

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

December 10, 2019

1. Call to order.
2. Approval of the Minutes of the Meeting of November 12, 2019.
3. Introductions.
4. Public comments.
5. Letter from Mayor John Cooper appointing Dr. Paulette Coleman as a member of the MDHA Board of Commissioners to fill the unexpired term of Ralph Mosley expiring November 5, 2022.
6. Letter from Mayor John Cooper appointing Bill Purcell as a member of the MDHA Board of Commissioners for a five-year term expiring November 5, 2024.
7. Election of officers:
 - a. Chair.
 - b. Vice Chair for Development.
 - c. Vice Chair for Housing.
 - d. Secretary-Treasury and Executive Director.
8. Committee Appointments.
9. Recognition of Outgoing Board Chair.
10. Executive Director's Report.

COMMITTEE REPORT

11. Report from Human Resources.
12. Report from Joint Finance & Audit and Development.

EXECUTIVE (HARBISON & CHOPPIN)

13. HUD-THDA-Metro-MDHA Randee Rogers Demonstration Project
14. Approval of Randee Rogers Debt and Equity Resolution.

**MDHA BOARD AGENDA
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December 10, 2019**

15. Approval of Randee Rogers Bond Resolution.
16. Approval of Memorandum of Agreement for Senior Advisor on Homelessness.

CONSTRUCTION (HARBISON & GRUBB)

17. Approval of Contract Award for Randee Rogers Apartments.
18. Additional business.
19. Report from Resident representative.
20. Adjourn.
21. Executive Session.

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

December 10, 2019

EXECUTIVE (HARBISON & CHOPPIN)

13. HUD-THDA-Metro-MDHA Randee Rogers Demonstration Project

In detail, the 100 mixed income unit Randee Rogers development is complex. In concept, MDHA is unlocking the asset value of land it recently acquired from HUD through RAD. This is land we own, whose best and highest use, as determined by collaborative community planning, is mixed income housing. In collaboration with its local Metro, State THDA, and National HUD partners, MDHA is maximizing the advantage of each level of government and their housing programs to build and subsidize in perpetuity 100 mixed income apartments, where 50 of these are new, never in service, fully HUD subsidized, completely affordable, apartments for citizens of low income.

14. Approval of Randee Rogers Debt and Equity Resolution.

Randee Rogers Apartments is an approximately \$29.9 million project which will contain 100 units (50 affordable; 25 workforce; 25 market) in Germantown, next to Cheatham Place. Randee Rogers will be financed with HUD Public Housing Capital funds (approximately \$836,000), funds from the Metropolitan Government (approximately \$14.25 million, with a portion coming in after construction), permanent financing and a bond issuance (an amount not to exceed \$16,000,000), and a 4% Low-Income Housing Tax Credit (\$4.3 million in total, with up to approximately \$720k contributed at closing). JP Morgan Chase and Boston Capital are the financial partners. In a landmark process with HUD, the 50 affordable units will be Public Housing units with an anticipated immediate conversion to RAD.

15. Approval of Randee Rogers Bond Resolution.

This Board in August of this year declared its official intent to issue revenue bonds for project costs of Randee Rogers Apartments. The proceeds of these bonds would be used to reimburse Randee Rogers, L.P., the MDHA affiliate entity set up to own the development. The attached bond resolution authorizes an aggregate principal amount of not exceeding \$16,000,000.00, for the execution, issuance, sale, and delivery to JP Morgan Chase, which is purchasing the bonds. Bond proceeds flow to Randee Rogers, L.P. pursuant to applicable Financing and Bond Purchase Agreements among MDHA, Chase, and Randee Rogers, L.P. These bond proceeds are repaid to Chase via rent payment pursuant to a lease agreement between MDHA and Randee Rogers, L.P.

16. Approval of Memorandum of Agreement for Senior Advisor on Homelessness.

The Director of Shared Strategy & Impact will support collaboration across Metro departments, non-profit partners, and other government agencies to help create more effective systems of support and opportunity for those experiencing poverty. This investment by MDHA will support remediation of homelessness in MDHA's HUD-defined area of responsibility—Davidson County—by partially funding this new strategic position to focus on improving Nashville's homelessness approach. The position is tailored to incorporate the objectives of HUD's Strategic Plan for 2018-2022 to reduce homelessness. This collaboration with Metro will be a pilot program, with MDHA's commitment of approximately \$72,000 being on a one-year trial basis.

CONSTRUCTION (HARBISON & GRUBB)

17. Approval of Contract Award for Randee Rogers Apartments.

Board approval is requested to enter a contract with R.G. Anderson Company, Inc. in the amount of \$22,120,000 for construction of the new Randee Rogers Apartments. Randee Rogers Apartments is a new multi-family mixed income building. The existing Randee Rogers Training Center located in the Historic Buena Vista area, at 1419 Rosa Parks Boulevard and Cheatham Place, will be demolished. In its place a new building will be constructed to include 100 units (50 affordable, 25 work force and 25 market rate). There will be 56 one bedroom units, 36 two bedrooms, 8 three bedroom unit, a four story parking garage, on site leasing and maintenance offices, a community room and on site improvements.

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, November 12, 2019, at 11:30 a.m. in the Collaboration Room of the Gerald F. Nicely Building, 701 South Sixth Street, Nashville, Tennessee.

PRESENT: Charles Robert Bone, Chair
Aole Ansari
Antoinette Batts
Kay Bowers
Marcus Campbell

ABSENT: Emily Thaden, Vice Chair

ALSO PRESENT: James Harbison, Executive Director
Jim Thiltgen, Deputy Executive Director
Saul Solomon, Legal Counsel
David Dellinger, Chief Operating Officer
Will Choppin, General Counsel
Melinda Hatfield, Director of Finance
Will Biggs, Director of Affordable Housing
Joe Cain, Director of Urban Development
Emel Alexander, Director of Community Development
Norman Deep, Director for Rental Assistance
Michael Wegerson, Director of Recapitalization
Jamie Berry, Director of Communications
Pat Thicklin, Assistant Director of Human Resources
Matt Wiltshire, Chief Strategy and Intergovernmental Affairs Officer
Zachary Blair, Deputy Chief Strategy and Intergovernmental Affairs Officer
Julia Moss, Assistant Director of Affordable Housing
Curtis Thomas, Executive Program Manager of Recapitalization
Matt Loftis, Urban Development Analyst
Brent Grubb, Acting Director of Construction
Scott Rey, Executive Program Manager of Recapitalization
Charlotte Weatherington, Communications Manger
LaTonya Ellis, Administrative Assistant to the Board of Commissioners
Cortez Johnson, Vanderbilt University Student
Barbara Faulkner, Andrew Jackson Court
Mike Green, MDHA Resident Association Coordinator
Diana Reado, MDHA Management Analysis

Walker Mathews, RC Mathews Contractors
Tracy Colter, Hardaway Construction
Joe Kelch, Hardaway Construction
Mona Hodge, Smith Gee Studio
Hunter Gee, Smith Gee Studio
Mark Epps, Epps Public Strategy
Pat McDonald, NOAH
Kabir Sandhu, RC Mathews Contractors

Chair Bone called the meeting to order and requested approval of the Minutes of the Meeting of October 8, 2019. Commissioner Ansari moved adoption of the following resolution:

Resolution No. 40-19

“RESOLVED by the Board of Commissioners of the Metropolitan Development and Housing Agency, that it hereby approves the Minutes of the Meeting of October 8, 2019, as submitted.”

The motion was seconded by Commissioner Campbell, and upon vote all voted “aye”. None voted “no”.

Chairman Bone introduced Barbara Faulkner, Property Manager of Andrew Jackson Courts. Ms. Faulkner spoke of the success of her open door policy of communications and how it gives her a better idea of the needs of the residences and allows her to craft significant programs to address those needs. She thanked MDHA for the gift cards that were provided during a major power outage a few months back.

Chairman Bone called for the Executive Director's Report. Mr. James Harbison announced the upcoming visit by U.S. Secretary of Housing, Ben Carson, on Friday, November 15th. Invitations were extended to three Board members. He reported that October was a busy month for MDHA with measured growth and engagement for MDHA's media coverage. The top story announced the open dates of Section 8 – Housing Choice Vouchers (HCV) waiting list with 38,770 people reached. Mr. Harbison proudly announced that laptops and high speed internet were provided to the first 39 of 500 identified students at Napier Elementary. MDHA is proceeding with plans for the 100-unit development at Randee Rogers with the receipt of both the tax exempt bond allocation and the requested 4% tax credit. The SEMAP score has been corrected for the year ending 9/30/2018. The 2019 SEMAP certification will be presented during today's Board meeting. The agency completed the benefits open enrollment for all agency employees in October. Mr. Harbison and the Director of Affordable Housing met with the MNPD Commanders of both the Hermitage and North precincts to discuss safety and increased police presence on the properties in those areas. The Kirkpatrick Fall Festival, one of the properties monthly activities was a fun and well attended event. The Metro Council breakfast was informative and the food, provided by a resident, was delicious. Community Development received a copy of the 2019 CPD Grant agreements for CDBG, HOME, ESG and HOPWA in October. CD will be processing the grant agreements and submit them to be signed by the Mayor and ultimately HUD. Community Development will host three Listening Session in November with community partners and stakeholders in preparation for the 2020 Annual update to the Consolidated Plan. Community Development staff members attended the NCDA Regional Conference, October 3rd and 4th in Knoxville, TN.

The conference provided training on Community Development program requirements for CDBG, HOME and ESG. The Construction department is continuing to work on obtaining the final SP for Randee Rogers. The demolition package notice to proceed is scheduled for November 8th. Boscobel sites are on schedule, the Curb Victory Hall Center project is on schedule and under budget and we are presently working on the YMCA and Library project. The Finance department just closed out the fiscal year as of September 30th. Working on the refinancing of the 5th and Church Parking Garage. Audits were conducted on the MDHA J. Henry Hale, LLC, MDHA 10th & Jefferson, LLC and Boscobel Heights Development Co. on September 30th. The Rental Assistance Department received a perfect score on the SEMAP Certification and accepted over 10,000 online applications for Housing Choice Vouchers. Rental Assistance has also submitted an interest letter to HUD for additional VASH vouchers and applied for additional Family Unification Vouchers for homeless youth and families. Rental Assistance staff members will be assisting the Memphis Housing Authority with RFP review for an HCV program contract. Urban Development staff continues to meet with the Metro Planning Commission, the Department of Finance and the Mayor's Office on ECD regarding TIF recommendations.

