 2 and 3 for the construction of Boscobel III in the amount of \$3,811,667.17 with RG Anderson Company, Inc. He said a GMP is expected to be presented to the Board in July. After discussion, Commissioner Mosley moved adoption of the following resolution:

Resolution No. 18-19

"RESOLVED by the Board of Commissioners of the Metropolitan Development and Housing Agency, That it hereby approves Early Release Packages 1, 2, and 3 for the construction of Boscobel III in the amount of \$3,811,667.17 to RG Anderson Company, Inc.; and

BE IT FURTHER RESOLVED, That the above amount will be incorporated into the Guaranteed Maximum Price (GMP) when submitted to the Board for its approval in the coming months."

The motion was seconded by Commissioner Batts, and upon vote all voted "aye". None voted "no".

The Vice Chair recognized Santa Mathis for the recent award received at the Tennessee Community Assistance Corporation meeting in May. The Preston Taylor Resident Association was awarded the Ritchie Resident Leadership Award for the Youth Fine Arts Camp. Ms. Mathis said the camp not only introduced fine arts to the youth but also how to build a strong work ethic. Ms. Grimes said she was very proud of the work of Ms. Mathis and the Resident Association. She said Preston Taylor would celebrate its Strong Family Day on June 12.

There being no further business to come before the Board, the Chair declared the meeting adjourned.

Secretary

APPROVED:

This _____ day of _____, 2019.

Chair

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METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

INTEROFFICE MEMORANDUM

July 3, 2019

TO: James Harbison, Executive Director

FROM: LaTonya Ellis, Administrative Assistant to the Executive Director

SUBJECT: Attendance for Board Meeting – July 9, 2019

Ms. Johnnie Whitelow, President of Carleen B. Waller Manor Resident Association and Ms. Audrey Abbott, Property Manager of Carleen B. Waller Manor, will be present at the Board meeting.


LaTonya Ellis



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DAVID BRILEY
MAYOR

OFFICE OF THE MAYOR
METROPOLITAN COURTHOUSE
NASHVILLE, TENNESSEE 37201
PHONE: (615) 862-6000
EMAIL: mayor@nashville.gov

June 18, 2019

The Honorable Jim Shulman, Vice Mayor
Members of the Metropolitan Council
The Metropolitan Government of Nashville
and Davidson County
Nashville, Tennessee 37201

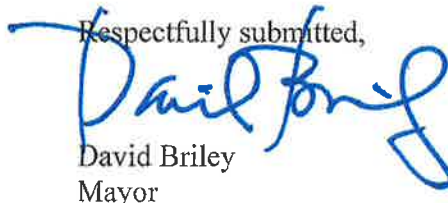
Dear Vice Mayor Shulman and Members of the Council:

Pursuant to the Metropolitan Charter Section 18.04, I hereby appoint, subject to your confirmation as a member of the Metropolitan Development and Housing Agency, the following eligible and qualified person as a representative of Public Housing:

Bishop Marcus A. Campbell, 1645 Treutlan Place, Nashville, TN 37207

Bishop Campbell will fill the unexpired term of Ms. Miniimah Basheer. Bishop Campbell's term will expire July 1, 2022. Your earnest and prompt consideration of this appointment is greatly appreciated.

Respectfully submitted,


David Briley
Mayor

ACTION TAKEN BY RULES AND CONFIRMATION COMMITTEE:

Approved ACTION TAKEN

July 2, 2019 DATE

SIGNED  MEMBER OF COMMITTEE

ACTION TAKEN BY COUNCIL:

CONFIRMED ACTION TAKEN

JULY 2, 2019 DATE

SIGNED  METROPOLITAN CLERK

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY
INTEROFFICE MEMORANDUM

July 1, 2019

TO: Board of Commissioners
FROM: James E Harbison, Executive Director
SUBJECT: Approval of FHA Loan for Madison Towers

The Agency has applied for a FHA-insured 223(f) loan based on the Net Operating Income from Madison Towers, with the loan proceeds to be used as equity for some of our Envision Cayce developments. As the loan review process was finalizing, the fixed interest rate was trending somewhat downwards and we were able to rate lock at 3.44% fixed for 35 years. This allowed the loan amount to increase to \$6,986,400, with the net proceeds after various closing fees being \$6,757,300.

The FHA program requires that the owner/borrower be a single asset entity. Therefore, it will be necessary to transfer the property to the ownership of MDHA Madison Towers, LLC for the duration of the loan term. This entity is 100% owned by MDHA. MDHA will also transfer the Project Based Rental Assistance HAP contract to the LLC. The property will continue to be managed by MDHA's Asset Management Department

It is recommended that the Board of Commissioners adopt the attached resolution which details the structure of the financing, authorizes the Agency to transfer the ownership of the property and the HAP contract to the MDHA Madison Towers, LLC, and authorizes the Executive Director to execute the financing documents on behalf of MDHA and the MDHA Madison Towers, LLC.


James E Harbison

Attachment

INCUMBENCY CERTIFICATE OF
MDHA MADISON TOWERS, LLC

July 9, 2019

The undersigned is the duly elected, qualified and acting Treasurer/Secretary of MDHA MADISON TOWERS, LLC, a Tennessee limited liability company ("Company"), hereby certifies solely in her capacity as an officer of the Company: (a) the undersigned is authorized to execute and deliver this certificate on behalf of the Company; (b) the undersigned holds the office designated on Exhibit "A" referenced below; and (c) the undersigned hereby certifies to the following:

1. The persons named in Exhibit "A" are duly appointed members of the Company, holding the offices in Exhibit "A" set forth opposite their name, and the signatures set forth opposite their names on Exhibit "A" are their genuine signatures.

2. Attached hereto as Exhibit "B" is a true, correct and complete copy of the Resolution (the "Resolution") adopted by the sole member of the Company dated as of July 9, 2019. The Consent has not been amended or revoked and is now in full force and effect as of the date hereof. The Resolutions have not been amended or revoked and are now in full force and effect as of the date hereof.

3. The Company is duly organized, validly existing and in good standing under the laws of the State of Tennessee. Attached hereto as Exhibit "C" is a Certificate of Existence for the Company issued by the Tennessee Secretary of State.

4. Attached hereto as Exhibit "D" is a true and correct copy of the Articles of Organization of the Company together with all amendments thereto.

5. Attached hereto as Exhibit "E" is a true and correct copy of the Operating Agreement of the Company together with all amendments thereto.

6. This certificate is delivered to Walker & Dunlop, LLC ("WD LLC"), Peaseley & Derryberry PLC ("P&D"), the Secretary of Housing and Urban Development ("HUD"), Sherrard Roe Voight & Harbison ("SRVH"), THDA, MDHA, and Reno & Cavanaugh, PLLC ("R&C"). Each of WD LLC, P&D, HUD, SRVH, THDA, MDHA, and R&C, their respective members, managers, successors and assigns, are entitled to rely on this certificate until canceled or amended by delivery to such entity of a further certificate of the Treasurer/Secretary or other officer of the Company.

[SECRETARY'S SIGNATURE APPEARS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has signed this Certificate as of the date first written above.

Melinda Hatfield, Treasurer/Secretary

EXHIBIT "A"

Each of the undersigned officers of the Company has been duly elected to and holds the office designated below and is qualified to act in the present capacity in which he signs for the Company, and the signature appearing opposite his name is his genuine signature.

