



**Board of Commissioners
Regular Meeting**

**Helen W. Lang Memorial Boardroom
Building B
4100 Touro Street
New Orleans, LA 70122**

AGENDA

**Tuesday, March 11, 2014
10:30 a.m.**



**HOUSING AUTHORITY OF NEW ORLEANS
BOARD OF COMMISSIONERS
REGULAR MEETING**

You are hereby notified that the **Board of Commissioners of the Housing Authority of New Orleans** will meet in **Regular Session** in the **Helen W. Lang Memorial Boardroom of the Authority** located at **4100 Touro Street, Building B – First Floor** in the **City of New Orleans, Louisiana 70122** at **10:30 a.m.** on the **11th day of March, 2014.**

David Gilmore, Chairman
Board of Commissioners

Cc: Hon. Mitch Landrieu, Mayor, City of New Orleans
Members of the City Council of New Orleans
Resident Council Presidents
Southeast Louisiana Legal Services – Housing Law Unit
The Times-Picayune
Louisiana Weekly

**HOUSING AUTHORITY OF NEW ORLEANS
BOARD OF COMMISSIONERS
REGULAR MEETING
HELEN W. LANG MEMORIAL BOARDROOM
BUILDING B
4100 TOURO STREET
NEW ORLEANS, LA 70122
MARCH 11, 2014
10:30 A.M.**

AGENDA

I. STATEMENT BY LEGAL COUNSEL

"In accordance with the Louisiana Constitution Article XII, Section 3 and LSA-R.S. 42:4.1 -13 the Board of Commissioners Meeting for the Housing Authority of New Orleans is hereby convened. As established in Sections 5 and 7 of R.S. 42 this meeting is open to the general public and notice of today's meeting as well as a copy of the Agenda have been provided and made available to the public prior to this meeting being called to order. Please adhere to the protocol as established and stated in the Agenda."

II. CALL TO ORDER

**III. APPROVAL OF THE MINUTES OF THE REGULAR MEETING HELD ON
FEBRUARY 11, 2014.**

IV. PUBLIC COMMENT

V. ITEMS FOR APPROVAL

AUTHORIZATIONS

Resolution #2014-07 - authorizes the Administrative Receiver to execute the Iberville Phase III Developer Fee Advance Loan Agreement with On Iberville Phase III, LLC in an amount not to exceed \$417,476. **TAB 1**

Resolution #2014-08 - hereby authorizes the Administrative Receiver to execute the Iberville Phase III Predevelopment Loan Agreement with On Iberville Phase III, LLC in an amount not to exceed \$999,465. **TAB 2**

Resolution #2014-09 - authorizes the Administrative Receiver to execute the Iberville/Tremé Choice Neighborhood Initiative Additional Services Agreement #6 for Public Infrastructure Work for the Iberville Development. **TAB 3**

Resolution #2014-10 - authorizes its Administrative Receiver to enter into a lease agreement and to execute any and all documents necessary to effectuate the lease with Second King Solomon Baptist Church for the Property. **TAB 4**

**AGENDA FOR THE BOARD OF COMMISSIONERS REGULAR MEETING
March 11, 2014**

RATIFICATION

Resolution #2014-11 - ratifies the actions of the Administrative Receiver in executing and awarding Contract Change Order Number 5, entered into on February 17, 2014, in the amount of three hundred fifty-one thousand nine hundred eighty-seven and 99/100 (\$351,987.99) dollars, to Durr Heavy Construction, LLC, in full satisfaction of any and all claims for equitable adjustment by Durr. **TAB 5**

WALK ON(S)

V. ADJOURNMENT



Board of Commissioners

Regular Meeting

Protocol

4100 Touro Street, Building B
New Orleans, Louisiana 70122

Revised: July 2008

The following shall be the Protocol used for all Board Meetings conducted by the Board of Commissioners for the Housing Authority of New Orleans.

- ❖ All meetings shall be called to order at 10:00 am
- ❖ The Board Chair, Executive Administrator, General Counsel and Executive Secretary must be present at all meetings.
- ❖ The Board of Commissioners meetings are open to the general public; however, no children are allowed.
- ❖ All visitors attending the meeting must be dressed in proper attire: shoes and shirt must be worn and no hats allowed.