Commissioner Ansari, gave a report from the Development Committee meeting. He reported on Boscobel IV, Trolley Barns parking garage and the Skyliner PILOT agreement. He reported that Hardaway construction has been chosen as Construction Manager for Boscobel IV (164 units) and RC Mathews was chosen for the Trolley Barns parking garage project. He announced the Skyliner PILOT agreement would be payment in lieu of taxes. And he made mention the LIHTC will leverage the Barnes Funds which will enable the city to provide 147 low income units.

James Harbison, MDHA Executive Director, discussed the first Board item, Section 8 Management Assessment Program (SEMAP) certification. The document is attached and provides the detailed language and is made a part of these minutes by reference and filed with other documents for this meeting. Mr. Harbison recommended the Board approve the SEMAP certification for the year ended September 30, 2019 and authorize the Executive Director and Chairperson of the Board to execute it on behalf of the agency. Commissioner Ansari moved adoption of the following resolution:

Resolution No. 41-19

"RESOLUTION APPROVING THE SECTION 8 MANAGEMENT ASSESSMENT PROGRAM (SEMAP) CERTIFICATION FOR THE YEAR ENDED SEPTEMBER 30, 2019 AND AUTHORIZES THE EXECUTIVE DIRECTOR AND CHAIRPERSON OF THE BOARD TO EXECUTE IT ON BEHALF OF THE AGENCY.

WHEREAS, The Section 8 program developed a management assessment program somewhat similar to the Public Housing Assessment System (PHAS) program for Public Housing.

WHEREAS, The program includes 14 indicators on which we certify our quality control. Indicators 1 through 7 are scored based on documentation and quality control samples maintained in our records. Most of the other indicators will be scored based on data in HUD's Multi-Family Tenant Characteristics System (MTCS); and

THEREFORE, BE IT RESOLVED, MDHA scored highest in each category and anticipates retaining our high performer status as we have since the inception of SEMAP”.

The motion was seconded by Commissioner Campbell, and upon vote all voted “aye”. None voted “no”.

Michael Wegerson, Director of Recapitalization, presented the next Board item regarding architectural services for Boscobel IV. Boscobel IV is the next phase in redeveloping James Cayce Homes into a mixed income neighborhood. The site would be located east of South Sixth Street between Dew Street and the new Park Street (just south of the Gerald Nicely Building). Mr. Wegerson requested Board approval to enter into an agreement with Smith Gee Studio for architectural services at Boscobel IV for up to a cost of \$1,928,027 which includes construction administration. Commissioner Campbell moved adoption of the following resolution:

Resolution No. 42-19

“RESOLUTION APPROVING ENTERING A CONTRACTUAL AGREEMENT WITH SMITH GEE STUDIO FOR ARCHITECTUAL SERVICES TO INCLUDE ADMINISTRATIVE SERVICES AT BOSCOBEL IV.

WHEREAS, the Boscobel IV project will include 164 units (72 affordable) of one-, two-, and three-bedroom units with structured parking, on-site leasing and maintenance offices, and a community room.

WHEREAS, The design services, that we are seeking approval for, are in anticipation of MDHA’s submission for the 2020 9% Low Income Housing Tax Credits (LIHTC) application in March. Award of 2020 LIHTC is expected in July 2020 prior to our anticipated groundbreaking in October 2020.

WHEREAS, In accordance with MDHA’s procurement policy all contracts over \$1,000,000 in value require the approval of MDHA’s Board of Commissioners. The agreement with Smith Gee Studio for architectural services including construction administration at Boscobel IV is anticipated to total \$1,928,027. This total cost includes the Architect’s basic services and additional service known at this time. Basic Services include architectural and landscape services, civil, structural, mechanical, electrical, plumbing, and fire suppression engineering, construction administration, environmental graphics services, accessibility consulting, geotechnical and surveyor engineering for a cost of \$1,802,627. Additional Services included in the agreement include Off-Site Improvements for a cost of \$125,400. Other additional services and reimbursable expenses may be added to the Architect’s services via addendum.

WHEREAS, MDHA staff estimates the construction cost for this project to be \$44 million based on current costs per unit. Smith Gee Studios fees are 4.3% of the construction cost. Typically the architects’ fees on other MDHA projects range from

4.2% to 6.5% of the construction cost. MDHA staff believes this fee to be reasonable.

WHEREAS, MDHA entered into Indefinite Delivery, Indefinite Quantity (IDIQ) agreements with fourteen (14) design firms on May 1, 2019. These fourteen firms responded to, and were evaluated by a committee based upon the requirements of, a Request for Qualifications dated December 12, 2018. Based upon these evaluations a shortlist of three architects who specifically had experience with multifamily and structured garage experience was selected to interview on May 14, 2019, for the Boscobel IV project. After the interviews were concluded, it was determined by the Boscobel IV evaluation committee that Smith Gee Studio was the most qualified firm to provide this service.

BE IT RESOLVED, Funding for these services will be provided from MDHA Equity. Funding for the project program is expected to be sourced from 9% and 4% Low-Income Housing Tax Credits (LIHTC), Community Investment Tax Credits (CITC), MDHA Equity, and Traditional Financing. The total program cost for the project, including construction costs, design fees, financing costs, and administrative fees is \$55 million. The Project budget includes \$4,650,000 of contingency, or about 10.5% of construction cost."

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

A Representative from Smith Gee Studio was recognized by Chairman Bone, who thanked the Committee and Board for being chosen.

Mr. Wegerson presented the next Board item, Approval of Construction Manager at Risk Services for Boscobel IV. Again, the site would be located east of South Sixth Street between Dew Street and the new Park Street (just south of the Gerald Nicely Building). Mr. Wegerson requested Board approval to negotiate a fee and enter into a contract with Hardaway Construction to provide Construction Manager at Risk Services for the project. Commissioner Ansari moved adoption of the following resolution:

Resolution No. 43-19

"RESOLUTION APPROVING THE NEGOTIATION OF FEES AND ENTERING INTO CONTRACT WITH HARDAWAY CONSTRUCTION TO PROVIDE CONSTRUCTION MANAGER AT RISK SERVICE FOR THE CONSTRUCTION OF BOSCOBEL IV.

WHEREAS, Boscobel IV is the next phase in redeveloping James Cayce Homes into a mixed income neighborhood. These design services are in anticipation of MDHA's submission for the 2020 9% Low Income Housing Tax Credits (LIHTC) application in March. Award of 2020 LIHTC is expected in July 2020 prior to our anticipated groundbreaking in October 2020.

WHEREAS, Request for Proposals were solicited by advertising in the newspaper and electronically notifying firms on the MDHA vendor list. A total of two (2) proposals were submitted to the MDHA on September 20, 2019.

WHEREAS, After the evaluation of Request For Proposals and interviews were concluded, the evaluation committee determined that Hardaway Construction was the most qualified firm to provide this service.

BE IT RESOLVED, The Boscobel IV project contract is broken into two Phases: 1. Pre-construction and; 2. Construction. The cost for Pre-construction services is \$40,000. A Guaranteed Maximum Price (GMP) Amendment is required to continue to the construction phase. This Amendment will be brought to the Board of Commissioners for approval once the final GMP has been established; and

BE IT FURTHER RESOLVED, Funding for these services will be provided from MDHA Equity. Funding for the project program is expected to be sourced from 9% and 4% Low-Income Housing Tax Credits (LIHTC), Community Investment Tax Credits (CITC), MDHA Equity, and Traditional Financing. The total program cost for the project, including construction costs, design fees, financing costs, and administrative fees is estimated to be \$55 million. The Project budget includes \$4,650,000 of contingency, or about 10.5% of construction cost."

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

Representatives from Hardaway construction were recognized by Chairman Bone, who thanked the Committee and Board for being chosen.

Joe Cain, Director of Urban Development, presented the next Board item, seeking approval of the Construction Manager for the Trolley Barns Parking Garage project. Trolley Barns Parking Garage is a 400 parking space, 5 level open parking garage, located at 15 Lea Avenue, Nashville, TN 37210. Commissioner Ansari moved adoption of the following resolution:

Resolution No. 44-19

"RESOLUTION APPROVING R. C. MATHEWS CONTRACTOR AS CONSTRUCTION MANAGER FOR THE TROLLEY BARNS PARKING GARAGE PROJECT.

WHEREAS, In 2016, the MDHA Board of Commissioners approved a multiphase development of two of the remaining parcels on Rolling Mill Hill.

WHEREAS, The first phase of the agreement, the construction of a surface parking lot at Hermitage Avenue and KVB, was completed in 2017. The second, new parking in a mixed use development under construction by the Eakin Partners Group, is anticipated to complete in April 2020.

WHEREAS, The next phase is construction of a new Trolley Barns Parking Garage. On August 19, 2019, the MDHA Board approved Kline – Sweeney as the architect of record for the Trolley Barns Garage.

WHEREAS, MDHA's present estimated cost of work is \$12,577,302.35. The total project budget and financing method for this project will be presented to the December Finance and Development Committee. Sufficient cash funds exist for the project.

WHEREAS, Request for Qualifications to build the garage were solicited by advertising in the newspaper and electronically notifying firms registered on MDHA's Procurement Housing Agency Marketplace Site.

WHEREAS, After the evaluation of Request For Qualifications and interviews were concluded, the evaluation committee determined that R.C. Mathews was most qualified.

BE IT RESOLVED, The Contract consists of two Phases: 1. Pre-Construction planning and estimation and; 2. Construction. The cost for Pre-Construction services is \$30,000.00. The construction manager's fee is 3.25% of the project's construction value as determined in a Guaranteed Maximum Price (GMP) to be provided by R C Mathews as the garage design reaches maturity. A GMP Amendment is required to continue to the construction phase. This Amendment will be brought to the Board of Commissioners for approval once the final GMP has been established.

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

A Representative from Epps Public Strategy, LLC was recognized by Chairman Bone, they will be assisting on the project.

Mr. Cain presented the final item for Board approval, the PILOT Agreement – Skyliner, LP. Urban Housing Solutions, through Skyliner, LP, has acquired property located at 2996 Dickerson Pike and plans to develop a 147 unit affordable housing complex. Commissioner Ansari moved adoption of the following resolution:

Resolution No. 45-19

"RESOLUTION APPROVING AN AGREEMENT BETWEEN MDHA AND SKYLINER, LP, AUTHORIZE THE EXECUTIVE DIRECTOR TO TAKE NECESSARY STEPS, INCLUDING SUBMISSION TO THE METROPOLITAN COUNCIL, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE ALL NECESSARY DOCUMENTS FOR IMPLEMENTING THE PILOT THAT WILL INCLUDE PROPERTY TRANSFER AND EXECUTION OF LEASES.

WHEREAS, Urban Housing Solutions established a limited partnership, Skyliner, LP and, and has received a firm commitment from the Tennessee Housing Development Agency (THDA) for a 4% Low Income Housing Tax Credit (LIHTC) for the amount of \$10,402,290 to help finance the construction of this complex. After syndication, this tax credit will result in an equity amount of \$9,339,444.