<u>Incumbent</u>	<u>Office</u>	<u>Signature</u>
James E. Harbison	President	_____
William Biggs	Vice President	_____
Melinda Hatfield	Treasurer/Secretary	_____

EXHIBIT "B"

**RESOLUTION BY THE BOARD OF COMMISSIONERS OF METROPOLITAN
DEVELOPMENT AND HOUSING AGENCY**

Effective Date: July 9, 2019

The undersigned, being a quorum of the Board of Commissioners of Metropolitan Development and Housing Agency ("MDHA"), at a duly called meeting on July 9, 2019, acting in accordance with the applicable provisions of the T.C.A. § 13-20-101, et. seq., and its Charter and Bylaws, do hereby adopt the following resolutions to be effective as of the date hereof:

WHEREAS, MDHA was organized to acquire, construct, develop, lease, manage, operate, sell, and otherwise provide and address matters concerning decent and affordable housing in the City of Nashville, Tennessee;

WHEREAS, MDHA MADISON TOWERS, LLC, a Tennessee limited liability company ("Company") was created by MDHA to own and operate and improve property located at 591 North Dupont Avenue, Madison, Tennessee 37115 known as Madison Towers (the "Property");

WHEREAS, MDHA, the sole member and manager of the Company, desires to transfer fee simple title to the Property to the Company and will execute a quitclaim deed conveying the Property to the Company (the "Deed");

WHEREAS, Walker & Dunlop, LLC, a Delaware limited liability company ("HUD Lender"), is making a loan to the Partnership, insured by the Secretary of Housing of Urban Development ("HUD") under Section 207 pursuant to Section 223(f) of the National Housing Act, as amended, in the approximate principal amount of Six Million Nine Hundred Eighty-Six Thousand Four Hundred and No/100 Dollars (\$6,986,400.00) (the "Loan"), to be secured by a deed of trust lien on the Property;

WHEREAS, MDHA and the Company desire to execute and deliver an Assignment, Assumption and Amendment Agreement, Section 8 Housing Assistants Payments Contract by and among the MDHA, the Company and the United States Department of Housing and Urban Development, pursuant to which the Section 8 Housing Assistance Payments Contract Number TN43RD00007 for units in the Property is assigned by MDHA to the Company (the "HAP Assignment");

NOW BE IT THEREFORE RESOLVED, the MDHA, on its own behalf and on behalf of the Company as sole member of the Company, is hereby authorized and directed to negotiate, execute, deliver and perform any and all documents, instruments and agreements necessary or required for the acquisition of the Property substantially in the form of those approved by the Authorized Representative, including, without limitation, the Deed and such other documents or agreements contemplated thereunder or in connection therewith (the "Purchase Documents");

FURTHER RESOLVED, that MDHA, on behalf of the Company, as the sole member of the Company, in connection with the Loan, is hereby authorized and directed to negotiate, execute, deliver, perform and/or accept any and all documents, instruments and agreements required by the HUD Lender for the Loan, substantially in the form of those approved by the Authorized Representative (as defined below), including, without limitation, any and all promissory notes, loan agreements, deeds of trust, security agreements, regulatory agreements and such other documents or agreements contemplated or required thereunder or in connection therewith (the "Loan Documents");

FURTHER RESOLVED, that MDHA on its own behalf and on behalf of the Company as sole member of the Company, is hereby authorized to execute and deliver the HAP Assignment and is authorized and directed to negotiate, execute, deliver and perform any and all documents, instruments and agreements necessary or required for delivery of the HAP Assignment (together with the Purchase Documents and the Loan Documents the "Transaction Documents");

FURTHER RESOLVED, that the form, terms and provisions of the Transaction Documents are hereby in each and every respect approved, ratified and confirmed, and each and every transaction effected or to be effected pursuant to, and in substantial accordance with, the terms of the Transaction Documents and each and every document contemplated therein, are hereby in each and every respect authorized, approved, ratified and confirmed;

FURTHER RESOLVED, that Charles Robert Bone, the Chairman, Emily Thaden, the Vice Chairman for Housing, Aole Ansari, the Vice Chairman for Development, James E. Harbison, acting as either the Secretary-Treasurer or Executive Director, and James L. Thiltgen, acting as Deputy Executive Director in the absence of the Executive Director, respectively, of MDHA (each, an "Authorized Officer"), be, and they hereby are, or any one of them, acting alone, be, and he hereby is, authorized and empowered, on behalf of MDHA, to execute and deliver the Transaction Documents and all documents contemplated therein, and that any and all documents previously executed and delivered by the Chairman, Vice Chairman for Housing, Vice Chairman for Development, Secretary-Treasurer, Executive Director and/or Deputy Executive Director of MDHA with respect to the Project are hereby ratified and approved; and

FURTHER RESOLVED, that any and all acts heretofore taken by any officer of MDHA in connection with the matters authorized by the foregoing resolutions are hereby ratified, confirmed, adopted and approved by the Board of Commissioners of MDHA.

(Remainder of Page Intentionally Left Blank)

CERTIFICATE

I, James E. Harbison, do hereby certify that I am the duly elected Secretary-Treasurer of MDHA and the keeper of records of MDHA. These resolutions were duly adopted at the meeting of the Board of Commissioners of MDHA, held in accordance with the Charter and Bylaws of MDHA, at the office of the MDHA at 701 South 6th Street, Nashville, Tennessee, on the 9th day of July, 2019.

By: _____
James E. Harbison,
Secretary/Treasurer

EXHIBIT "C"

Certificate of Existence for the Company

[SEE ATTACHED]

EXHIBIT "D"

Articles of Organization

[SEE ATTACHED]

EXHIBIT “E”

Operating Agreement

[SEE ATTACHED]

9

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

INTEROFFICE MEMORANDUM

July 9, 2019

TO: MDHA Board of Commissioners

FROM: James Harbison, MDHA Executive Director

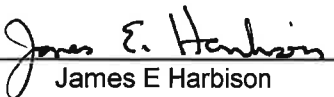
SUBJECT: Approval of Resolution for Boscobel III / Red Oak Flats

The enclosed resolution authorizes the financing for the approximately \$34.8 million project Boscobel III / Red Oaks Flats development (102 total units; 45 PBRA units and 57 workforce and market-rate units). Pinnacle Bank (or a subsidiary) will provide approximately \$11.3 million in Low Income Housing Tax Credit (LIHTC) equity (representing \$0.94 per tax credit dollar), of which approximately \$338,000 is expected to be funded at closing. Additionally, Pinnacle will provide approximately \$7.4 million in proceeds from a Community Investment Tax Credit (CITC) construction and/or permanent loan, a CITC equity bridge loan in the approximate amount of \$670,000.00, and a market equity bridge loan in the approximate amount of \$10.3 million. The majority of Pinnacle's LIHTC equity will be provided after the completion of construction and stabilization and will be used to take out the bridge loans. The LIHTC equity and the proceeds of the loans will be provided by Pinnacle directly to Boscobel III, L.P., the owner of the development.

The balance of the financing, approximately \$16.1 million, would be a cash equity contribution provided by MDHA. This cash equity contribution would be structured as a loan to Boscobel III, L.P. It is anticipated that a portion of this loan, approximately \$500,000.00, will be provided by HOME funds. In addition, for purposes of utilizing the LIHTC, MDHA will convey the property via a 99-year ground lease to Boscobel III, L.P. MDHA will provide development services. Consistent with previously-entered LIHTC deals, the partnership agreement with Pinnacle is structured so that MDHA may purchase the project at the end of a 15-year tax credit compliance period.

In addition, MDHA has been coordinating with HUD on the approved transfer of assistance process. In accordance with this HUD-approved process, MDHA and Boscobel III, L.P. will enter into an agreement with HUD to bifurcate the Cayce Housing Assistance Payments (HAP) Contract and transfer PBRA assistance from the Cayce HAP Contract to the project. The result of such bifurcation is two HAP Contracts, both of which adopt the existing terms of the original Cayce HAP Contract, except for a minor amendment which reflects an update in the standard HUD documents.

It is recommended that the Board of Commissioners adopt the attached resolution which details the structure of the financing and authorizes MDHA to undertake its several responsibilities in the development of the project.


James E Harbison

Attachment

INCUMBENCY CERTIFICATE OF
METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

Effective Date: July 9, 2019

1. The undersigned is the duly elected, qualified and acting Secretary-Treasurer of Metropolitan Development and Housing Agency ("MDHA").

2. Attached hereto as Exhibit "A" is a true, correct and complete copy of certain resolutions adopted by the Board of Commissioners of MDHA on July 9, 2019 (the "Resolutions"). The Resolutions have not been amended or revoked and are now in full force and effect.

3. Attached hereto as collective Exhibit "B" is a true, correct, and complete copy of each of the following: The (original) Certificate of Incorporation of MDHA filed with the Tennessee Secretary of State on November 9, 1938, including all Amendments thereto (the "Charter"). The Charter has not been amended or supplemented in any respect since August 16, 1984, and is in full force and effect on the date hereof.

4. Attached hereto as Exhibit "C" is a true, correct, and complete copy of the Bylaws of MDHA, as now in full force and effect.