At all times during the meeting, visitors must adhere to following rules

- All cell phones must be turned off
- No cameras or video equipment (except media)
- No pictures may be taken while the board meeting is in session (except media)

If a visitor wishes to speak on an agenda item they must:

- Present a comment card to the executive secretary and wait until the Executive Administrator announces their name to speak at the podium
 - Comments must relate to the agenda items for which a comment card was submitted
 - All comments are limited to 3 minutes only
 - Transferring of minutes to other visitors is not allowed
 - Once your comment is made you are not allowed a rebuttal if the Board Chairman or HANO representative provides feedback to your initial comment
- ❖ The aforementioned rules shall also apply to the Public Comment Period
 - ❖ Any requests for transcripts of the board meeting must be submitted in writing to the Executive Secretary

If at any time during the meeting the Board Chair deems any visitor's behavior to be disruptive to the orderly conduct of the meeting, that visitor shall be asked to leave the meeting or shall be escorted away from the premises.



January 18, 2005

BOARD MEETING

Public Comment Rules

The following Rules were enacted by HANO Board Resolutions #96-32 and #96-48 and concern "Public Comment" at HANO Board Meetings. These rules will be enforced. Copies of these resolutions are available upon request and are briefly summarized as follows:

1. Each person wishing to comment must first sign in on the form provided no later than the beginning of the "Items for Approval" section of the agenda.
2. Speakers must note which item they wish to discuss on the Public Comment Card.
3. Each speaker has a maximum of 3 minutes to speak on the agenda item and during the public comment period. This may be extended by the Chair if warranted.
4. The Chair may limit cumulative testimony.
5. Behavior which disrupts the meeting, as determined by the Chair, may result in ejection from the meeting.

**HOUSING AUTHORITY OF NEW ORLEANS
MINUTES OF THE BOARD OF COMMISSIONERS
REGULAR MEETING
FEBRUARY 11, 2014**

The Board of Commissioners of the Housing Authority of New Orleans met in Regular Session in the Helen W. Lang Board Room of the Authority located at 4100 Touro Street, Building B in the City of New Orleans, Louisiana 70122 at 10:30 a.m. on the 11th day of February, 2014.

The Agenda for this meeting is attached.

PRESENT

David Gilmore, Board of Commissioners
Robert Barbor, General Counsel

HANO STAFF

Leslie Dews
Maggie Merrill
Keith Pettigrew
Robert Anderson
Sieglinde Chambliss
Dawn Domengeaux
Arthur Waller
Lesley Thomas
Allan Rivera
Shelly Smith
Mitchel Dussett
Raymond Allen
Audrey Plessy
Larry Barabino
Alan Lindenlaub
Jennifer Adams
Issachar Nichols
Tomeka B. Jackson

RESIDENTS

Dianne Conerly, Florida RC
Mary Aples, BW Cooper RMC
Constance Haynes, Fischer
Deborah Collins, BW Cooper RMC
Theophilus Moore, BW Cooper
Claudette Warren, BW Cooper RMC
Donna Johnigan, BW Cooper/MC
Shavonda Aples, Tenant/Landlord
Daniel Wright, Marrero Commons
Davonte Turner, BW Cooper Marrero Commons
Earl Dickson, Marrero Commons

OTHERS

Terri North, Providence
R. Mahello, CYP Properties
VanShawn Branch, Advocacy Center
George Mahdi, Neighborhood Unity and Merge
Bridget Kelly, Land Trust for Louisiana
Taikai Bush Williams, NOAMM
Donald Valee

MINUTES OF THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS FOR FEBRUARY 11, 2014

I. CALL TO ORDER

The Board of Commissioners regular meeting was called to order by David Gilmore, HANO's Board of Commissioners at 10:35 a.m.

II. STATEMENT BY LEGAL COUNSEL

"In accordance with the Louisiana Constitution Article XII, Section 3 and LSA-R.S. 42:4.1 -13 the Board of Commissioners Meeting for the Housing Authority of New Orleans is hereby convened. As established in Sections 5 and 7 of R.S. 42 this meeting is open to the general public and notice of today's meeting as well as a copy of the Agenda have been provided and made available to the public prior to this meeting being called to order. Please adhere to the protocol as established and stated in the Agenda."