WHEREAS, The Skyliner will consist of 16 efficiency units, 102 one-bedroom units, 22 two-bedroom units, and 7 three-bedroom units. This project will use the new Income Averaging option under THDA's LIHTC program so that 20% of the project will be affordable for people with incomes of 40% AMI, 60% of the project will be affordable for people with incomes of 60% AMI, and the remaining 20% of the unites will be affordable for people making 80% AMI.

WHEREAS, In addition to a LIHTC from THDA, this project is also receiving a \$2,000,000 contribution from the Barnes fund.

BE IT RESOLVED, The PILOT would require Skyliner, LP to make a total initial payment of \$98,765 in lieu of property taxes after the project is placed in service. The PILOT would increase by 3% annually over the 10-year life of the agreement. This PILOT payment was based on a review of the site's projected base year taxes as well as the project's development budget, operating pro forma, and debt obligations. MDHA estimates this to be a tax abatement of approximately \$320,459 for the first year the property is placed in service. The current uses of the site generate \$12,135 in annual property tax. If approved, this would leave MDHA's annual abatement capacity at \$1,280,858."

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

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

Secretary

APPROVED:

This _____ day of _____, 2019.

Chair

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

INTEROFFICE MEMORANDUM

December 6, 2019

TO: James Harbison, Executive Director
FROM: LaTonya Ellis, Administrative Assistant to the Executive Director
SUBJECT: Attendance for Board Meeting – December 10, 2019

Ms. Jameka Usher, President of Sudekum Apartments Resident Association and, Ms. Alishia Marshall, Property Manager of Sudekum Apartments, will be present at the Board meeting.


LaTonya Ellis



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

**JOHN COOPER
MAYOR**

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

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November 5, 2019

The Honorable Jim Shulman, Vice Mayor
Members of the Metropolitan Council
The Metropolitan Government of Nashville
and Davidson County
1 Public Square | Nashville TN 37201

Dear Vice Mayor Shulman and Members of the Council:

Pursuant to 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:

Paulette Coleman, 6205 Willow Oak Drive, Nashville, TN 37221

Ms. Coleman's term will fill the unexpired term of Mr. Ralph Mosley. Ms. Coleman's term will expire on November 5, 2022. Your earnest and prompt consideration of this appointment is greatly appreciated.

Respectfully submitted,

John Cooper
Mayor

ACTION TAKEN BY RULES AND CONFIRMATION COMMITTEE:

_____ ACTION TAKEN

_____ DATE

ACTION TAKEN BY COUNCIL:

CONFIRMED _____ ACTION TAKEN

NOVEMBER 19, 2019 _____ DATE

SIGNED  _____ METROPOLITAN CLERK



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

**JOHN COOPER
MAYOR**

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

November 19, 2019

The Honorable Jim Shulman, Vice Mayor
Members of the Metropolitan Council
The Metropolitan Government of Nashville
and Davidson County
1 Public Square | Nashville TN 37201

2019 NOV 19 AM 10:44
FILED METROPOLITAN CLERK

Dear Vice Mayor Shulman and Members of the Council:

Pursuant to 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:

Hon. William Purcell, 1414 Stratton Avenue, Nashville, TN 37206

Hon. Purcell will fill the expired term of Mr. Charles Robert Bone. His term will expire on November 5, 2024. Your earnest and prompt consideration of this appointment is greatly appreciated.

Respectfully submitted,


John Cooper
Mayor

ACTION TAKEN BY RULES AND CONFIRMATION COMMITTEE:

_____ APPROVED _____ ACTION TAKEN

December 3, 2019 _____ DATE

ACTION TAKEN BY COUNCIL:

_____ CONFIRMED _____ ACTION TAKEN

December 3, 2019 _____ DATE

SIGNED  METROPOLITAN CLERK

**METROPOLITAN DEVELOPMENT AND HOUSING AGENCY
INTEROFFICE MEMORANDUM**

December 10, 2019

TO: MDHA Board of Commissioners
FROM: Jim Harbison, Executive Director
SUBJECT: HUD MDHA Randee Rogers Demonstration Development

Completed in 1938, Cheatham Place is a former U.S. Department of Housing and Urban Development (HUD) Public and Indian Housing (PIH) project located at 1564 9th Avenue North in Nashville's Germantown area. In the 1960's, MDHA built a maintenance facility consisting of heating, plumbing, grounds keeping, and carpentry shops on 1.76 acres of Cheatham Place as part of the centralized maintenance concept required by HUD. The central shops maintenance buildings front on Rosa Parks Avenue across from present day Werthan Apartments.

In 1981, one of the central shops maintenance buildings was modified into a training and conference facility and named for a prominent HUD community development employee, Randee Rogers. Randee Rogers was a former, and deeply respected, MDHA Social Worker, who died suddenly in a tragic accident while travelling for temporary assignment to Washington D.C. in 1980.

The centralized maintenance concept ended in 2006 when HUD directed a new decentralized maintenance program that was specific to, and located at, each public housing site. MDHA relocated its maintenance personnel and equipment to its public housing properties and closed its central shops. The centralized shops' equipment and assets were sold with the sales proceeds returning to MDHA. Since 2006, the Randee Rogers facility has been used for education and training with all former shop spaces grossly underutilized and largely vacant. As Cheatham Place was Public Housing and owned by HUD, no recapitalization of the Randee Rogers site could occur without disposition and demolition under PIH statutes and HUD Secretary approval.

Through the Rental Assistance Demonstration (RAD) program, HUD transferred ownership of Cheatham Place, including the Randee Rogers site, to MDHA in 2018. This RAD transaction began in 2015 with conditional HUD Secretary approval of the transfer and a HUD formal commitment to transfer the property once all legal conditions for transfer were complete; and to enter into and fund a 20 year Project Based Rental Assistance Contract (PBRA) for the Cheatham Place apartments. This PBRA contract subsidy does not include funding for maintenance and repair of the Randee Rogers maintenance buildings.

Concurrent with the start of the HUD RAD process in 2015, MDHA began community based planning for the best and highest use for the Randee Rogers maintenance property. This planning was intentionally limited to the 1.76 acres of the unused maintenance facility and did not include the rest of Cheatham Place in scope. We believe that Cheatham Place is worthy of later full Envision Planning and that this Randee Rogers development does not inhibit or negatively impact any future Envision Cheatham planning, largely due to Randee Rogers' location on the perimeter fringes of Cheatham Place housing.

The Randee Rogers planning process included many public meetings and design charrettes, as well as multiple meetings with Cheatham Place residents. Planning concluded in 2017 with the design for 100 mixed income apartments at Randee Rogers consisting of 50 new HUD subsidized affordable apartments for low income families earning 80% or less of area medium income; 25 apartments for workforce families earning 80% to 120%; and 25 market rate apartments.

During planning and afterwards, MDHA collaborated closely with Metropolitan Nashville's executive and legislative leadership, THDA and HUD to finance construction and subsidize low income rents for this development. The result of this close collaboration is a unique US HUD – THDA – Metro Nashville – MDHA development.

From the 2018 Metro Nashville Capital Spending Plan, Metro Nashville has committed \$14.25 million to fund required infrastructure, and to close \$16,000,000 of THDA low income housing bonds and 4% tax credits. US HUD has contributed \$836,082 as equity to augment Metro funds and has committed to fund the 50 low income apartments as new PIH Section 9 housing; and simultaneously with the administrative processing to establish 50 new units of public housing, to conduct RAD processing with MDHA to transfer ownership of the new 50 PIH public housing from HUD to MDHA with an associated 20 year PBRA contract. This transaction has not been attempted before and is designated as a HUD Secretary National demonstration project. Secretary Carson personally visited MDHA on November 15th to see and discuss this unique pilot program.

In detail, the 100 mixed income unit Randee Rogers development is complex. In concept, MDHA is unlocking the asset value of land it recently acquired from HUD through RAD. This is land we own, whose best and highest use, as determined by collaborative community planning, is mixed income housing. In collaboration with its local Metro, State THDA, and National HUD partners, MDHA is maximizing the advantage of each level of government and their housing programs to build and subsidize in perpetuity 100 mixed income apartments, where 50 of these are new, never in service, fully HUD subsidized, completely affordable, apartments for citizens of low income.

This memo is provided as context to our request for multiple Board resolution approvals required on December 10 to finance, build and subsidize this important mixed use development. As additional background, please find attached a rendering and general description of the Randee Rogers development.

Our MDHA Board of Commissioners has experienced some transition. This development has been presented to the Board previously, and approved in previous MDHA Board decisions. I request continued Board support for this development, and Board approval of the associated resolutions to move this National demonstration program forward.

Should you have any questions, please do not hesitate to contact me.



James Harbison

HUD-TTIDA-Metro-MDHA Demonstration Project

Randee Rogers

New mixed-income units in Germantown

Site

- 1.76 acres on Rosa Parks Avenue

100 Apartments

- New PIH/RAD: 50
- Workforce: 25
- Market: 25

Budget

\$29,895,374

Schedule

Demo: Dec 2019

Construction:

January 1, 2020 –

June 30, 2020



**METROPOLITAN DEVELOPMENT AND HOUSING AGENCY
INTEROFFICE MEMORANDUM**

December 10, 2019

TO: MDHA Board of Commissioners
FROM: Will Choppin, MDHA General Counsel
SUBJECT: Approval of Randee Rogers Debt and Equity Resolution

The enclosed resolution authorizes the financing (other than the bond issuance, which is subject to a separate Resolution for the Board’s consideration) for the approximately \$29.9 million project Randee Rogers Apartments (100 total units; 50 affordable units, 25 workforce units, and 25 market-rate units). Randee Rogers will be financed with HUD Public Housing Capital funds (approximately \$836,000.00), Capital Improvements Budget and housing funds from the Metropolitan Government (approximately \$14.25 million, although some of this will part of the post-construction, permanent sources budget and will help take out the bonds), permanent financing and a bond issuance (approximately \$16,000,000.00), and a 4% Low-Income Housing Tax Credit (approximately \$4.3 million in total, with up to \$719,953.00 contributed at closing. Boston Capital is the equity investor, and JP Morgan Chase will buy the bonds and provide permanent financing.