5. The following persons are duly elected officers of MDHA, holding the office as shown below, and the signature set forth opposite the name of such officers is his true and actual signature:

<u>Incumbent</u>	<u>Office</u>	<u>Signature</u>
Charles Robert Bone	Chairman	
Emily Thaden	Vice Chairman for Housing	
Aole Ansari	Vice Chairman for Development	
James E. Harbison	Secretary-Treasurer and Executive Director	

6. This certificate is delivered to Pinnacle Bank ("Bank") and (the "Investor"), Pinnacle Community Development SLP, Inc. ("SLP"), Barnes & Thornburg, LLP ("Barnes") and Reno & Cavanaugh, PLLC ("R&C"). Each of the Bank, the Investor, SLP, Barnes and R&C, their respective members, managers, successors and assigns, are entitled to rely on this certificate until canceled or amended by delivery to such entity of a further certificate of the Secretary or other officer of the MDHA.

IN WITNESS WHEREOF, the undersigned has signed this Certificate as of the date first written above.

James E. Harbison, Secretary-Treasurer and
Executive Director

I, Charles Robert Bone, Chairman of the MDHA Board of Commissioners, do hereby certify that James E. Harbison is the duly elected and acting Secretary-Treasurer and Executive Director of MDHA, and that the above is his signature.

Charles Robert Bone, Chairman

EXHIBIT "A"

**RESOLUTION BY THE BOARD OF COMMISSIONERS OF METROPOLITAN
DEVELOPMENT AND HOUSING AGENCY**

Effective Date: July 9, 2019

The undersigned, being a quorum of the Board of Commissioners of Metropolitan Development and Housing Agency ("MDHA"), at a duly called meeting on July 9, 2019, acting in accordance with the applicable provisions of the T.C.A. § 13-20-101, et. seq., and its Charter and Bylaws, do hereby adopt the following resolutions to be effective as of the date hereof:

WHEREAS, MDHA was organized to acquire, construct, develop, lease, manage, operate, sell, and otherwise provide and address matters concerning decent and affordable housing in the City of Nashville, Tennessee;

WHEREAS, Boscobel III, L.P., a Tennessee limited partnership ("Partnership"), was created to construct improvements on the Property known as Red Oaks Flats, consisting of 45 low-income housing units and 57 workforce and market-rate units (the "Project");

WHEREAS, MDHA is the developer of the Project;

WHEREAS, MDHA Boscobel III, Inc. (the "General Partner") is the General Partner of the Partnership, created for the purposes of implementing the Project; the MDHA Housing Trust Corporation, a Tennessee nonprofit corporation and an instrumentality of MDHA ("MDHA HTC"), is the sole shareholder of the General Partner; and MDHA has designated the MDHA HTC as its agent for owning and controlling the Project pursuant to Tennessee Code Annotated Section 13-20-104(b);

WHEREAS, MDHA will execute a long-term, 99-year ground lease to convey the Property to the Partnership (the "Ground Lease"), evidenced with a Memorandum of Ground Lease which will be recorded with the Davidson County Register of Deeds (the "Memorandum of Ground Lease," together with the Ground Lease the "Ground Lease Documents");

WHEREAS, the Project qualifies for the Payment Lieu of Taxes ("PILOT") program pursuant to the Cooperation Agreement between MDHA and the Metropolitan Government of Nashville and Davidson County dated as of July 10, 2017 (the "Cooperation Agreement");

WHEREAS, Pinnacle Bank (the "Bank") is making a construction and or permanent loan to the Partnership in the approximate principal amount of Seven Million Four Hundred Thousand Dollars (\$7,400,000.00), or such amount as an authorized officer may deem necessary to consummate the transactions contemplated in this Resolution, utilizing the Community Investment Tax Credit ("CITC") program (the "CITC Construction Loan"), evidenced by a note and all instruments and documents securing the CITC Loan (the "CITC Construction Loan Documents");

WHEREAS, the Bank is making an equity bridge loan to the Partnership in the approximate principal amount of Six Hundred Seventy Thousand Dollars (\$670,000.00), or such amount as an authorized officer may deem necessary to consummate the transactions contemplated in this Resolution, utilizing the CITC program (the "CITC Equity Bridge Loan," together with the CITC Construction Loan the "CITC Loans"), evidenced by a note and all instruments and documents securing the CITC Equity Bridge Loan (the "CITC Bridge Loan Documents," together with the CITC Construction Loan Documents, the "CITC Loan Documents");

WHEREAS, the Bank is also making a market equity bridge loan to the Partnership in the approximate principal amount of Ten Million Three Hundred Thousand Dollars (\$10,300,000.00), or such amount as an authorized officer may deem necessary to consummate the transactions contemplated in this Resolution (the "Market Equity Bridge Loan", together with the "CITC Loans" the "Pinnacle Loans"), evidenced by a note and all instruments and documents securing the Market Equity Bridge Loan (the "Market Equity Bridge Loan Documents", together with the CITC Loan Documents the "Pinnacle Loan Documents");

WHEREAS, MDHA will execute certain guaranty agreements in favor of Pinnacle Bank in conjunction with the Pinnacle Loans (the "Debt Guaranty");

WHEREAS, MDHA is making a loan to the Partnership in the approximate principal amount of Sixteen Million One Hundred Thousand Dollars (\$16,100,000.00), or such amount as an authorized officer may deem necessary to consummate the transactions contemplated in this Resolution (the "MDHA Loan"), evidenced by a note and all instruments and documents securing the MDHA Loan (collectively, the "MDHA Loan Documents");

WHEREAS, the General Partner intends to enter into an Amended and Restated Agreement of Limited Partnership with Pinnacle Bank (the "Investor"), and Pinnacle Community Development SLP, Inc. (the "SLP") (together, the Investor and SLP are referred to herein as the "Investors"), and the General Partner whereby MDHA shall serve as guarantor and execute a Guaranty Agreement (the "Equity Guaranty"), Purchase Option Agreement (the "Option"), and the Development Agreement (collectively, the Equity Guaranty, Option, and Development Agreement are referred to herein as the "Equity Documents");

NOW BE IT THEREFORE RESOLVED, that MDHA, on its own behalf, is hereby authorized and directed to execute and deliver the Lease Documents and all other documents, agreements, and instruments necessary to transfer the Property to the Partnership;

FURTHER RESOLVED, that MDHA, on its own behalf, is hereby authorized and directed to negotiate, execute, deliver and perform any documents, instruments and agreements required for the purpose of effectuating a PILOT as may be required by the Cooperation Agreement (collectively, the "PILOT Documents");

FURTHER RESOLVED, that MDHA, on its own behalf, is hereby authorized and directed to negotiate, execute, deliver, and perform the MDHA Loan Documents, as well as any and all other documents, instruments, and agreements contemplated thereunder or required for purposes of entering into the Pinnacle Loan Documents;

FURTHER RESOLVED, that MDHA, on its own behalf, is hereby authorized and directed to negotiate, execute, deliver and perform the Debt Guaranty, as well as any and all documents, instruments and agreements contemplated thereunder or required for purposes of the Partnership entering into the Pinnacle Loan Documents or for the purposes of entering into any equity guaranty or funding any reserve agreements as may be required by Lender to consummate the transactions contemplated in this Resolution;

FURTHER RESOLVED, that MDHA, on its own behalf, is hereby authorized and directed to negotiate, execute, deliver and perform the Equity Documents, as well as any and all documents, instruments and agreements contemplated thereunder or required for purposes of entering into the Equity Documents or for the purposes of entering into any equity guaranty or funding any reserve agreements as may be required by Lender to consummate the transactions contemplated in this Resolution;

FURTHER RESOLVED, that the form, terms and provisions of the Lease Documents, PILOT Documents, the Debt Guaranty, the MDHA Loan Documents, and the Equity Documents, are hereby in each and every respect approved, ratified and confirmed, and each and every transaction effected or to be effected pursuant to, and in substantial accordance with, the terms of the Lease Documents, PILOT Loan Documents, the Debt Guaranty, and the Equity Documents and each and every document contemplated therein, are hereby in each and every respect authorized, approved, ratified and confirmed;

FURTHER RESOLVED, that Charles Robert Bone, the Chairman, Emily Thaden, the Vice Chairman for Housing, Aole Ansari, the Vice Chairman for Development, James E. Harbison, acting as either the Secretary-Treasurer or Executive Director, and James L. Thiltgen, acting as Deputy Executive Director in the absence of the Executive Director, respectively, of MDHA (each, an "Authorized Officer"), be, and they hereby are, or any one of them, acting alone, be, and he hereby is, authorized and empowered, on behalf of MDHA, to execute and deliver the Lease Documents, PILOT Documents, the Debt Guaranty, and the Equity Documents, and all documents contemplated therein, and that any and all documents previously executed and delivered by the Chairman, Vice Chairman for Housing, Vice Chairman for Development, Secretary-Treasurer, Executive Director and/or Deputy Executive Director of MDHA with respect to the Project are hereby ratified and approved; and

FURTHER RESOLVED, that any and all acts heretofore taken by any officer of MDHA in connection with the matters authorized by the foregoing resolutions are hereby ratified, confirmed, adopted and approved by the Board of Commissioners of MDHA.