III. APPROVAL OF THE MINUTES OF THE REGULAR BOARD MEETING HELD ON JANUARY 14, 2014.

Mr. Gilmore APPROVED the Minutes of the Regular Meeting held on January 14, 2014.

IV. PUBLIC COMMENT

Shavonda Aples: I am a tenant who was relocated from B.W. Cooper. I found a house at 2718 New York Street. I've been having numerous problems with my landlord. He failed the inspection for the house, just recently, and he plans to evict me. He decided to bring me a hand-written notice.

Mr. Gilmore: He can't evict you. If the basis for him attempting to do so that it failed inspection; he's can't evict you? That's the law. When did you move?

Ms. Aples: I haven't moved out of the house yet. He wants me gone at the end of the month.

Mr. Gilmore: Stay where you are for the time being. Unless the situation is so horrendous for you that you can't stay there.

Ms. Aples: I'm in the process of trying to get another house now.

Mr. Gilmore: When did you move in to this place?

Ms. Aples: I was relocated March 30th of last year.

Mr. Gilmore: So this is the annual re-inspection?

Ms. Aples: Yes, that he failed

Mr. Gilmore: Did it pass when you first moved there?

Ms. Aples: The inspection is not until the 18th. It did pass, but the heater wasn't working and the air-conditioner wasn't working and they had a problem with roaches.

Mr. Gilmore: But it passed the first time?

MINUTES OF THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS FOR FEBRUARY 11, 2014

Ms. Aples: Yes, it did. When I started having problems, I called to talk to him. So he decided the roaches were my problem.

Mr. Gilmore: Did you bring them with you from B.W. Cooper?

Ms. Aples: I did not have roaches at B.W. Cooper.

Mr. Gilmore: I don't understand how he could have passed the inspection a year ago. Did you have heat this winter?

Ms. Aples: No. The heater didn't get fixed until yesterday.

Mr. Gilmore: Do you have kids?

Ms. Aples: Yes, I have a son. He's 16.

Mr. Gilmore: Did you have air-conditioning this past summer?

Ms. Aples: Not at first. I had to call HANO to speak to him. He said 'It's your problem.' When I called him to tell him about the air-conditioning, he had an attitude with me. So I came to HANO and talked with my case worker. She got the inspector to come back out.

Mr. Gilmore: What's the landlord's name?

Ms. Aples: His name is F.C. Harnberger.

Mr. Gilmore: Do we know if Mr. Harnberger has any other units in the Section 8 Program?

Ms. Aples: I think he does. But I'm not sure.

Mr. Gilmore: Mr. Harnberger is going to rue the day. First of all, he can't evict you while there are violations in the house. The law doesn't let him. Just because he gives you a piece of paper that says he wants you to move, doesn't mean you're evicted. You can't be evicted until a court says you're evicted.

Ms. Aples: I told him I had a problem with the neighbor and the grass being cut. And he came to my house, barging in. He tried to open my door with the next-door neighbor, and he threatened, "I'm gonna throw you out. I'm gonna evict you." I told him, "You need to file papers in court, and I'll see you in 90 days."

Mr. Gilmore: Okay, here's what we're going to do. Can you stay in that house right now? Is it livable?

Ms. Aples: Yes. But I'm in the process of packing my belongings.

Mr. Gilmore: Because he told you, that you had to move?

Ms. Aples: Yes. He doesn't want to re-sign the lease.

Mr. Gilmore: When is your lease over?

MINUTES OF THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS FOR FEBRUARY 11, 2014

Ms. Aples: I think it's this month. The month of February.

Mr. Gilmore: That may be a different matter.

Ms. Aples: So if the lease was signed in March, it's still February?

Mr. Gilmore: He presumably has to give you 30 days notice of his intent not to re-lease the unit to you.

Ms. Aples: That's what he did. He came and pushed his way into my house and gives me this letter.

Mr. Gilmore: He needs to understand if won't re-lease to you, he's not going to re-lease to anybody else on the program, so he's going to withdraw his unit from the Section 8 Program. He can go find another tenant someplace else. So, Mr. Waller, we need to get this lady another unit someplace. She needs to be relocated. Mr. Harnberger needs to be told that he cannot evict her. She's entitled to stay there until the day her lease expires. But in the interim, we're going to have to figure out how to get her moved someplace else. However, at the same time, I want to know whether Mr. Harnberger owns any other units enrolled in the Section 8 Program. And however many they are, they are all going to be inspected today. Every single one of them. Okay? Will you get a report to me?