The below spreadsheet sets forth the budget as composed of the sources at construction as well as the post-construction permanent sources:

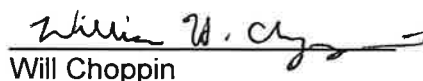
Randee Rogers Budget			
	Item	Construction Sources	Permanent Sources
	Funding	\$ 29,895,374.00	\$ 29,895,374.00
	Upfront LIHTC Equity	\$ 479,969.00	\$ 479,969.00
	LIHTC Equity - Later Installments		\$ 4,319,719.00
	HUD Capital Funds	\$ 836,082.00	\$ 836,082.00
	Metro CSP - Upfront	\$ 10,741,510.00	\$ 10,741,510.00
	Metro CSP - post construction installment		\$ 3,508,490.00
	Metro CIB	\$ 1,837,813.00	\$ 1,837,813.00
	Bonds	\$ 16,000,000.00	
			\$ 8,171,791.00

The HUD Public Housing Capital funds and Metro funds would be structured as one or more loans from MDHA to the tax-credit partnership, Randee Rogers, L.P. These subordinate loans will be used to help buy out the limited partner interests after the 15-year tax credit compliance period. Consistent with previously-entered LIHTC deals, the partnership agreement with Boston Capital shall be structured so that MDHA may purchase the project at the end of the compliance period.

MDHA will convey the property via a long-term ground lease and improvements lease to Randee Rogers, L.P., and will provide development services for the construction of the development.

In addition, MDHA has been coordinating with HUD on a landmark process whereby the 50 affordable units are drawn down from MDHA's Faircloth allotment (total number of available new construction public housing units per Section 9(g)(3) of the Housing Act of 1937) with an anticipated immediate conversion to RAD thereafter. To this end, MDHA has submitted a mixed-finance proposal to HUD, which is pending approval.

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.


Will Choppin

Attachment

**INCUMBENCY CERTIFICATE OF
METROPOLITAN DEVELOPMENT AND HOUSING AGENCY**

Effective Date: December __, 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 December 10, 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>
	Chair	
	Vice Chair for Housing	
	Vice Chair for Development	
James E. Harbison	Secretary-Treasurer and Executive Director	
James L. Thiltgen	Deputy Executive Director	

6. This certificate is delivered to Boston Capital Corporation ("BC"), JPMorgan Chase Bank, N.A. ("Chase"), Boston Capital Corporate Tax Credit Fund XLIX, A Limited Partnership ("Investor"), BCCC Inc. ("SLP"), Holland & Knight LLP ("H&K"), Phillips Lytle LLP ("Phillips"), and Reno & Cavanaugh, PLLC ("R&C"). Each of BC, Chase, Investor, SLP, H&K, Phillips, 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, _____, Chair 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.

_____, Chairman

EXHIBIT "A"

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

Effective Date: December __, 2019

The undersigned, being a quorum of the Board of Commissioners of Metropolitan Development and Housing Agency ("MDHA"), at a duly called meeting on December 10, 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, Randee Rogers, L.P., a Tennessee limited partnership ("Partnership"), was created to construct improvements known as Randee Rogers Apartments, consisting of 50 low-income housing units and 50 workforce and market-rate units (the "Project") on approximately 1.76 acres of real property which is commonly known as 1419 Rosa L. Parks Boulevard, Nashville, Davidson County, Tennessee (the "Property");

WHEREAS, MDHA is the developer of the Project;

WHEREAS, MDHA Randee Rogers, 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 affiliate 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 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, MDHA will further execute a long-term improvements lease to convey the Project to the Partnership (the "Improvements Lease"), evidenced with a Memorandum of Improvements Lease, which will be recorded with the Davidson County Register of Deeds (the "Memorandum of Improvements Lease," together with the Improvements Lease the "Improvements Lease Documents;" the "Ground Lease Documents," together with the "Improvements Lease Documents" the "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, MDHA, by separate Resolution No. ____-19, is issuing its Multifamily Housing Revenue Bond (Ranee Rogers, L.P. Project), Series 2019 (the "Bond") in the principal amount of not to exceed Sixteen Million Dollars (\$16,000,000.00) (the "Bond Debt"). The Bond Debt will provide construction financing and, upon satisfaction of certain conditions set forth in the Bond Documents, permanent financing for the Project, in the principal amount of not to exceed Seven Million Four Hundred Thousand Dollars (\$7,400,000);

WHEREAS, pursuant to a Bond Purchase Agreement (the "BPA"), Financing Agreement (the "Financing Agreement"), Land Use Restriction Agreement (the "LURA"), Subordination Agreement (the "Subordination Agreement"), and Collateral Assignment and Pledge of Developer Fees and Security Agreement ("Assignment of Developer Fees"), Chase is purchasing the Bond and providing the Bond proceeds to the Partnership for costs incurred in connection with the construction of the Project. Repayment of the Bond Debt by the Partnership will be effectuated by rental payments made to MDHA pursuant to the Improvements Lease. To facilitate financing and secure repayment of the Bond Debt, MDHA will execute a Deed of Trust, Assignment of Leases, Security Agreement and Fixture Filing (the "Deed of Trust") for the benefit of Chase encumbering its fee estate in the Property, together with a Payment and Performance Guaranty and an Exceptions to Non-Recourse Guaranty, both in favor of Chase (the Payment and Performance Guaranty and Exceptions to Non-Recourse Guaranty (collectively, the "Bond Guaranty," and together with the "BPA," the "Financing Agreement," "LURA," "Subordination Agreement," "Assignment of Developer Fees," "Deed of Trust," and any other assignments, indemnities, guaranties, certificates, instruments, and documents to be executed by MDHA in connection the Bond Debt, the "Bond Documents").

WHEREAS, MDHA is making two loans to the Partnership in the approximate principal amount of (1) Sixteen Million Eighty Seven Thousand Eight Hundred Thirteen Dollars (\$16,087,813.00) and (2) Eight Hundred Forty Thousand Two Hundred Seventy Six Dollars (\$840,276.00), or such amount as an authorized officer may deem necessary to consummate the transactions contemplated in this Resolution (together, the "MDHA Loan"), evidenced by an Agency Promissory Note (Metro Funds) and an Agency Promissory Note (Capital Funds), and all instruments and documents securing the MDHA Loan (collectively, the "MDHA Loan Documents");

WHEREAS, the proceeds of the MDHA Loan are comprised of the following sources: (1) Fourteen Million Two Hundred Fifty Thousand Dollars (\$14,250,000.00) Housing Funds from the Metropolitan Government of Nashville and Davidson County ("Metro Housing Funds"), Ten Million Seven Hundred Forty One Thousand Five Hundred Ten Dollars (\$10,741,510.00) of which to be paid at the time of closing, and Three Million Five Hundred Eight Thousand Four Hundred Ninety Dollars (\$3,508,490.00) of which to be paid in a post-construction installment; (2) One Million Eight Hundred Thirty Seven Thousand Eight Hundred Thirteen Dollars (\$1,837,813.00) Capital Improvements Budget Funds from the Metropolitan Government of Nashville and Davidson County ("Metro CIB Funds," together with the "Metro Housing Funds" the "Metro Funds"); (3) Eight Hundred Forty Thousand Two Hundred Seventy Six Dollars (\$840,276.00) Public Housing Capital Funds from the United States Department of Housing and Urban Development ("HUD") ("Public Housing Funds");

WHEREAS, simultaneously with or subsequent to closing on the Bond Debt and MDHA Loans, MDHA is entering into a Development Agreement with the Partnership (the "Development Agreement"), pursuant to which the Partnership designates MDHA as developer of the Project;

WHEREAS, simultaneously with or subsequent to closing on the Bond Debt and MDHA Loans, the General Partner intends to enter into an Amended and Restated Agreement of Limited Partnership with Boston Capital Corporate Tax Credit Fund XLIX, A Limited Partnership, a Massachusetts limited partnership (the "Investor Limited Partner"), and BCCC, Inc., a Massachusetts corporation (the "Special Limited Partner," and together with the "Investor Limited Partner," the "Limited Partners") to facilitate an equity investment by the Limited Partners in the Project (the "Equity Investment"), and to facilitate the Equity Investment MDHA shall serve as guarantor and execute a Guaranty Agreement (the "Equity Guaranty"), Right of First Refusal Agreement (the "ROFR"), and such other assignments, indemnities, guaranties, certificates, instruments, and documents as may be required by Limited Partners (collectively, the "Equity Documents");

WHEREAS, MDHA has submitted a Mixed Finance Development Proposal and related evidentiary documents to HUD to utilize public housing funds as a development financing source for the Project and to provide public housing operating subsidy for fifty (50) public housing units at the Project in accordance with HUD public housing requirements (the "Public Housing Units");

WHEREAS, MDHA will execute certain Public Housing Documents with HUD or for the benefit of HUD in connection with the Public Housing Units, including a Mixed-Finance Amendment to the Consolidated Annual Contributions Contract, a Regulatory and Operating Agreement, a Declaration of Trust/Restrictive Covenants, and such other Public Housing Documents, subordination agreements, documents, agreements, amendments and/or certifications required by HUD (collectively, the "Public Housing Documents");

WHEREAS, upon construction of the Project or as soon thereafter as permitted by HUD, MDHA intends to convert the Public Housing Units to Section 8 Project Based Assistance pursuant to the HUD Rental Assistance Demonstration ("RAD") program;

WHEREAS, in furtherance of the conversion of the Public Housing Units to RAD Project Based Rental Assistance to the Project, MDHA will enter into a Rental Assistance Demonstration Use Agreement (a "RAD Use Agreement," together with such other subordination agreements, documents, agreements, amendments (including amendments to organizational documents) and/or certifications required by HUD, the "RAD 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 and convey a long-term leasehold estate in the Property and the Project 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 Bond Documents, as well as any and all documents, instruments and agreements contemplated thereunder or required for purposes of MDHA or the Partnership entering into the Bond Documents or for the purposes of entering into any equity guaranty or funding any reserve agreements as may be required by Chase 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 MDHA Loan Documents, as well as any and all other documents, instruments, and agreements contemplated thereunder or required for purposes of entering into the MDHA Loan Documents;

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

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 Limited Partners 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 Public Housing Documents, as well as any and all documents, instruments and agreements contemplated thereunder or required for purposes of entering into the Public Housing Documents or for the purposes of entering into any agreement as may be required by HUD 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 RAD Documents, as well as any and all documents, instruments and agreements contemplated thereunder or required for purposes of entering into the RAD Documents or for the purposes of entering into any agreement as may be required by HUD to consummate the transactions contemplated in this Resolution;

FURTHER RESOLVED, that the form, terms and provisions of the Lease Documents, PILOT Documents, the Bond Documents, the MDHA Loan Documents, the Development Agreement, the Equity Documents, and the HUD Agreements (collectively, 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 _____, the Chair, _____, the Vice Chair for Housing, _____, 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.

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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 10th day of December, 2019.