(Remainder of Page Intentionally Left Blank)

CERTIFICATE

I, James E. Harbison, do hereby certify that I am the duly elected Secretary-Treasurer of MDHA and the keeper of records of MDHA. These resolutions were duly adopted at the meeting of the Board of Commissioners of MDHA, held in accordance with the Charter and Bylaws of MDHA, at the office of the MDHA at 701 South 6th Street, Nashville, Tennessee, on the 9th day of July, 2019.

By: _____
James E. Harbison,
Secretary/Treasurer

EXHIBIT "B"

Charter of the Company

EXHIBIT "C"

Bylaws of the Company

10

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

INTEROFFICE MEMORANDUM

July 9, 2019

TO: Board of Commissioners

FROM: David Dellinger, Chief of Operations

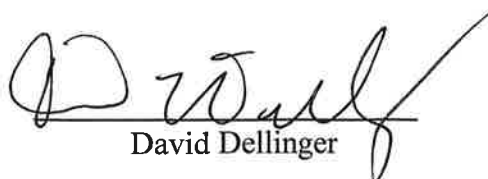
SUBJECT: Boscobel III, L.P. Construction Manager GMP, adjusted Architect's Fee, and Owner Contingency

Board approval is requested for the following items for the Boscobel III Project and for authorization for the Executive Director to sign all associated documentation on behalf of the agency:

1. Construction Manager's Guaranteed Maximum Price (GMP) of \$27,401,632, including \$889,422 (3.3%) Owner-Controlled Contractor Contingency;
2. Architect's Fee for Basic Services as adjusted to 4.8% of the GMP is now \$1,315,280 plus additional services approved previously of \$292,001, for a total Architect's Fee of \$1,607,281;
3. Owner Contingency of \$1,360,000 (5.0%);
4. Total Project Budget of \$34,519,017;

Boscobel III will be located along South 7th Street between Dew Street and Lenore Street. The project will consist of 102 apartments in a single 4-story stick framed building over 1-story of concrete podium, surface and below grade parking. The cost of construction includes the extension of Dew Street to connect to neighboring Shelby Hills and the improvement of South 7th Street to meet the requirements of Metro Planning and Metro Public Works. The unit mix will include 1, 2, 3, 4, and 5 bedroom units. 45 of the units will be Project Based Rental Assistance (PBRA) units at 60% AMI and below to satisfy the LIHTC requirements.

At the November 13, 2018, meeting the Board approved MDHA to enter into negotiations with R.G. Anderson Company, Inc., as Construction Manager at Risk. The Architect, EOA Architects, provided R.G. Anderson with 50% Construction Documents for pricing. R.G. Anderson has provided MDHA a Guaranteed Maximum Price proposal for \$27,401,632 to construct Boscobel III. This GMP includes \$24,211,048 (\$237,363/ unit) for on-site construction costs, \$2,301,162 for off-site construction costs, and \$889,422 for Owner-Controlled Contractor contingency. The GMP must be accepted by August 17th, 2019. The date of Substantial Completion is scheduled for September 30th, 2020.


David Dellinger

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METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

INTEROFFICE MEMORANDUM

July 9, 2019

TO: MDHA Board of Commissioners

FROM: James Harbison, MDHA Executive Director

SUBJECT: Approval of Bifurcation of Cayce Housing Assistance Payments Contracts – Kirkpatrick Park, Boscobel I, and Boscobel II

Coordination with HUD on the transfer of PBRA assistance from Cayce Homes to new mixed-income properties within Envision Cayce is ongoing. As part of the HUD-approved transfer of assistance process, MDHA will enter into one or more agreements with HUD to split the Cayce Housing Assistance Payments (HAP) Contract and transfer PBRA assistance from Cayce to Kirkpatrick Park (36 PBRA units out of a total of 94 townhomes), Boscobel I (50 PBRA units out of a total of 96 apartments), and Boscobel II (45 PBRA units, including 8 townhomes and 37 apartments, out of a total of 101 units, including 13 townhomes and 88 apartments). The result of such split is four HAP contracts—one for Cayce and one for each of the new properties—all of which adopt the existing terms of the original Cayce HAP Contract, except for an amendment to the subsection on Owner's Warranties, set forth in the attached bifurcation agreements. The new HAP Contracts will also have different effective dates but will run with the original initial 20 year term of the Cayce HAP Contract that commenced July 1, 2018.

It is recommended that the Board of Commissioners approve the form of the attached bifurcation agreements and authorize MDHA and its Executive Director to enter into such Agreements.


James E Harbison

Attachment

**RESOLUTION BY THE BOARD OF COMMISSIONERS OF METROPOLITAN
DEVELOPMENT AND HOUSING AGENCY**

Effective Date: July 9, 2018

The undersigned, being a quorum of the Board of Commissioners of Metropolitan Development and Housing Agency (“MDHA”), at a duly called meeting on July 9, 2019, acting in accordance with the applicable provisions of the T.C.A. § 13-20-101, et. seq., and its Charter and Bylaws, do hereby adopt, the following resolutions to be effective as of the date hereof:

WHEREAS, MDHA, was organized to acquire, construct, develop, lease, manage, operate, sell, and otherwise provide and address matters concerning, decent and affordable housing in the City of Nashville, Tennessee;

WHEREAS, MDHA Kirkpatrick Park, LLC, a Tennessee limited liability company (“Kirkpatrick, LLC”), was created to construct and own improvements known as Kirkpatrick Park, consisting of 36 low-income housing units, 38 market-rate units and 20 workforce-rate units on a site located at 620 South 9th Street, in Nashville, Davidson County, Tennessee 37206 (“Kirkpatrick Park”);

WHEREAS, at duly called meetings of the MDHA Board of Commissioners held on July 7, 2017 and November 21, 2017, resolutions authorizing MDHA’s participation in the financing and development of the Project and identifying persons authorized to execute transaction documents were approved (the “Kirkpatrick Park Resolutions”);

WHEREAS, Boscobel I, L.P., a Tennessee limited partnership (“Boscobel I, L.P.”), was created to construct and own improvements known as Boscobel I, consisting of 50 low-income housing units, 22 market-rate units and 24 workforce-rate units on a site located at 800 South 6th Street, in Nashville, Davidson County, Tennessee (“Boscobel I”);

WHEREAS, at duly called meetings of the MDHA Board of Commissioners held on May 15, 2018 and June 12, 2018, incumbency certificates and resolutions authorizing MDHA’s participation in the financing and development of the Project and identifying persons authorized to execute transaction documents were approved (the “Boscobel I Resolutions”);

WHEREAS, CP II, L.P., a Tennessee limited partnership (“CP II, L.P.”) was created to construct improvements known as Boscobel II, consisting of 45 low-income housing units, 41 market-rate units, and 15 workforce-rate units on a site located at 603 Lenore Street, in Nashville, Davidson County, Tennessee (“Boscobel II”);

WHEREAS, at duly called meetings of the MDHA Board of Commissioners held on October 9, 2018, incumbency certificates and resolutions authorizing MDHA’s participation in the financing and development of Boscobel II and identifying persons authorized to execute transaction documents were approved (the “Boscobel II Resolutions”, together with the Kirkpatrick Park Resolutions and the Boscobel I Resolutions, the “Financing Resolutions”);

WHEREAS, MDHA and the United States of America, acting by and through the Secretary of the Department of Housing and Urban Development (“HUD”), entered into a PBRA Housing Assistance Payments Contract on April 19, 2018 (the “Original RAD HAP Contract”), following the conversion of public housing units to project-based assistance under Section 8 of the United States Housing Act of 1937, 42 U.S.C. § 1437f, as authorized under the Rental Assistance Demonstration (“RAD”), relating to Section 8 Project Number is TN43RD00021, under the project name “Boscobel Heights”;