Daniel Wright: We came this morning because we want to know what kind of programs you all have for us after school, on the weekends. Sports is over, so we really don't have nothing after school. We don't want to just sit around the apartment complex.

Mr. Gilmore: Where do you live?

Mr. Wright: In the Calliope project/ Marrero Commons. So we just wanted to see if y'all could help us with programs or jobs or stuff like that; something to do after school.

My name is Davonte Turner.

My name is Earl Dickson.

Mr. Gilmore: You all live at Marrero Commons? Dawn, you want to sit with these dudes and see what you can figure out? I'm going to read between the lines here. This is not what they said, but I think it's what they were thinking. And if I'm not representing you well, then you tell me. But I think that what they are saying to us is...They look like athletes to me. You play football? There you go. Nobody plays basketball? You do? Baseball? There you go. I think what they are trying to tell us is that they are trying their damndest to stay out of trouble. And I appreciate the fact that they have come here and asked for some help, rather than creating a ruckus. Then we have to come in a fix a mess. Much kudos to you. Would you sit with these 4 guys and figure out what we can do? There's got to be something. That's Dawn Domengeaux, by the way. She's the Director of Client Services. I'm sure you know Donna Johnigan. Thank you, guys. I appreciate you coming. Is there anything else I can do for you? Let's figure it out together. Congratulations.

MINUTES OF THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS FOR FEBRUARY 11, 2014

Theophilus Moore: Senior Officer, Voices of Experience. We mentor these youth. We need them to come themselves to let you know the need in the community. We're trying to lead them onto the right path. So we need support and resources. We are depending on where we live at to try to make things better.

Mr. Gilmore: We'll see what we can do. I appreciate it.

Mr. Moore: Alright. Thank you.

Mr. Gilmore: Thank you.

George Madhi: Neighborhood Unity and Merge. In understanding what happened with the landlord a little while ago. What is the procedure when the landlord wants to terminate the lease or dissolve the property in that situation? I did not that that exist that they can terminate the lease to get another property?

Mr. Gilmore: It's not that they're terminating the lease. The lease is expiring. It runs for a year. They do have a right not to renew it, if that's their choice. But this situation is complicated by the fact that the apartment didn't pass inspection. So there is no way that landlord is going to re-lease that unit to us, to a tenant through the Section 8 Program until those violations are corrected. One way or another, he's going to have to correct those violations. My attitude is, he may as well correct them for this lady if she likes the place. But, that's his call.

George Madhi.: In an instance where the landlord may have an ulterior motive, maybe looking for greener pastures in terms of leasing. Might be subject to a certain area and he wants a better area. That seems to be the situation.

Mr. Gilmore: Unfortunately, the law is on his side in this instance. The law allows him, as long as he gives the proper notice, he doesn't have to renew the lease if he doesn't wish to. So, even if he has other reasons for wanting the apartment back; maybe he thinks he can get more money for it on the private market, or whatever the case may be, he's got a legal right not to renew the lease. There isn't anything you or I or anybody can do about it. But, the lady is still entitled to service because she has a voucher and she can use her voucher someplace else in that case. It's our job is to help her figure that out. But what I don't like about this is that it smacks of retaliation of some sort. That's why I'm inspecting all this dude's units.

Mr. George: Well, those types of things have been happening over the years. I think you've been doing an incredible job in terms of trying to straighten it up.

Mr. Gilmore: I have to give most of the landlords credit for being on the up and up. There are going to be some guys that try to manipulate the system. Everybody has experience with folks like that. You realize we have what? 8,562 landlords. When you think about, that's a phenomenal number in a city of this size. And most of those guys abide by the rules, they treat their tenants decently. There are a handful that don't. Like the proverbial 'bad apple in the barrel'. It gives the rest of them a bad name. I do have to say that; you know, we wouldn't have any housing if it weren't for the landlords that do it right, and do it well. So we'll deal with the ones that step out of line, but I do want to give credit to the ones who do it right and do it well. Thank you, George. Good to see you.