By: _____
James E. Harbison,
Secretary/Treasurer

EXHIBIT "B"

Charter of MDHA

EXHIBIT "C"

Bylaws of MDHA

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY
INTEROFFICE MEMORANDUM

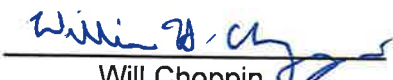
December 10, 2019

TO: MDHA Board of Commissioners
FROM: Will Choppin, MDHA General Counsel
SUBJECT: Approval of Randee Rogers Bond Resolution

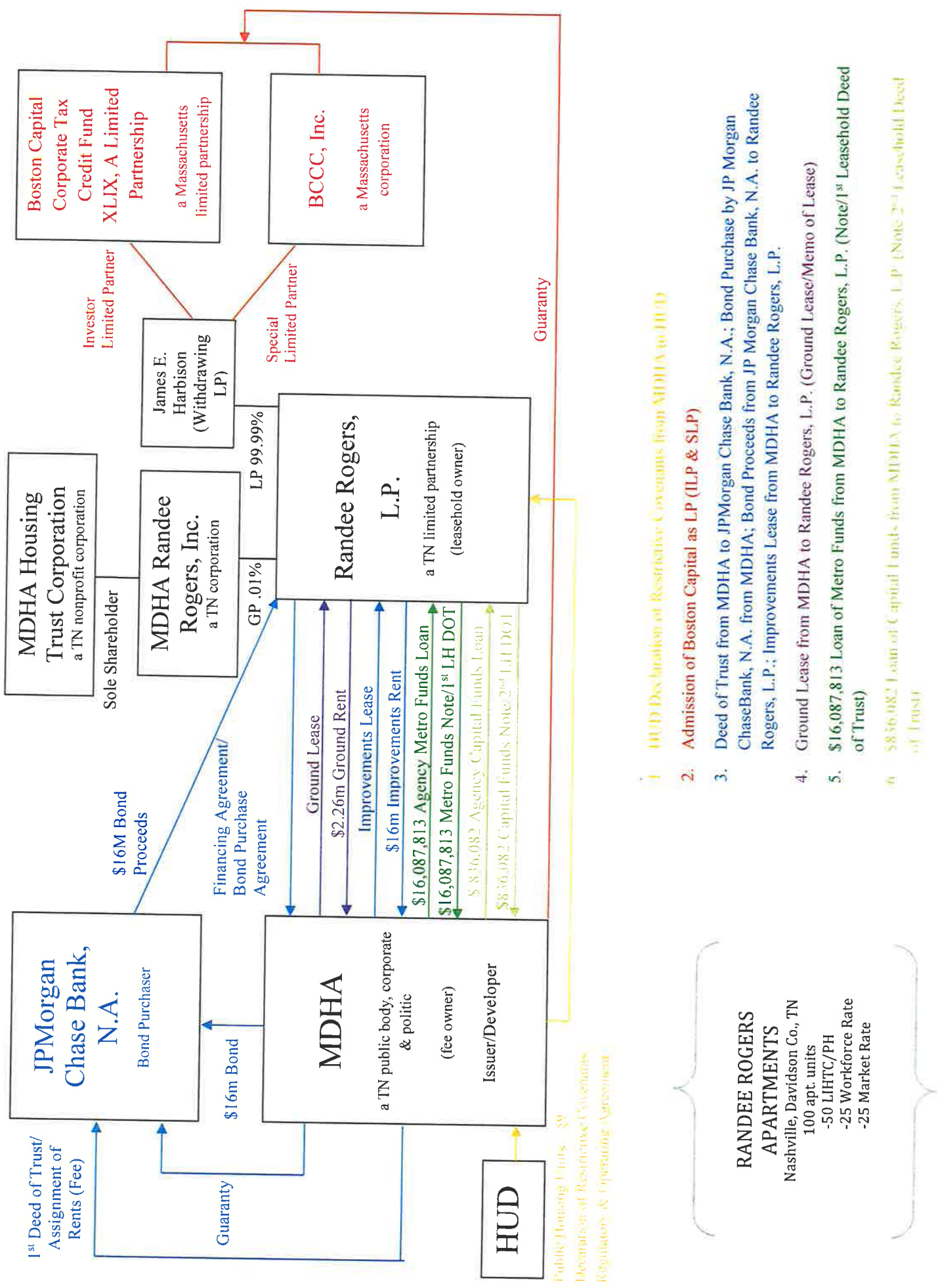
This Board in August of this year declared its official intent to issue revenue bonds in an amount not to exceed \$20 million dollars for project costs of Randee Rogers Apartments. The proceeds of these bonds would be used to reimburse Randee Rogers, L.P. The attached bond resolution authorizes an aggregate principal amount of not exceeding \$16,000,000.00, for the execution, issuance, sale, and delivery to JP Morgan Chase ("Chase"), which is purchasing the bonds. Bond proceeds flow to Randee Rogers, L.P. pursuant to applicable Financing and Bond Purchase Agreements among MDHA, Chase, and Randee Rogers, L.P. These bond proceeds are repaid to Chase via rent payment pursuant to a lease agreement between MDHA and Randee Rogers, L.P.

The total project budget is approximately \$29.9 million. A companion Resolution which covers the balance of the financing is being presented to this Board for consideration as well.

It is recommended that the Board of Commissioners adopt the attached resolution which details the Bond issuance, purchase, and delivery, as well as the various Agreements, Guarantees, and Covenants pertaining to the bond financing.


Will Choppin

Attachments



RANDEE ROGERS APARTMENTS
 Nashville, Davidson Co., TN
 100 apt. units
 -50 LIHTC/PH
 -25 Workforce Rate
 -25 Market Rate

1. HUD Declaration of Restrictive Covenants from MDHA to HUD
2. Admission of Boston Capital as LP (ILP & SLP)
3. Deed of Trust from MDHA to JPMorgan Chase Bank, N.A.; Bond Purchase by JP Morgan Chase Bank, N.A. from MDHA; Bond Proceeds from JP Morgan Chase Bank, N.A. to Randee Rogers, L.P.; Improvements Lease from MDHA to Randee Rogers, L.P.
4. Ground Lease from MDHA to Randee Rogers, L.P. (Ground Lease/Memo of Lease)
5. \$16,087,813 Loan of Metro Funds from MDHA to Randee Rogers, L.P. (Note/1st Leasehold Deed of Trust)
6. \$836,082 Loan of Capital Funds from MDHA to Randee Rogers, L.P. (Note 2nd Leasehold Deed of Trust)

RESOLUTION NO. -19

RESOLUTION AUTHORIZING AND APPROVING ALL DOCUMENTS, INSTRUMENTS, ACTIONS AND MATTERS NECESSARY OR APPROPRIATE FOR, OR PERTAINING TO, THE ISSUANCE, SALE AND DELIVERY BY THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY OF ITS BONDS, NOTES, DEBENTURES OR OTHER INSTRUMENTS IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$16,000,000 TO FINANCE CERTAIN COSTS INCURRED IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION, INSTALLATION AND EQUIPPING OF A 100 UNIT MULTIFAMILY HOUSING FACILITY KNOWN AS RANDEE ROGERS APARTMENTS.

WHEREAS, 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 "housing projects" and "mixed-finance projects" (both 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; and

WHEREAS, by Resolution No. 27-19 adopted by the Board of Commissioners of MDHA on August 13, 2019, MDHA declared its official intent to reimburse Randee Rogers, L.P. (the "Company"), a Tennessee limited partnership whose general partner is MDHA Randee Rogers, Inc., a Tennessee corporation which is controlled by MDHA Housing Trust Corporation, a Tennessee nonprofit corporation and instrumentality of MDHA, from the proceeds of revenue bonds to be issued by MDHA pursuant to the Act certain costs incurred in connection with the acquisition, construction, installation and equipping of a 100 unit "qualified residential rental project" within the meaning of Section 142(d) of the Internal Revenue Code of 1986, as amended (the "Code"), on approximately 1.76 acres bounded by Rosa L Parks Boulevard, Cheatham Place, Delta Avenue and Taylor Street, with a current mailing address of 1419 Rosa L Parks Boulevard, Nashville, Davidson County, Tennessee (the "Project"); and

WHEREAS, MDHA has determined to finance certain costs incurred in connection with the Project by issuing its revenue bonds in the aggregate principal amount of not exceeding \$16,000,000; and

WHEREAS, the following documents have been presented to the Board of Commissioners of MDHA for approval in connection with the issuance, sale and delivery of such revenue bonds:

- (i) The proposed form of the Financing Agreement (the "Financing Agreement") among MDHA, the Company and JPMorgan Chase Bank, N.A. (the "Bondholder");
- (ii) The proposed form of the Multifamily Housing Revenue Bond (Randee Rogers, L.P. Project), Series 2019 (the "Bond") (attached as Exhibit 5.1(b) to the Financing Agreement);

(iii) The proposed form of the Bond Purchase Agreement (the "Bond Purchase Agreement") among MDHA, the Company and the Bondholder;

(iv) The proposed form of the Lease Agreement (the "Lease Agreement") between MDHA and the Company;

(v) The proposed form of the Land Use Restriction Agreement (the "Land Use Restriction Agreement") between MDHA and the Company;

(vi) The proposed form of the Deed of Trust, Assignment of Leases, Security Agreement and Fixture Filing (the "Deed of Trust") from MDHA for the benefit of the Bondholder;

(vii) The proposed form of the Exceptions to Non-Recourse Guaranty from MDHA for the benefit of the Bondholder and the proposed form of the Payment and Performance Guaranty and the Environmental Indemnity Agreement, both from MDHA and the Company for the benefit of the Bondholder (all such documents, collectively, the "Guaranty Documents");

(viii) The proposed form of the Collateral Assignment and Pledge of Developer Fees and Security Agreement (the "Assignment of Developer Fees") from MDHA, in its capacity as the developer of the Project, for the benefit of the Bondholder;

(ix) The proposed form of the Subordination Agreement (the "Subordination Agreement") among the Bondholder, MDHA and the Company; and

(x) The proposed form of Declaration of Land Use Restrictive Covenants for Low-Income Housing Tax Credits (the "Tax Credits LURC") between the Company and Tennessee Housing Development Agency and joined in by MDHA; and

WHEREAS, the Board of Commissioners of MDHA hereby finds and determines that issuing the Bond as described herein 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 issuing the Bond in the aggregate principal amount of not exceeding \$16,000,000 as described herein will be necessary and advantageous to MDHA in furthering the purposes of the Act.

2. Authorization of the Bond. Under and pursuant to the provisions of the Act, and in consideration of payment therefor, the Board of Commissioners of MDHA hereby authorizes the execution, issuance, sale and delivery to the Bondholder, in consideration of

payment therefor, of the Bond in the aggregate principal amount of not to exceed \$16,000,000, the proceeds of the sale thereof to be used for the purposes specified in the Financing Agreement and the Bond Purchase Agreement.