WHEREAS, in addition to loans and transactions described in the Primary Resolutions, MDHA wishes to authorize and facilitate the transfer of the Original RAD HAP Contract to provide RAD project-based assistance to Kirkpatrick Park, Boscobel I and Boscobel II;

WHEREAS, in order to facilitate the transfer of the Original RAD HAP Contract to provide RAD project-based assistance to Kirkpatrick Park, MDHA as owner of Boscobel Heights, Kirkpatrick Park, LLC and the HUD will enter in to a Bifurcation Agreement pursuant to which HUD will consent to the bifurcation the Original RAD HAP Contract to reflect two projects and two PBRA Housing Assistance Payments Contracts, one covering the remaining 750 units located on the Boscobel Heights site and the other covering the 36 low-income housing units at Kirkpatrick Park, (the “Kirkpatrick Agreement”);

WHEREAS, in order to facilitate the transfer of the Original RAD HAP Contract provide RAD project-based assistance to Boscobel I, MDHA as owner of Boscobel Heights, Boscobel I, L.P. and HUD will enter in to a Bifurcation Agreement pursuant to HUD will consent to the bifurcation of the Original RAD HAP Contract, as amended, to reflect two projects and two PBRA Housing Assistance Payments Contract, one covering the 50 low-income housing units at Boscobel I and the other covering the remaining 700 units located on the Boscobel Heights site after the effective date of the Boscobel I Agreement (the “Boscobel I Agreement”);

WHEREAS, in order to facilitate the transfer of the Original RAD HAP Contract to provide RAD project-based assistance to Boscobel II, MDHA as owner of Boscobel Heights, CP II, L.P. and HUD will enter in to a bifurcation agreement pursuant to which HUD will consent to the bifurcation of the Original RAD HAP Contract, as amended, to reflect two projects and two PBRA Housing Assistance Payments Contracts, one covering the 45 low-income housing units at Boscobel II the other covering the remaining 655 units located on the Boscobel Heights site after the effective date of the Boscobel II Agreement (the “Boscobel II Agreement” together with the Boscobel I Agreement and the Boscobel II Agreement the “Bifurcation Agreements”);

NOW, THEREFORE, BE IT RESOLVED, that MDHA on its own behalf, and as the sole member of Kirkpatrick Park, LLC, is hereby authorized and directed to enter into the Kirkpatrick Park Agreement and execute, deliver and perform any and all other documents, instruments, and agreements contemplated under the Kirkpatrick Park Agreement, or otherwise required for purposes of entering into the Kirkpatrick Park Agreement;

NOW, THEREFORE, BE IT RESOLVED, that MDHA on its own behalf, is hereby authorized and directed to enter into the Boscobel I Agreement and to execute, deliver and perform any and all other documents, instruments and agreements contemplated under the

Boscobel I Agreement or otherwise required for purposes of entering into the Boscobel I Agreement;

NOW, THEREFORE, BE IT RESOLVED, that MDHA on its own behalf, is hereby authorized and directed to enter into the Boscobel II Agreement and to execute, deliver and perform any and all other documents, instruments and agreements contemplated under the Boscobel II Agreement or otherwise required for purposes of entering into the Boscobel II Agreement;

FURTHER RESOLVED, that Charles Robert Bone, the Chairman, Emily Thaden, the Vice Chairman for Housing, Aole Ansari, the Vice Chairman for Development, James E. Harbison, acting as either the Secretary-Treasurer or Executive Director, and James L. Thiltgen, acting as Deputy Executive Director in the absence of the Executive Director, respectively, of MDHA (each, an "Authorized Officer"), be, and they hereby are, or any one of them, acting alone, be, and he or she hereby is, authorized and empowered, on behalf of MDHA, and Kirkpatrick Park LLC, as applicable, to execute and deliver the Bifurcation Agreements and all documents contemplated therein, and that any and all documents previously executed and delivered by the Chairman, Vice Chairman for Housing, Vice Chairman for Development, Secretary-Treasurer, Executive Director and/or Deputy Executive Director of MDHA with respect to the Bifurcation Agreements are hereby ratified and approved; and

FURTHER RESOLVED, that any and all acts heretofore taken by any officer of MDHA in connection with the matters authorized by the foregoing resolutions are hereby ratified, confirmed, adopted and approved by the Board of Commissioners of MDHA.

CERTIFICATE

I, James E. Harbison, do hereby certify that I am the duly elected Secretary/Treasurer of MDHA and the keeper of records of MDHA. These resolutions were duly adopted at the meeting of the Board of Commissioners of MDHA, held in accordance with the Charter and Bylaws of MDHA, at the office of the MDHA at 701 South 6th Street, Nashville, Tennessee, on the 9th day of July, 2019.

By: _____
James E. Harbison,
Secretary/Treasurer

**UNITED STATES DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT**

**OFFICE OF MULTIFAMILY HOUSING PROGRAMS
(OFFICE OF RECAPITALIZATION)**

**BIFURCATION OF PROJECT-BASED SECTION 8 HOUSING ASSISTANCE PAYMENTS
CONTRACT ISSUED UNDER THE RENTAL ASSISTANCE DEMONSTRATION FOR THE
MULTIFAMILY HOUSING PROJECT KNOWN AS:**

**“BOSCOBEL HEIGHTS”
(SECTION 8 PROJECT NUMBER TN43RD00021)**

BIFURCATION AGREEMENT

This instrument, “Bifurcation of Project-Based Section 8 Housing Assistance Payments Contract issued under the Rental Assistance Demonstration for the Multifamily Housing Project known as “Boscobel Heights” (Section 8 Project Number TN43RD00021)”, provides as follows:

I. RECITALS

A. The United States of America, acting by and through the Secretary of the Department of Housing and Urban Development (“**HUD**”), and the Metropolitan Development and Housing Agency, a public body and a body corporate and politic organized under the Tennessee Housing Authorities Law, T.C.A. §13-20-101, et seq. (“**MDHA**”), entered into a PBRA Housing Assistance Payments Contract on April 19, 2018 (the “**Original RAD HAP Contract**”), following the conversion of public housing units to project-based assistance under Section 8 of the United States Housing Act of 1937, 42 U.S.C. § 1437f, as authorized under the Rental Assistance Demonstration (“**RAD**”). See Consolidated and Further Continuing Appropriations Act, 2012, Pub. L. No. 112-55 (approved Nov.18, 2011). The Section 8 Project Number is TN43RD00021. Section 1.4(b) of the Original RAD HAP Contract identifies the project name as “**Boscobel Heights**”.

B. Section 1.3(a) of the Original RAD HAP Contract reflects an effective date of June 1, 2018, and a term of twenty (20) years. Section 1.4(b) of the Original RAD HAP Contract reflects a total of seven hundred eighty-six (786) covered units, including: two hundred (200) 1-bedroom units, three hundred forty-four (344) 2-bedroom units, one hundred ninety (190) 3-bedroom units, forty-four (44) 4-bedroom units, and eight (8) 5-bedroom units, located on the following site: 701 7th Street, Nashville, Tennessee 37206.

C. The Original RAD HAP Contract was executed on the contract form in use at that time for conversions under RAD from public housing to project-based section 8 (HUD Form 52620, OMB Approval 2577-0276).*

D. In November 2017, an MDHA affiliate, MDHA Kirkpatrick Park, LLC, completed an initial FHA closing, under section 221(d)(4) of the National Housing Act, for the development of Kirkpatrick Park located at 804 Sylvan Street, Nashville, Tennessee 37206 (“**Kirkpatrick Park**”). In connection with such initial closing (and the upcoming final closing), MDHA, as contemplated by HUD, requests the bifurcation of the Original RAD HAP Contract to provide RAD project-based assistance to Kirkpatrick Park, located off-site of the original Boscobel Heights RAD development.