MINUTES OF THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS FOR FEBRUARY 11, 2014

Ms. Donna Johnigan: I just wanted to say, that the 4 young men that came, it's about 8 of them. That's the Youth Group from Marrero Commons, B.W. Cooper. Those are the ones that could get out of school because they tested. The others, they wanted to come, but based on some of the schools that they go to, they didn't let them out. That's the youth group that works with Voices of Experience. At one of their meetings the other day they were talking about jobs and that sports is almost over. They don't want to get caught up in the system. I was me that said that I'm going to bring you somewhere, I can't guarantee you anything. But, when ya'll speak for yourselves and let people know what ya'll want to do, there are people who are willing to help you. None of them have been in the system. None of them have gotten into any trouble yet. That's the purpose of trying to do something positive with them with life skills training.

Mr. Gilmore: Here's what I'm thinking. Seems to me we can probably kill 2 birds with 1 stone here. I'm thinking that these 4; eight of them all together. If they're looking for jobs and I think that what makes sense is to figure out some type of after-school-kind-of-work for them. I hope they are all over 16. The second bird is to put them to work in the community doing some good things, maybe working with some younger kids, getting the younger kids involved in some activities, at Marrero Commons. Ten bucks an hour might sweeten the kiddie. Make a suggestion at the meeting (*referring to the meeting with the 4 young men & Dawn Domengeaux*) that we should put them to work teaching computers, or other things, to kids in the neighborhood. It's not unlike what we did at Iberville.

V. ITEMS FOR APPROVAL

AUTHORIZATION(S)

Resolution #2014-02 – to authorize the Administrative Receiver or his designee to implement the amended policies and procedures of HANO's HCVP Administrative Plan as attached to permit the application of a consumption-based energy efficient utility allowance using an independently calculated Energy Consumption Model. These allowances will be applied to properties built to green energy efficient standards and assisted by the Housing Choice Voucher Program in Low Income Housing Tax Credit (LIHTC) properties.

Mr. Gilmore DENIED Resolution #2014-02 to authorize the Administrative Receiver or his designee to implement the amended policies and procedures of HANO's HCVP Administrative Plan as attached to permit the application of a consumption-based energy efficient utility allowance using an independently calculated Energy Consumption Model. These allowances will be applied to properties built to green energy efficient standards and assisted by the Housing Choice Voucher Program in Low Income Housing Tax Credit (LIHTC) properties

Resolution #2014-03 – to authorize the Administrative Receiver to execute the Iberville/Tremé Choice Neighborhood Initiative Predevelopment Developer Fee Advance Loan Agreement for Phase Three On-site with On Iberville Phase III, LLC in an amount not to exceed \$417,476.

Mr. Gilmore TABLED Resolution #2014-03 to authorize the Administrative Receiver to execute the Iberville/Tremé Choice Neighborhood Initiative Predevelopment Developer Fee Advance Loan Agreement for Phase Three On-site with On Iberville Phase III, LLC in an amount not to exceed \$417,476.

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS
FOR FEBRUARY 11, 2014**

Resolution #2014-04 – to authorize the Administrative Receiver to execute the Iberville/Tremé Choice Neighborhood Initiative Predevelopment Loan Agreement – Iberville On-Site Phase III Development with On Iberville Phase III, LLC in an amount not to exceed \$999,465.

Mr. Gilmore TABLED Resolution #2014-04 to authorize the Administrative Receiver to execute the Iberville/Tremé Choice Neighborhood Initiative Predevelopment Loan Agreement – Iberville On-Site Phase III Development with On Iberville Phase III, LLC in an amount not to exceed \$999,465.

Resolution #2014-05 – to authorize the Administrative Receiver to execute the Iberville/Tremé Choice Neighborhood Initiative Additional Services Agreement Number 6 for Public Infrastructure Work for the Iberville Development.

Mr. Gilmore TABLED Resolution #2014-05 to authorize the Administrative Receiver to execute the Iberville/Tremé Choice Neighborhood Initiative Additional Services Agreement Number 6 for Public Infrastructure Work for the Iberville Development.

RATIFICATION

Resolution #2014-06 – to ratify the Administrative Receiver’s previous action binding coverage prior to the expiration of the policies for 2013-2014, and hereby authorizes HANO to pay Marsh USA, Inc., in the total amount of \$1,054,713.