3. Approval of the Financing Agreement. The form, content and provisions of the Financing Agreement, as presented to this meeting of the Board of Commissioners of MDHA, by and among MDHA, the Company and the Bondholder, are in all particulars approved, and the Chairman of MDHA, the Executive Director and Secretary of MDHA, and the Deputy Executive Director of MDHA, or any two thereof, for and on behalf of MDHA, are hereby authorized, empowered and directed to execute, attest and deliver said Financing Agreement in the name, and on behalf, of MDHA. The Financing Agreement is to be in substantially the form now before this meeting of the Board of Commissioners, with appropriate variations, corrections, deletions, omissions, insertions and additions, and with such other changes therein as shall be approved by the representatives of MDHA executing the same, the execution thereof to constitute conclusive evidence of such approval of any and all such changes or revisions. The representatives of MDHA as described above are hereby authorized, empowered and directed, from and after the execution and delivery of the Financing Agreement, to do all acts and things, and to execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of said Financing Agreement, as executed and delivered.

4. Approval of the Bond. The form, content and provisions of the Bond, as set forth in Exhibit 5.1(b) attached to the Financing Agreement presented to this meeting of the Board of Commissioners of MDHA, are in all particulars hereby approved, and the Chairman of MDHA, the Executive Director and Secretary of MDHA, and the Deputy Executive Director of MDHA, or any two thereof, acting for and on behalf of MDHA, are hereby authorized, empowered and directed to execute, attest and deliver the Bond to the Bondholder, in consideration of payment therefor, in the name and on behalf of MDHA. The Bond is to be in substantially the form now before this meeting of the Board of Commissioners of MDHA, with appropriate variations, corrections, deletions, omissions, insertions and additions, and with such other changes therein as shall be approved by the representatives of MDHA executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all such changes or revisions, and, when the Bond shall be executed, attested and delivered in the manner contemplated herein, in the aggregate principal amount of not to exceed Sixteen Million Dollars (\$16,000,000), it shall conclusively be the approved form of the Bond.

5. Approval of the Bond Purchase Agreement. The form, content and provisions of the Bond Purchase Agreement, as presented to this meeting of the Board of Commissioners of MDHA, by and among MDHA, the Company and the Bondholder, are in all particulars approved, and the Chairman of MDHA, the Executive Director and Secretary of MDHA, and the Deputy Executive Director of MDHA, or any two thereof, for and on behalf of MDHA, are hereby authorized, empowered and directed to execute, attest and deliver said Bond Purchase Agreement in the name, and on behalf, of MDHA. The Bond Purchase Agreement is to be in substantially the form now before this meeting of the Board of Commissioners, with appropriate variations, corrections, deletions, omissions, insertions and additions, and with such other changes therein as shall be approved by the representatives of MDHA executing the same, the execution thereof to constitute conclusive evidence of such approval of any and all such

changes or revisions. The representatives of MDHA as described above are hereby authorized, empowered and directed, from and after the execution and delivery of the Bond Purchase Agreement, to do all acts and things, and to execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of said Bond Purchase Agreement, as executed and delivered.

6. Approval of the Lease Agreement. The form, content and provisions of the Lease Agreement, as presented to this meeting of the Board of Commissioners of MDHA, by and between MDHA and the Company, are in all particulars approved, and the Chairman of MDHA, the Executive Director and Secretary of MDHA, and the Deputy Executive Director of MDHA, or any two thereof, for and on behalf of MDHA, are hereby authorized, empowered and directed to execute, attest and deliver said Lease Agreement in the name, and on behalf, of MDHA. The Lease Agreement is to be in substantially the form now before this meeting of the Board of Commissioners, with appropriate variations, corrections, deletions, omissions, insertions and additions, and with such other changes therein as shall be approved by the representatives of MDHA executing the same, the execution thereof to constitute conclusive evidence of such approval of any and all such changes or revisions. The representatives of MDHA as described above are hereby authorized, empowered and directed, from and after the execution and delivery of the Lease Agreement, to do all acts and things, and to execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of said Lease Agreement, as executed and delivered, including, without limitation, a Memorandum of Lease relating thereto.

7. Approval of Land Use Restriction Agreement. The form, content and provisions of the Land Use Restriction Agreement, as presented to this meeting of the Board of Commissioners of MDHA, by and between MDHA and the Company, are in all particulars approved, and the Chairman of MDHA, the Executive Director and Secretary of MDHA, and the Deputy Executive Director of MDHA, or any two thereof, for and on behalf of MDHA, are hereby authorized, empowered and directed to execute, attest and deliver said Land Use Restriction Agreement in the name, and on behalf, of MDHA. The Land Use Restriction Agreement is to be in substantially the form now before this meeting of the Board of Commissioners, with appropriate variations, corrections, deletions, omissions, insertions and additions, and with such other changes therein as shall be approved by the representatives of MDHA executing the same, the execution thereof to constitute conclusive evidence of such approval of any and all such changes or revisions. The representatives of MDHA as described above are hereby authorized, empowered and directed, from and after the execution and delivery of the Land Use Restriction Agreement, to do all acts and things, and to execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of said Land Use Restriction Agreement, as executed and delivered.

8. Approval of the Deed of Trust. The form, content and provisions of the Deed of Trust, as presented to this meeting of the Board of Commissioners of MDHA, from MDHA for the benefit of the Bondholder, are in all particulars approved, and the Chairman of MDHA, the Executive Director and Secretary of MDHA, and the Deputy Executive Director of MDHA, or any two thereof, for and on behalf of MDHA, are hereby authorized, empowered and directed to execute, attest and deliver said Deed of Trust in the name, and on behalf, of MDHA. The Deed of Trust is to be in substantially the form now before this meeting of the Board of

Commissioners, with appropriate variations, corrections, deletions, omissions, insertions and additions, and with such other changes therein as shall be approved by the representatives of MDHA executing the same, the execution thereof to constitute conclusive evidence of such approval of any and all such changes or revisions. The representatives of MDHA as described above are hereby authorized, empowered and directed, from and after the execution and delivery of the Deed of Trust, to do all acts and things, and to execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of said Deed of Trust, as executed and delivered.

9. Approval of the Guaranty Documents. The form, content and provisions of each of the Guaranty Documents, as presented to this meeting of the Board of Commissioners of MDHA, from MDHA and, if applicable, the Company for the benefit of the Bondholder, are in all particulars approved, and the Chairman of MDHA, the Executive Director and Secretary of MDHA, and the Deputy Executive Director of MDHA, or any two thereof, for and on behalf of MDHA, are hereby authorized, empowered and directed to execute, attest and deliver each of the Guaranty Documents in the name, and on behalf, of MDHA. The Guaranty Documents are to be in substantially the form now before this meeting of the Board of Commissioners, with appropriate variations, corrections, deletions, omissions, insertions and additions, and with such other changes therein as shall be approved by the representatives of MDHA executing the same, the execution thereof to constitute conclusive evidence of such approval of any and all such changes or revisions. The representatives of MDHA as described above are hereby authorized, empowered and directed, from and after the execution and delivery of the Guaranty Documents, to do all acts and things, and to execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of the Guaranty Documents, as executed and delivered.

10. Approval of the Assignment of Developer Fees. The form, content and provisions of the Assignment of Developer Fees, as presented to this meeting of the Board of Commissioners of MDHA, from MDHA, in its capacity as developer of the Project, for the benefit of the Bondholder, are in all particulars approved, and the Chairman of MDHA, the Executive Director and Secretary of MDHA, and the Deputy Executive Director of MDHA, or any two thereof, for and on behalf of MDHA, are hereby authorized, empowered and directed to execute, attest and deliver said Assignment of Developer Fees in the name, and on behalf, of MDHA. The Assignment of Developer Fees is to be in substantially the form now before this meeting of the Board of Commissioners, with appropriate variations, corrections, deletions, omissions, insertions and additions, and with such other changes therein as shall be approved by the representatives of MDHA executing the same, the execution thereof to constitute conclusive evidence of such approval of any and all such changes or revisions. The representatives of MDHA as described above are hereby authorized, empowered and directed, from and after the execution and delivery of the Assignment of Developer Fees, to do all acts and things, and to execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of said Assignment of Developer Fees, as executed and delivered.

11. Approval of the Subordination Agreement. The form, content and provisions of the Subordination Agreement, as presented to this meeting of the Board of Commissioners of MDHA, by and among the Bondholder, MDHA and the Company, are in all particulars approved, and the Chairman of MDHA, the Executive Director and Secretary of

MDHA, and the Deputy Executive Director of MDHA, or any two thereof, for and on behalf of MDHA, are hereby authorized, empowered and directed to execute, attest and deliver said Subordination Agreement in the name, and on behalf, of MDHA. The Subordination Agreement is to be in substantially the form now before this meeting of the Board of Commissioners, with appropriate variations, corrections, deletions, omissions, insertions and additions, and with such other changes therein as shall be approved by the representatives of MDHA executing the same, the execution thereof to constitute conclusive evidence of such approval of any and all such changes or revisions. The representatives of MDHA as described above are hereby authorized, empowered and directed, from and after the execution and delivery of the Subordination Agreement, to do all acts and things, and to execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of said Subordination Agreement, as executed and delivered.

12. Approval of Tax Credits LURC. The form, content and provisions of the Tax Credits LURC, as presented to this meeting of the Board of Commissioners of MDHA, by and between the Company and Tennessee Housing Development Agency, and joined in by MDHA, are in all particulars approved, and the Chairman of MDHA, the Executive Director of MDHA, or the Deputy Executive Director of MDHA, or any one of them, acting alone, for and on behalf of MDHA, are hereby authorized, empowered and directed to execute and deliver said Tax Credits LURC in the name, and on behalf, of MDHA. The Tax Credits LURC is to be in substantially the form now before this meeting of the Board of Commissioners, with appropriate variations, corrections, deletions, omissions, insertions and additions, and with such other changes therein as shall be approved by the representative of MDHA executing the same, the execution thereof to constitute conclusive evidence of such approval of any and all such changes or revisions. The representatives of MDHA as described above, or any one of them, acting alone, for and on behalf of MDHA, are hereby authorized, empowered and directed, from and after the execution and delivery of the Tax Credits LURC, to do all acts and things, and to execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of said Tax Credits LURC, as executed and delivered.

13. Tax Covenant. MDHA hereby covenants and agrees to comply with each applicable requirement of the Code, necessary to maintain the exclusion of interest on the Bond from gross income for federal income tax purposes. In furtherance of the covenant contained in the preceding sentence, MDHA agrees to comply with the provisions of the Tax Certificate and Agreement (the "Tax Agreement") to be prepared by Bond Counsel and executed and delivered by MDHA and the Company at the time of the closing of the issuance of the Bond, as such Tax Agreement may be amended from time to time, as a source of guidance for achieving compliance with the Code, and the Chairman of MDHA, the Executive Director of MDHA and the Deputy Executive Director of MDHA, or any one of them, acting alone, for and on behalf of MDHA, are hereby authorized and directed to execute and deliver the Tax Agreement on behalf of and in the name of MDHA.