E. HUD has agreed to a request by MDHA to bifurcate the Original RAD HAP Contract to reflect the resulting two (2) projects and two (2) PBRA Housing Assistance Payments Contracts (each, a “**HAP Contract**”). One resulting HAP Contract will cover the remaining seven hundred fifty (750) units located on the Boscobel Heights site, the owner of which shall continue to be MDHA. Boscobel Heights shall remain known as “Boscobel Heights”

* No date appears beside the HUD form number, as usual, in the footer of each page.

and shall retain the Section 8 Project Number of the Original RAD HAP Contract (i.e., Section 8 Project Number of TN43RD00021).

F. The other resulting HAP Contract will cover thirty-six (36) units at the Kirkpatrick Park site, the project owner of which shall be MDHA Kirkpatrick Park, LLC. Kirkpatrick Park shall be known as "Kirkpatrick Park". The Section 8 Project Number for this project is TN43RD00025.

G. Both HAP Contracts shall have an effective date of [August 1, 2019] and a term of [nineteen (18) years and ten (10) months].

H. For purposes of rent adjustments in accordance with section 2.8 of the two (2) resulting HAP Contracts, the anniversary of the HAP Contracts shall be [July 1]. The first OCAF rent adjustment for both projects shall be [July 1, 2020].

I. HUD, MDHA, and MDHA Kirkpatrick Park, LLC, agree to abide by the basic underlying arrangement reflected in the Original RAD HAP Contract by which HUD shall make housing assistance payments on behalf of eligible families occupying decent, safe, and sanitary dwellings. However, they further covenant that the agreement shall be memorialized on the contract forms currently in use for conversions under RAD from public housing to project-based section 8 (Forms HUD-52620 (04/2017) and HUD-52618 (04/2017)), which HUD began using on or around April 1, 2017.

II. BIFURCATION, REPLACEMENT OF ORIGINAL RAD HAP CONTRACT WITH TWO RAD HAP CONTRACTS ON FORMS HUD-52620 and HUD-52618 (04/2017), AND AMENDMENT

A. After bifurcation, the Original RAD HAP Contract shall be replaced by two (2) HAP Contracts, one for BOSCOBEL HEIGHTS, the other for KIRKPATRICK PARK, as detailed above. Both HAP Contracts shall be executed on Forms HUD-52620 and HUD-52618 (04/2017) and shall be governed by all of its terms, except for HUD-52618 section 2.1(b) ("**Condition of the Property**"), which is hereby amended to read as follows:

"The Owner warrants that the rental units to be leased by the Owner under the HAP Contract are in decent, safe, and sanitary condition (as defined and determined in accordance with HUD regulations and procedures). The Owner further warrants that it will remedy any defects or omissions covered by this warranty throughout the initial term and during any renewal term of the HAP Contract."

B. All other terms of the HAP Contracts shall remain the same.

[The remainder of this page has been left blank intentionally]

SIGNATURE PAGE

Owner of BOSCOBEL HEIGHTS

Metropolitan Development and Housing Agency

By: _____
Signature of authorized representative

Name of Signatory (Print or Type)
James E. Harbison

Official Title (Print or type)
Executive Director

Date (mm/dd/yyyy): _____

Owner of KIRKPATRICK PARK

MDHA Kirkpatrick Park, LLC

By: _____
Signature of authorized representative

Name of Signatory (Print or Type)
James E. Harbison

Official Title (Print or type)
President

Date (mm/dd/yyyy): _____

United States of America

Secretary of Housing and Urban Development

By: _____
Signatory of authorized representative

Name of Signatory (Print or Type)

Official Title (Print or Type)

Date (mm/dd/yyyy): _____

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY
INTEROFFICE MEMORANDUM

July 9, 2019

TO: MDHA Board of Commissioners

FROM: James Harbison, MDHA Executive Director

SUBJECT: Approval of Amendments to Capitol Mall and Phillips Jackson Loan Agreements

In response to the Tax Increment Financing (TIF) Study and Formulating Committee's May 7, 2019 Report, MDHA is conducting a full assessment of its TIF conduit debt portfolio. MDHA's consultant, the SEC-registered Municipal Financial Advisory Group InnoVative Capital, is working with MDHA on this assessment and will present its comprehensive recommendations and report at a later date.

In review of existing Loan and Security Agreements regarding tax-increment financing loans within the Capitol Mall and Phillips-Jackson redevelopment districts, MDHA, InnoVative Capital, and lender Regions Bank identified approximately \$7.5 million in funds in debt service accounts that were in excess of the required minimum debt service for 2019 ("excess cash flow"). Per the terms of the loan agreements, these funds would be used to pay down additional principal on July 1. MDHA has asked—and Regions has agreed—to waive this term of the loan agreements and allow the excess cash flow to be transferred to MDHA, which would then fund a transfer of the excess cash flow to the Metropolitan Government. To effectuate this, it is requested that the Board approve the terms of the attached Resolution regarding these transfer and approve the attached Amendments to the Capitol Mall and Phillips-Jackson Loan and Security Agreements.

It is recommended that the Board of Commissioners approve the form of the attached resolution and loan amendments and authorize MDHA and its Executive Director to enter into such amendments and take all such action necessary to complete the transfer of the excess cash flow to the Metropolitan Government.


James E Harbison

Attachments

RESOLUTION NO. -19

RESOLUTION AUTHORIZING AND APPROVING ALL DOCUMENTS AND INSTRUMENTS TO BE EXECUTED AND DELIVERED BY THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, AND ALL ACTIONS AND MATTERS NECESSARY OR APPROPRIATE FOR, OR PERTAINING TO, THE AMENDMENT OF CERTAIN LOAN AND SECURITY AGREEMENTS EVIDENCING AND/OR SECURING CERTAIN TERM LOANS OBTAINED FROM REGIONS CAPITAL ADVANTAGE, INC.

WHEREAS, the Metropolitan Development and Housing Agency ("MDHA"), is a public body corporate and politic organized and existing under, and by virtue of, the provisions of Chapter 20, Title 13, Tennessee Code Annotated, as amended (the "Act"); and

WHEREAS, MDHA is authorized by the Act to, among other things, undertake "redevelopment projects," as defined in the Act, and to borrow money upon its bonds, notes, debentures or other instruments evidencing indebtedness and to secure the same in accordance with the provisions of the Act, including, without limitation, those provisions of the Act permitting tax increment financing; and

WHEREAS, in order to finance or to refinance certain redevelopment projects, MDHA has obtained certain term loans from Regions Capital Advantage, Inc. ("RCA"), pursuant to (i) that certain Loan and Security Agreement dated as of October 4, 2013, as amended by that certain First Amendment to Loan and Security Agreement (Capitol Mall) dated as of February 11, 2015, that certain Second Amendment to Loan and Security Agreement (Capitol Mall) dated as of June 10, 2015, that certain Third Amendment to Loan and Security Agreement (Capitol Mall) dated as of May 19, 2016 and that certain Fourth Amendment to Loan and Security Agreement (Capitol Mall) dated as of May 16, 2018, all among MDHA, RCA as the sole lender thereunder, and RCA as administrative agent (collectively, the "Capitol Mall Loan Agreement"), and (ii) that certain Loan and Security Agreement dated as of February 11, 2015, as amended by that certain Amendment to Loan and Security Agreement dated as of May 16, 2018 and that certain Second Amendment to Loan and Security Agreement dated as of November 30, 2018, all among MDHA, RCA as the sole lender thereunder, and RCA as administrative agent (the "Phillips-Jackson Loan Agreement") (collectively, the "Loan Agreements"); and

WHEREAS, such term loans obtained by MDHA from RCA (individually a "Loan" and collectively the "Loans") consist of (i) a loan in the original principal amount of \$53,850,000 evidenced by a Promissory Note dated as of October 4, 2013, as amended by an Amendment to Promissory Note dated February 21, 2014 and by a Second Amendment to Promissory Note dated June 10, 2015, (ii) a loan in the original principal amount of \$1,048,000 evidenced by a Promissory Note dated June 10, 2015, (iii) a loan in the original principal amount of \$2,038,000 evidenced by a Promissory Note dated May 19, 2016, and (iv) a loan in the original principal amount of \$8,478,736 evidenced by a Promissory Note dated February 11, 2015 (each a "Note" and collectively the "Notes") (the Loans described in (i), (ii) and (iii) having been made pursuant to the Capitol Mall Loan Agreement and the Loan described in (iv) having been made pursuant to the Phillips-Jackson Loan Agreement); and

WHEREAS, the Loan Agreements require that certain excess tax increment revenues be used to prepay the Loans on each July 1; and

WHEREAS, MDHA has requested and RCA has agreed to an amendment to each of the Loan Agreements to permit \$7,502,602.92 of excess tax increment revenues that would otherwise be used to prepay the Loans be returned to MDHA, to be used as described herein; and

WHEREAS, the Board of Commissioners of MDHA hereby finds and determines that amending the Loan Agreements to obtain the funds as herein described will be in accordance with the provisions, and will further the purposes and the policies, of the Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of MDHA, and it is hereby resolved, as follows:

1. Findings. The Board of Commissioners of MDHA hereby finds and determines that amending the Loan Agreements to obtain the funds as described herein will be necessary and advantageous to MDHA in furthering the purposes of the Act.