Mr. Gilmore APPROVED Resolution #2014-06 to ratify the Administrative Receiver’s previous action binding coverage prior to the expiration of the policies for 2013-2014, and hereby authorizes HANO to pay Marsh USA, Inc., in the total amount of \$1,054,713.

VI. ADJOURNMENT

There being no further business to come before the Board of Commissioners of the Housing Authority of New Orleans (HANO) for attention, Mr. Gilmore **ADJOURNED** the Regular Meeting at 11:22 a.m.

APPROVED:

**DAVID GILMORE
ADMINISTRATIVE RECEIVER
CHAIRMAN, BOARD OF COMMISSIONERS**



March 11, 2014

MEMORANDUM

**To: David Gilmore
Administrative Receiver
Chairman, Board of Commissioners**

**From: Maggie Merrill
Senior Advisor to the Administrative Receiver**

Re: Iberville Phase III On-site Developer Fee Advance Loan Agreement

The Housing Authority of New Orleans (HANO) and the Iberville Revitalization Company, LLC (IRC), the Master Developer for the Choice Neighborhoods Initiative (CNI), have executed the Iberville/Tremé Choice Neighborhoods Initiative Implementation Agreement ("Implementation Agreement"), which will serve as the governing Master Development Agreement for all components of the CNI Transformation Plan. This document establishes the guiding principles, overarching business terms, and roles and responsibilities of IRC and HANO for the implementation of CNI. The Implementation Agreement was executed by all parties on June 29, 2012.

The Implementation Agreement contemplates that when a rental housing phase is determined to be viable, HANO will provide the Developer a Developer Fee Advance Loan for no more than fifteen percent (15%) of the expected Developer Fee for the applicable Phase, calculated for the purposes of the Developer Fee Advance Loan at twelve percent (12%) of total development costs less reserves and the total Developer Fee for that phase. A Developer Fee Advance Loan Agreement has been negotiated with On Iberville Phase III, LLC ("Developer"), a Developer Affiliate of IRC, for Iberville Phase III On-site, which consists of a portion of Block J and two (2) historical buildings on Block G. Approximately 106 mixed-income rental housing units are included in Phase III.

This Developer Fee Advance Loan will be used by the Developer as partial reimbursement of overhead costs that have been or will be incurred in connection with development of Iberville Phase III On-site. The total amount of the loan shall not exceed \$417,476. The loan is non-interest bearing, is full recourse, and repayment of the loan is due on December 31, 2015 or at closing, whichever occurs earlier. HANO's Finance Department has approved the Certificate of Availability of funds.

The Board of Commissioners is hereby requested to authorize the Administrative Receiver to execute the Iberville Phase III Developer Fee Advance Loan Agreement with On Iberville Phase III, LLC in an amount not to exceed \$417,476.

**HOUSING AUTHORITY OF NEW ORLEANS
BOARD OF COMMISSIONERS
REGULAR MEETING
MARCH 11, 2014**

RESOLUTION NO. 2014-07

WHEREAS, The Housing Authority of New Orleans (HANO) and the Iberville Revitalization Company, LLC (IRC), the Master Developer for the Choice Neighborhoods Initiative (CNI), have executed the Iberville/Tremé Choice Neighborhoods Initiative Implementation Agreement (“Implementation Agreement”), which will serve as the governing Master Development Agreement for all components of the CNI Transformation Plan. This document establishes the guiding principles, overarching business terms, and roles and responsibilities of IRC and HANO for the implementation of CNI; and

WHEREAS, the Implementation Agreement contemplated that when a rental housing phase is determined to be viable, HANO will provide the Developer a Developer Fee Advance Loan for no more than fifteen percent (15%) of the expected Developer Fee for the applicable Phase, calculated for the purposes of the Developer Fee Advance Loan at twelve percent (12%) of total development costs less reserves and the Developer Fee itself for that phase; and

WHEREAS, the IRC seeks to redevelop Iberville Phase III On-site, which consists of a portion of Block J and two (2) historical buildings on Block G, in collaboration with HANO to provide approximately 106 mixed-income rental housing units; and

WHEREAS, HANO has negotiated a Developer Fee Advance Loan Agreement with On Iberville Phase III, LLC (“Developer”), a Developer Affiliate of IRC, for Iberville Phase III On-site which covers partial reimbursement of overhead costs that have been or will be incurred in connection with development of Iberville Phase III On-site; and