14. Miscellaneous Acts. The Chairman of MDHA, the Executive Director of MDHA and the Deputy Executive Director 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, attest, 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.

15. Limitation of Liability. Neither The Metropolitan Government of Nashville and Davidson County nor the State of Tennessee nor any political subdivision thereof, other than MDHA (and, as to MDHA, subject to the limitations described herein), shall be liable for the payment of the principal of or the interest on the Bond or for the performance of any pledge, obligation, agreement or certification of any kind whatsoever of MDHA, and neither the Bond nor any of the pledges, agreements, obligations or certifications of MDHA related thereto shall be construed to constitute an indebtedness or obligation of, or a pledge of the faith and credit or any taxing power of, The Metropolitan Government of Nashville and Davidson County or the State of Tennessee or any political subdivision thereof, other than MDHA (and, as to MDHA, subject to the limitations described herein), within the meaning of any constitutional or statutory provisions whatsoever. Neither the faith and credit nor the taxing power of The Metropolitan Government of Nashville and Davidson County or the State of Tennessee or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bond or other costs incident thereto. MDHA has no taxing power.

No recourse under or upon any statement, obligation, covenant, agreement or certification contained in any of the documents executed and delivered in connection with the issuance of the Bond, including, without limitation, the instruments or documents evidencing and/or securing the same, or any other document or certification whatsoever or under any judgment obtained against MDHA or by the enforcement of any assessment or by any legal or equitable proceeding or by virtue of any constitution or statute or otherwise, or under any circumstances, under or independent of the documents executed and delivered in connection with the issuance of the Bond, including, without limitation, the instruments or documents evidencing and/or securing the same, or any other document or certification, whatsoever, shall be had against any incorporator, member, director, commissioner or officer, as such, past, present or future, of MDHA, either directly or through MDHA, or otherwise, for the payment for, or to, MDHA, or any receiver thereof, or from or to, the holder of the Bond or the instruments or documents evidencing and/or securing the Bond, for any sum that may be due and unpaid by MDHA upon the Bond or such instruments or documents, or the interest payable thereon. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director, commissioner or officer, as such, to respond by reason of any act or omission on his or her part or otherwise for, directly or indirectly, the payment for, or to, MDHA or any receiver thereof, or for, or to, the holder of the Bond or the instruments or documents evidencing and/or securing the Bond, or the interest payable thereon, shall be deemed to have been waived and released as a condition of, and consideration for, the execution and delivery of the Bond and the aforesaid instruments and documents.

Further, and not by way of limitation of the preceding paragraphs of this Section 15 the Bond and the instruments and documents evidencing and/or securing the Bond, and the interest payable thereon, are special limited and not general obligations of MDHA giving rise to no pecuniary liability of MDHA, are payable solely from the revenues and other funds

pledged therefor and are a valid claim of the holder and owner thereof only against the revenues and other funds pledged therefor and no further or otherwise.

16. Balloon Indebtedness. The Board of Commissioners of MDHA hereby (i) acknowledges that the Bond includes a put/call feature whereby the Bondholder may require payment in full of the then outstanding principal balance on the fifteenth (15th) anniversary of the conversion of the indebtedness evidenced thereby from construction financing to permanent financing, as such conversion is described in the Financing Agreement and in the Bond Purchase Agreement, upon not less than one hundred twenty (120) days prior written notice, (ii) finds that such repayment structure is in the public interest, and (iii) states that it is aware of the risks and benefits associated with the proposed transaction, that it is willing to pay any additional costs associated with subsequently required refunding debt, that it understands its obligation, if required by applicable law, to submit a plan of refunding to the comptroller of the treasury with respect to such refunding debt, and that it acknowledges that the Bondholder does not owe a fiduciary duty to MDHA, that the Bondholder is acting for its own business and commercial interests, and that the Board of Commissioners has consulted with such advisors and experts as it deems appropriate before entering into this Resolution. The provisions of this Section 16 are intended to satisfy the requirements to qualify for a blanket exemption from the requirement to obtain approval from the comptroller of the treasury of balloon indebtedness under Tennessee Code Annotated Section 9-21-134.

17. Authority. The Bondholder is authorized and directed, without limitation or inquiry, irrespective of the circumstances, to honor and carry out all orders, directions or instructions of the Chairman of MDHA, the Executive Director of MDHA and the Deputy Executive Director of MDHA, or any one of them, acting alone, for and on behalf of MDHA, as to the disposition of any proceeds of the Bond.

18. Ratification. Any and all acts previously taken by the Chairman of MDHA, the Executive Director of MDHA and the Deputy Executive Director 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.

19. 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.

20. 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.

21. 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.

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

(signatures on following page)

Approved and adopted this 10th day of December, 2019.

METROPOLITAN DEVELOPMENT AND
HOUSING AGENCY

By: _____
Chairman

By: _____
James E. Harbison, Executive Director and
Secretary

16

**METROPOLITAN DEVELOPMENT AND HOUSING AGENCY
INTEROFFICE MEMORANDUM**

December 10, 2019

TO: MDHA Board of Commissioners
FROM: James E. Harbison, MDHA Executive Director
SUBJECT: Approval of Memorandum of Agreement for Senior Advisor on Homelessness

Board approval is sought for MDHA's entering into a MOA (a form of which is attached to this Memo along with a proposed Position Description) with the Metropolitan Government to support the dual funding of a position. The Director of Shared Strategy & Impact will support collaboration across Metro departments, non-profit partners, and other government agencies to help create more effective systems of support and opportunity for those experiencing poverty. This investment by MDHA will support remediation of homelessness in MDHA's HUD-defined area of responsibility—Davidson County—by partially funding this new strategic position to focus on improving Nashville's homelessness approach.

The position description is tailored to incorporate certain tenets of HUD's 2018-2022 Strategic Plan and the objective of reducing homelessness, preventing homelessness whenever possible, and quickly helping Americans who become homeless to ensure such experiences are brief and non-recurring. These also include, but are not limited to: the following strategies:

- Implement cost-effective strategies across Continuums of Care (CoCs) and other HUD-assisted housing resources that target resources to those with the highest need;
- Target HUD-Department of Veterans Affairs (VA) Supportive Housing (HUD-VASH) to the most vulnerable veterans experiencing homelessness.

The initial key objectives of the position include the following:

- Developing a shared strategy for Metro and MDHA to leverage and accelerate community impact on homelessness and housing;
- Identifying strategically critical data and information for needs assessment, strategy development, and execution for Metro, MDHA, and the community;
- Assisting Metro and MDHA in their continuous work to strengthen stakeholder relationships around social services, housing, and homelessness.

Board approval is sought to approve MDHA's partial funding of this position on a one-year basis, subject to review by this Board. MDHA's funding commitment for a one year trial basis will be approximately \$72,000.



James E Harbison

Attachments

CLASS TITLE: DIRECTOR, SHARED STRATEGY AND IMPACT (DUAL METRO/MDHA ROLE)

A. JOB OBJECTIVE

Under the direction of both Metro Social Services and MDHA, with a direct line to the Mayor's Office, the Director of Shared Strategy and Impact will support collaboration across all Metro departments, non-profit partners, and other government agencies to help create more effective and collective systems of support and opportunity for those experiencing poverty. Embedded within existing work and departments, the director will work with others to create shared, transparent, and efficient strategies that result in greater impact on tough community challenges. The position's structure reflects its collaborative and shared nature with funding provided in the budgets of Metro Social Services and MDHA. The position also reflects the Mayor's Office's focus on resource effectiveness and the need for Metro departments, the Mayor's Office, and the larger community to work in ways that are collaborative, shared, and better serve Nashvillians.

The position will focus on priority areas with others as determined by community need. The priority area for the initial work is homelessness, including the following: cold weather sheltering; coordinated entry; data collection, sharing and usage for system improvement.

B. DUTIES AND RESPONSIBILITIES

1. Essential Functions

- Develop a shared strategy for Metro and MDHA to leverage and accelerate community impact on homelessness and housing, aligning with goals set forth by HUD, Continuum of Care, and community homeless strategy planning, and the existing Homeless Planning Council Strategic Community Plan, as well as identified highest impact gaps to execution of planning, including what role MDHA and Metro can appropriately play to help solve them with community partners;
- Develop and implement strategies which specifically address HUD's Strategic Objective of reducing homelessness as set forth in the 2018-2022 HUD Strategic Plan, specifically focused on the following strategies: create an unsheltered homelessness strategy that targets technical assistance and other resources to communities that have had large increases in unsheltered homelessness; implement cost-effective strategies across Continuums of Care (CoCs) and other HUD-assisted housing resources that target resources to those with the highest need; target HUD-Department of Veterans Affairs (VA) Supportive Housing (HUD-VASH) to the most vulnerable veterans experiencing homelessness.
- Set short-term and intermediate-term impact goals for Metro and MDHA regarding a shared strategic homelessness plan for the, based on highest-and-best use roles and unique capabilities of Metro and MDHA;
- Identify strategically critical data and information for needs assessment, strategy development and execution for Metro, MDHA, and the community, e.g., ways to accelerate capability builds around HMIS (led by Metro) and HUD Point-in-Time Count (led by MDHA);
- Identify strategically critical capabilities for Metro and MDHA to further in support of shared strategy and work within departments and MDHA; help Metro and MDHA and its related departments and agencies better break down silos and build and cross-leverage critical capabilities;
- Assist both Metro and MDHA in its continuous work to strengthen stakeholder relationships around social services, housing, and homelessness.

- Attend meetings, prepare reports, maintain records, and such other related duties as required.
2. **Equipment Used**
Computer and related software, general office equipment, and automobile.
 3. **Supervision Exercised**
May supervise administrative support employees as assigned.

C. EMPLOYMENT STANDARDS

1. Education and Experience Required

Master's degree in Social Services, Community Services, or a related field from an accredited college or university and at least five (5) years of Senior level experience in community outreach or advocacy experience working with homelessness programs.

2. Knowledge, Skills and Abilities Required

Knowledge and understanding of the federal regulations related to the Stewart B. McKinney Homeless Assistance Act as amended by S. 896 Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009; ability to interpret and understand federal rules and regulations; knowledge of funding resources; ability to prepare applications for grants; knowledge of zoning requirements for varied housing options for the homeless; understanding of the needs of the homeless and knowledge of existing resources that address these needs; ability to communicate effectively both orally and in writing; ability to maintain effective working relationships; and the willingness and mental and physical ability to perform duties involved in this classification. Ability to perform work with or without an accommodation that requires sitting, standing, and walking, dexterity of hands and clarity of vision, speech and hearing and powers of observation; other physical duties as required.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY AND
THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) made and entered into this _____ day of _____, 2019 by and between the **METROPOLITAN DEVELOPMENT AND HOUSING AGENCY**, a public body corporate and politic organized under the Tennessee Housing Authority Law, T.C.A. § 13-20-101 *et seq.* (hereinafter referred to as “**MDHA**”) and the **METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY** (hereinafter referred to as “**Metro**”).