2. Authorization of Amendments. Under and pursuant to the provisions of the Act, MDHA is hereby authorized (i) to amend the Loan Agreements to permit \$7,502,602.92 of excess tax increment revenues that would otherwise be used to prepay the Loans to be returned to MDHA (consisting of \$6,896,196.91 of Excess Cash Flow as described in the Capitol Mall Loan Agreement and \$606,406.01 of Excess Cash Flow as described in the Phillips-Jackson Loan Agreement), to be used to fund a transfer to The Metropolitan Government of Nashville and Davidson County, and (ii) to execute and deliver such other agreements or instruments as are necessary or desirable to obtain such funds, and the Executive Director, the Deputy Executive Director and the Chairman of MDHA, or any one of them, acting alone, for and on behalf of MDHA, are hereby authorized, empowered and directed to execute and to deliver, in the name, and on behalf, of MDHA, such amendments, agreements and instruments, in each case as shall be consistent with the terms and provisions set forth herein and as shall be approved by the representative of MDHA executing and delivering the same, the execution and delivery thereof to constitute conclusive evidence of such approval.

3. Amendments to Loan and Security Agreements. Without limiting the generality of Section 2 above, the proposed Fifth Amendment to Loan and Security Agreement (Capitol Mall) relating to the Capitol Mall Loan Agreement and the proposed Third Amendment to Loan and Security Agreement relating to the Phillips-Jackson Loan Agreement (collectively, the "Amendments"), each in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, be and the same are hereby approved. The Executive Director, the Deputy Executive Director and the Chairman of MDHA, or any one of them, acting alone, are hereby authorized and directed to execute and deliver the Amendments in the name of and on behalf of MDHA, with such changes, insertions or omissions as the person executing the same shall approve, the execution and delivery thereof to be conclusive evidence of the approval of any such changes, insertions or omissions.

4. Miscellaneous Acts. The Executive Director, the Deputy Executive Director and the Chairman of MDHA, or any one of them, acting alone, for and on behalf of

MDHA, are hereby authorized, empowered and directed to do any and all such acts and things, and to execute, acknowledge, deliver and, if applicable, file or record, or cause to be filed or recorded, in any appropriate public offices, all such documents, instruments and certifications as may, in the discretion of such representative of MDHA, be necessary or desirable to implement or comply with the intent of this Resolution or any of the documents herein authorized and approved, and to pay closing costs incurred in connection with such amendments to the Loan Agreements.

5. Authority. RCA is authorized and directed, without limitation or inquiry, irrespective of the circumstances, to honor and carry out all orders, directions or instructions of the Executive Director, the Deputy Executive Director and the Chairman of MDHA, or any one of them, acting alone, for and on behalf of MDHA, as to the disposition of the excess tax increment revenues made available to MDHA as described herein, and RCA shall be under no obligation or liability for the use or disposition of such funds.

6. Ratification. Any and all acts previously taken by the Executive Director, the Deputy Executive Director and the Chairman of MDHA, or any one of them, acting alone, for and on behalf of MDHA, in connection with the foregoing are hereby ratified and affirmed.

7. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit or describe the scope or intent of any provision hereof.

8. Partial Invalidity. If any one or more of the provisions of this Resolution shall be held invalid, illegal or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but this Resolution shall be construed the same as if such invalid, illegal or unenforceable provision had never been contained herein.

9. Repealing Clause. All resolutions or parts thereof of MDHA in conflict with the provisions herein contained are, to the extent of such conflict, hereby suspended and repealed.

10. Effective Date. This Resolution shall take effect immediately upon its adoption.

(signatures on following page)

Approved and adopted this 9th day of July, 2019.

METROPOLITAN DEVELOPMENT AND
HOUSING AGENCY

By: _____
Chairman

By: _____
Executive Director

THIRD AMENDMENT TO LOAN AND SECURITY AGREEMENT
(PHILLIPS-JACKSON)

THIS THIRD AMENDMENT TO LOAN AND SECURITY AGREEMENT (PHILLIPS-JACKSON) (herein this "Amendment"), dated the ____ day of July, 2019, but effective as of the 15th day of June, 2019, is made and entered into by and among METROPOLITAN DEVELOPMENT AND HOUSING AGENCY (the "Borrower"), those several lenders who are or become parties to the Loan Agreement described herein and amended hereby (collectively, the "Lenders" and, individually, a "Lender"), and REGIONS CAPITAL ADVANTAGE, INC., a Tennessee corporation ("Regions"), as administrative agent and sole lender.

RECITALS:

WHEREAS, the Borrower and Regions have previously entered into a Loan and Security Agreement dated as of February 11, 2015 as amended by that certain Amendment to Loan and Security Agreement dated as of May 16, 2018 and that certain Second Amendment to Loan and Security Agreement dated as of November 30, 2018 (as amended, the "Loan Agreement"), pursuant to which Regions has made a loan to the Borrower as more fully described therein, which is evidenced by a Promissory Note dated February 11, 2015 (the "Note"); and

WHEREAS, the parties hereto desire to modify and amend the Loan Agreement in certain respects as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment. Notwithstanding anything to the contrary contained in the Loan Agreement, in calculating Excess Cash Flow as of June 15, 2019, there shall be deducted from the balance then on deposit in the Phillips-Jackson Debt Service Account, in addition to amounts to be deducted pursuant to subparts (i), (ii) and (iii) of part (b) of the definition "Excess Cash Flow", the amount of \$606,406.01 (the "Special Reimbursement Amount"). On or before July 15, 2019, the Special Reimbursement Amount shall be transferred, free and clear of the pledge and security interest created under the Loan Agreement, to the Borrower for such purposes as determined by the Borrower and as are permitted by applicable law. The result of the foregoing is to reduce the amount of the mandatory prepayment of the Note otherwise required to be made on July 1, 2019 by the Special Reimbursement Amount. The parties acknowledge and agree that the Special Reimbursement Amount shall be deducted from Excess Cash Flow only for the calculation of Excess Cash Flow made as of June 15, 2019.

2. Other Terms and Provisions.

(a) Defined Terms. Capitalized terms not otherwise defined in this Amendment shall have the meaning set forth in the Loan Agreement.

(b) Ratification. Except as expressly amended hereby, all other terms and provisions of the Loan Agreement shall remain unchanged and in full force and effect, and are ratified and confirmed in all respects.

(c) Entire Agreement Conflict. This Amendment, together with the Loan Agreement, constitutes the entire agreement between the parties hereto with respect to the matters stated herein and

therein and may not be amended or modified, unless such amendment or modification shall be in writing and signed by the party against whom enforcement is sought. In the event of any conflict between the terms, provisions and covenants of the Loan Agreement and this Amendment, the terms, provisions and covenants of this Amendment shall supersede and govern the actions of the parties hereto.

(d) Successors. The terms, covenants and conditions contained in this Amendment shall bind and inure to the benefit of the parties hereto and the successors and permitted assigns of the parties hereto.

(e) Applicable Law and Venue. The construction and validity of this Amendment shall be governed by the laws of the State of Tennessee. Venue shall be in a court of appropriate jurisdiction in Davidson County, Tennessee or federal court of appropriate venue.

(f) Paragraph Headings. The paragraph headings contained in this Amendment are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

(g) Grammatical Construction. Wherever appropriate, the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice versa.

(h) Counterpart Execution. This Amendment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document, and all counterparts will constitute one and the same agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused to be executed and delivered this Amendment as of the date set forth above.