WITNESSETH

WHEREAS, Metro wishes to create a position, Director of Shared Strategy and Impact, to support collaboration across all Metro departments, non-profit partners, and other government agencies to help create more effective and collective systems of support and opportunity for those experiencing poverty;

WHEREAS, MDHA desires to contribute to the remediation of homelessness and support HUD’s strategic goals relating to reducing homelessness;

WHEREAS, through a collaborative approach, Metro and MDHA desire to jointly fund the position of Director of Shared Strategy and Impact (hereinafter referred to as “The Position”) for a one-year period;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and for the mutual promises contained herein, the parties agree as follows:

- I. SCOPE OF SERVICES:** This MOU refers to MDHA’s contribution on a one-year basis, subject to approval and periodic review by the MDHA Board of Commissioners, to the salary and benefits costs attributable to the Position. MDHA’s contribution and participation in this MOU is contingent upon the position embracing HUD’s specific goal of reducing homelessness as set forth in the HUD 2018-2022 Strategic Plan. The Position will, among other things, specifically focus on the following objectives of the Strategic Plan:
- A. Implement cost-effective strategies across Continuums of Care (CoCs) and other HUD-assisted housing resources that target resources to those with the highest need;
 - B. Target HUD-Department of Veterans Affairs (VA) Supportive Housing (HUD-VASH) to the most vulnerable veterans experiencing homelessness;

The Position Description attached as Exhibit A sets forth in greater detail the role and expectations for the Position.

II. TIME OF PERFORMANCE

- A. Services provided under this MOU shall commence on the _____ day of _____, 2019 and terminate one (1) year thereafter; at the option of MDHA, this MOU may be extended one additional period of twelve (12) months.
- B. This MOU may be terminated by either MDHA or Metro upon thirty (30) days written notice to the other party.

III. EMPLOYMENT RELATIONSHIP AND SUPERVISION: The Position will be considered an employee of the Metropolitan Government, with no employment relationship being created between the Position and MDHA. The Position will report directly to Metro Department of Social Services. To the extent necessary to achieve the goals of the HUD 2018-2022 Strategic Plan or other functions of the position pertaining to MDHA and the remediation of homelessness, the MDHA Executive Director shall be authorized to exercise supervision over the Position.

IV. MDHA CONTRIBUTION: MDHA shall contribute the sum of seventy-two thousand eight hundred (\$72,800.00) dollars toward the salary and benefits of the position. This sum shall be paid to Metro on a monthly basis for as long as this MOU remains in effect. Should the MOU be terminated, MDHA shall be under no additional obligation to provide funds toward the Position.

V. FILES AND RECORDS: All payroll, personnel, and other employment records pertaining to the Position shall be accessible to MDHA for any purpose.

VI. ASSIGNMENT: Neither Metro nor MDHA may assign its rights or delegate its duties under this MOU.

VII. NOTICES: All notices under this MOU shall be in writing and sent to the addresses listed below for each party:

Metropolitan Development and Housing Agency

Attention: Mr. James E. Harbison, Executive Director
701 South Sixth Street
Nashville, Tennessee 37206

Metropolitan Government of Nashville & Davidson County

Attention: Renee Pratt, Executive Director, Metropolitan Social Services
800 2nd Avenue North
Nashville, Tennessee 37201

VIII. ENTIRE UNDERSTANDING AND MODIFICATION: This instrument contains the entire understanding of MDHA and Metro. It may be altered only by later written MOU signed by the parties. Oral changes to this MOU will have no effect.

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

By: _____

James Harbison, Executive Director

Date

METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY

By: _____
John Cooper, Mayor

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo,
Director of Finance

Date

APPROVED AS TO FORM AND LEGALITY:

William Choppin, MDHA Attorney

Date

Assistant Metropolitan Attorney

Date

APPROVED AS TO INSURANCE REQUIREMENTS:

Director of Insurance

Date

FILED WITH:

METROPOLITAN CLERK

Date

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**METROPOLITAN DEVELOPMENT AND HOUSING AGENCY
INTEROFFICE MEMORANDUM**

December 10, 2019

TO: Board of Commissioners
FROM: Brent Grubb, Acting Director of Construction
SUBJECT: Contract Award for Randee Rogers Apartments

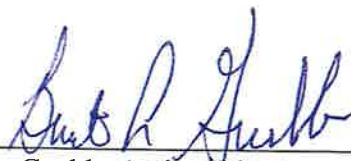
Board approval is requested to enter into a contract with R.G. Anderson Company, Inc. in the amount of \$22,120,000 for Construction of the new Randee Rogers Apartments.

Randee Rogers Apartments is a new multi-family mixed income building. The existing Randee Rogers Training Center located in the Historic Buena Vista area, at 1419 Rosa Parks Boulevard and Cheatham Place, will be demolished. In its place a new building will be constructed to include 100 units (50 affordable, 25 work force, 25 market rate). There will be 56 one bedroom units, 36 two bedroom units, 8 three bedroom units, a four story parking garage, on site leasing and maintenance offices, a community room, and on site improvements.

Bids were solicited by advertising in the Tennessean and by electronically notifying all registered MDHA contract vendors. Plans and specifications were also provided to plan rooms.

Bids were received on November 21, 2019 from 3 contractors. (See attached bid tab). The project Architect, Kline Swinney has reviewed the bids and recommends award to R.G. Anderson, Inc., see the attached letter from Kline Swinney Associates dated November 22, 2019 in reference to the award to R.G. Anderson Company, Inc.

Proposed funding for this project consists of contributions from Metro Davidson County, THDA 4% LIHTC Funds, HUD Capital Funds, Bond Issue, and traditional bank loan financing. Board approval is requested to allow an award of this contract to R.G. Anderson Company, Inc. in the amount of \$22,120,000 once all funding is secured. The construction portion of the overall project budget is \$22,870,000.



Brent Grubb, Acting Director of Construction

Attachments

FIRM: R.G. Anderson Company, Inc.
PRINCIPAL OWNER (s): W. Craig Johnson, President
LOCAL OFFICE: 1801 West End Avenue, Suite 1800
Nashville, TN 37203

PRIOR WORK WITH AGENCY: Yes

Kirkpatrick Park
\$20,505,481

Bordeaux Townhomes
\$8,377,000

Barrett Manor
\$11,688,692

Ryman Lofts
\$5,289,000

Uptown Flats
\$6,688,000



November 22, 2019

Kevin Johnson
Metropolitan Development And Housing Authority
701 South Sixth Street
Nashville, TN 37206

22 middleton street
nashville, tennessee 37210
tel: (615) 255-1854

American Institute of Architects
Tennessee Society of Architects
Construction Specifications Institute
American Correctional Association
National Council of Architectural
Registration Boards
United States Green Building Council

RE: RANDEE ROGERS APARTMENTS
NASHVILLE, TENNESSEE

Dear Mr. Johnson:

On November 21, 2019 bids were received for the above Project. The low bid was submitted by R.G. Anderson Company, Inc. Their base bid was \$22,120,000.00 and there Alternate and Unit Price were as follows:

Alternate #1 - In lieu of Andersen Windows "100 Series Fibrex" composite windows, use Andersen Windows "Silver Line V1 Series" vinyl window with nail flange and no integral "J" channel, or approved equal. - Deduct \$98,000.00

Alternate #2 - In lieu of Bunting Architectural Metals perforated metal screen system and attachment system with the mural image embossed on the screen at the parking garage, provide McNichols Perforated Metal, item # 1733315041, aluminum, 14-guage, utilizing the steel tube frame and steel embeds shown in the Contract Documents. The size of the screens and placement of the screens shall be located per the drawings. The steel frame and aluminum screen shall be painted. Refer to the Contract Documents for attachment, size and placement of steel frame structure supporting the metal mesh. - Deduct \$37,000.00

Unit Price #1 -Removal and replacement of poor of unsuitable materials - \$65.00 per Cu. yd.

Unit Price #2 - Removal of unforeseen rock - \$85.00 per Cu. yd.

We have reviewed the bid and qualifications of the low bidder. We are recommending accepting the base bid by R.G. Anderson Company, Inc. and issuing a contract to them accordingly.

Attached is confirmation from R.G. Anderson Company, Inc.

If you have any questions regarding the above, please contact us.

Sincerely,

Bart Kline, AIA

Kline Swinney Associates

architecture • interior design • planning

Original

BID SUMMARY WITH ALTERNATES

Project Name Randee Rogers Apts
 Bid Opening Date 11/21/2019
 Bid Opening Time 2:00 PM

CONTRACTOR'S NAME	BACAR INC	Consceco ^{Gr} Inc	R.G. Anderson
CONTRACTOR'S LICENCE NUMBER	21770	54592	38722
SUB CONTRACTOR NAME/ LICENCE #			
ELECTRICAL NAME	NASH.S.E LLE	Group Elec. Llc	SFA Elect. Llc
ELECTRICAL LICENCE #	70470	410351	40718
PLUMBING NAME	Sexton	WR Plumbing Inc	W.H. Mechanical Llc
PLUMBING LICENCE #	391005	66533	60157
MECHANICAL NAME	Southern Mechanical	Southern Mechanical	Southern Mechanical
MECHANICAL LICENCE#	70196	70196	70196
MASONRY NAME	WASCO Inc	WASCO Inc	Cheney Masonry
MASONRY LICENCE #	11430	11430	50006
BASE BID AMOUNT	25,590,700 ⁰⁰	28,316,582.93	22,120,000 ⁰⁰
BID BOND	50%	NONE	50%

ADDENDUMS:
 #1. Unit Cost Removal & replacement of poor & unsuitable material. The unit cutting & removal of unsuitable soil and importing & compaction of surge stone fill. 62,500
 #2. Unit cost of Removal of unforeseen rock. The unit cost includes trenching or blasting & removal of material from site. Base Qty 500 Cubic Yard 185,000
Base Qty 1,500 Cubic Yard
 Deduct Alternate #1 38,000-
 Deduct Alternate #2 210,000-
 NONE
 NONE

BID OPENER- I CERTIFY THIS TO BE TRUE REFLECT OF BIDS RECEIVED & OPENED ON 11/21/19 SIGN [Signature]
 I CERTIFY THIS BID SUMMARY TO BE ACCURATE (RECORDER) [Signature]