BORROWER:

METROPOLITAN DEVELOPMENT AND HOUSING
AGENCY

By: _____

Title: _____

[Additional Signature Page Follows]

REGIONS CAPITAL ADVANTAGE, INC., as sole
Lender and as Administrative Agent

By: _____

Title: _____

26675878.1

FIFTH AMENDMENT TO LOAN AND SECURITY AGREEMENT
(CAPITOL MALL)

THIS FIFTH AMENDMENT TO LOAN AND SECURITY AGREEMENT (CAPITOL MALL) (herein this "Amendment"), dated the ____ day of July, 2019, but effective as of the 15th day of June, 2019, is made and entered into by and among METROPOLITAN DEVELOPMENT AND HOUSING AGENCY (the "Borrower"), those several lenders who are or become parties to the Loan Agreement described herein and amended hereby (collectively, the "Lenders" and, individually, a "Lender"), and REGIONS CAPITAL ADVANTAGE, INC., a Tennessee corporation ("Regions"), as administrative agent and sole lender.

RECITALS:

WHEREAS, the Borrower and Regions have previously entered into a Loan and Security Agreement dated as of October 4, 2013, as amended by (i) a First Amendment to Loan and Security Agreement (Capitol Mall) dated as of February 11, 2015; (ii) a Second Amendment to Loan and Security Agreement (Capitol Mall) dated as of June 10, 2015; (iii) a Third Amendment to Loan and Security Agreement (Capitol Mall) dated as of May 19, 2016 and (iv) that certain Fourth Amendment to Loan and Security Agreement (Capitol Mall) dated as of May 16, 2018 (collectively, the "Loan Agreement"), pursuant to which Regions has made certain loans to the Borrower as more fully described therein, which are evidenced by the 2013 Note, the 2015 Note and the 2016 Note (each as defined in the Loan Agreement) (collectively, the "Notes"); and

WHEREAS, the parties hereto desire to modify and amend the Loan Agreement in certain respects as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment. Notwithstanding anything to the contrary contained in the Loan Agreement, in calculating Excess Cash Flow as of June 15, 2019, there shall be deducted from the balance then on deposit in the Debt Service Account, in addition to amounts to be deducted pursuant to subparts (i), (ii), (iii) and (iv) of part (b) of the definition "Excess Cash Flow", the amount of \$6,896,196.91 (the "Special Reimbursement Amount"). On or before July 15, 2019, the Special Reimbursement Amount shall be transferred, free and clear of the pledge and security interest created under the Loan Agreement, to the Borrower for such purposes as determined by the Borrower and as are permitted by applicable law. The result of the foregoing is to reduce the amount of the mandatory prepayment of the Notes otherwise required to be made on July 1, 2019 by the Special Reimbursement Amount. The parties acknowledge and agree that the Special Reimbursement Amount shall be deducted from Excess Cash Flow only for the calculation of Excess Cash Flow made as of June 15, 2019.

2. Other Terms and Provisions.

(a) Defined Terms. Capitalized terms not otherwise defined in this Amendment shall have the meaning set forth in the Loan Agreement.

(b) Ratification. Except as expressly amended hereby, all other terms and provisions of the Loan Agreement shall remain unchanged and in full force and effect, and are ratified and confirmed in all respects.

(c) Entire Agreement Conflict. This Amendment, together with the Loan Agreement, constitutes the entire agreement between the parties hereto with respect to the matters stated herein and therein and may not be amended or modified, unless such amendment or modification shall be in writing and signed by the party against whom enforcement is sought. In the event of any conflict between the terms, provisions and covenants of the Loan Agreement and this Amendment, the terms, provisions and covenants of this Amendment shall supersede and govern the actions of the parties hereto.

(d) Successors. The terms, covenants and conditions contained in this Amendment shall bind and inure to the benefit of the parties hereto and the successors and permitted assigns of the parties hereto.

(e) Applicable Law and Venue. The construction and validity of this Amendment shall be governed by the laws of the State of Tennessee. Venue shall be in a court of appropriate jurisdiction in Davidson County, Tennessee or federal court of appropriate venue.

(f) Paragraph Headings. The paragraph headings contained in this Amendment are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

(g) Grammatical Construction. Wherever appropriate, the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice versa.

(h) Counterpart Execution. This Amendment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document, and all counterparts will constitute one and the same agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused to be executed and delivered this Amendment as of the date set forth above.

BORROWER:

METROPOLITAN DEVELOPMENT AND HOUSING
AGENCY

By: _____

Title: _____

[Additional Signature Page Follows]

REGIONS CAPITAL ADVANTAGE, INC., as sole
Lender and as Administrative Agent

By: _____

Title: _____

26671103.1

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY**INTEROFFICE MEMORANDUM**

July 1, 2019

TO: Board of Commissioners

FROM: William Biggs, Director of Affordable Housing

SUBJECT: Peaches Manning Scholarship Matching Funds

Ms. Peaches Manning was a 34 year MDHA employee. During her time at MDHA, she was selected as the Resident Association Coordinator October 1979. Ms. Manning's influence grew throughout the City, and she was well known by both residents and the City's political leadership. One of Ms. Manning's passions was assisting young adults in MDHA communities to pursue advancement through education. Ms. Manning was able to leverage her contacts to obtain private donations from a diversified list of organizations to provide "seed money" to students pursuing a college education. Initially, the funds raised were enough to cover books for some students, and Ms. Manning was able to lead the resident associations to provide funding for student scholarships. The first Resident Association Scholarship was awarded December 1985, and the resident associations have provided financial support to aspiring students annually since the inaugural awards.

Ms. Manning worked at MDHA until she transitioned January 3, 2015, and she remained fully committed to her duties and fund raising activities. After she passed, the MDHA Board of Commissioners renamed the Resident Association Scholarship the Peaches Manning Resident Association Scholarship. This gesture was a way to honor a long-time dedicated employee who became an MDHA institution for her commitment to resident success.

This year the scholarship selection committee awarded \$1,000 each to five residents of MDHA housing communities. These outstanding students will receive these funds to study at the college of their choice. To further cement Ms. Manning's legacy, we request the MDHA Board authorize the Agency to annually commit scholarship funds to match the funds provided by the resident associations for the Peaches Manning Resident Association Scholarship. This matching annual commitment is not to exceed ten thousand dollars annually (\$10,000).

It is recommended that the Board of Commissioners approve the request to match funds provided by the MDHA resident associations for resident scholarships.



William Biggs

**RESOLUTION OF THE METROPOLITAN DEVELOPMENT AND HOUSING
AUTHORITY BOARD OF COMMISSIONERS**

WHEREAS, the Board of Commissioner of said Corporation has deemed it to be in the best interest of the Corporation to assist residents to advance their educational interests); and

WHEREAS, For a number of years, the MDHA Resident Associations have raised funds to provide scholarships to resident of MDHA communities graduating from high school and attending college. Each year there is an application process, a selection committee that reviews the applications, and selects the students to receive the Peaches Manning Resident Association Scholarship (PMRAS). For the 2019 -2020 school year, the scholarship amount is \$1,000 per student. The Scholarship Committee members were: Monique Odom – Director Metro Parks, Chairperson, Linda Stevenson – Realtor, and Lillian Maddox-Whitehead – Metro Public Health Department. This year the following students were awarded the PMRSA scholarship: Mr. Salmaan Ahmed (Cumberland View), Mr. Aiden Dhies (Cumberland View), Ms. Jada Reed (Vine Hill Apartments), Ms. Tinaya Williams (J. Henry Hale), Ms. Kayla Whitelow (Levy Place); and

WHEREAS, To further support the students, Board approval is requested to provide an equal match to the funds provided by the resident association for the PMRAS. The match obligation will not exceed ten thousand dollars annually (\$10,000):

RESOLVED, that the Board of Commissioners agrees and acknowledges that the Executive Director, James Harbison, is hereby expressly authorized to take necessary actions and execute any and all documents necessary to provide funds equal to the annual scholarship awards provide to PMRAS recipients. The total Agency contribution for 2019 is five thousand dollars (\$5,000) making the student awards two-thousand dollars (\$2,000) per student.

CERTIFICATE

I, James Harbison, hereby certify that I am the duly elected and acting Secretary of Metropolitan Housing and Development Agency, a Tennessee corporation, and further certify that the above is a true and correct copy of a resolution adopted by the Board of Directors of said Corporation by unanimous consent on the __ day of _____, 2019.

Dated the ____ day of _____, 2019.

James Harbison, Secretary