WHEREAS, the total amount of the Developer Fee Advance Loan shall not exceed \$417,476 for Iberville Phase III On-site, and upon approval by HUD, will be advanced per the Developer Fee Advance Loan Agreement; and

WHEREAS, the Developer Fee Advance Loan is non-interest bearing, and is full recourse; and

WHEREAS, the entire principal amount of the Developer Fee Advance Loan shall mature and be due and payable upon the maturity date of December 31, 2015 or at closing, whichever is earlier;

WHEREAS, HANO Finance Department has approved the Certificate of Availability of Funds indicating HANO has the funds required for this phase of work; and

Resolution No. 2014-07
March 11, 2014
Page 2

THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of New Orleans hereby authorizes the Administrative Receiver to execute the Iberville Phase III Developer Fee Advance Loan Agreement with On Iberville Phase III, LLC in an amount not to exceed \$417,476.

Executed this 11th day of March, 2014

APPROVAL:

DAVID GILMORE
ADMINISTRATIVE RECEIVER
CHAIRMAN, BOARD OF COMMISSIONERS



March 11, 2014

MEMORANDUM

**To: David Gilmore
Administrative Receiver
Chairman, Board of Commissioners**

**From: Maggie Merrill
Senior Advisor to the Administrative Receiver**

**Re: Iberville Phase III On-site Predevelopment Loan Agreement for
Third-Party Costs**

The Housing Authority of New Orleans (HANO) and the Iberville Revitalization Company, LLC (IRC), the Master Developer for the Choice Neighborhoods Initiative (CNI), have executed the Iberville/Tremé Choice Neighborhoods Initiative Implementation Agreement (“Implementation Agreement”), which will serve as the governing Master Development Agreement for all components of the CNI Transformation Plan. This document establishes the guiding principles, overarching business terms, and roles and responsibilities of IRC and HANO for the implementation of CNI. The Implementation Agreement was executed by all parties on June 29, 2012.

The Implementation Agreement contemplates that when a rental housing phase is determined to be viable, HANO will provide the Developer a Predevelopment Loan for no more than seventy-five percent (75%) of eligible third-party predevelopment costs for that phase. A Predevelopment Loan Agreement has been negotiated with On Iberville Phase III, LLC (“Developer”), a Developer Affiliate of IRC, for Iberville Phase III On-site, which consists of a portion of Block J and two (2) historical buildings on Block G. Approximately 106 mixed-income rental housing units are included in Phase III.

This Predevelopment Loan covers eligible third-party predevelopment costs such as partnership costs, Low Income Housing Tax Credits financing fees, soft costs such as surveys, building permit fees, appraisals and market studies, and construction costs including design fees and structural/civil engineering. HANO’s portion of predevelopment costs, which represents seventy-five percent (75%) of the HUD-eligible and HANO-approved costs incurred by the Developer prior to closing, shall not exceed \$999,465. Payments under this agreement will only be made to the Developer to reimburse for eligible and approved third-party predevelopment costs. The entire principal amount of the Predevelopment Loan shall mature and be due and payable upon the maturity date of December 31, 2015 or at closing, whichever is earlier.

HANO Finance Department has approved the Certificate of Availability of Funds indicating HANO has the funds required for this phase of work

IRC received an allocation of Low Income Housing Tax Credits in 2013 for this third phase of Iberville, and must meet expenditure and placed-in-service deadlines in order to retain those credits and the associated equity which are critical to the project. These predevelopment activities are necessary to move the Iberville on-site redevelopment forward, and are contemplated in the Implementation Agreement. It is critical that this Predevelopment Loan Agreement is executed as soon as possible to keep the project on schedule.

The Board of Commissioners is hereby requested to authorize the Administrative Receiver to execute the Iberville Phase III Predevelopment Loan Agreement with On Iberville Phase III, LLC in an amount not to exceed \$999,465.

**HOUSING AUTHORITY OF NEW ORLEANS
BOARD OF COMMISSIONERS
REGULAR MEETING
MARCH 11, 2014**

RESOLUTION NO. 2014-08

WHEREAS, The Housing Authority of New Orleans (HANO) and the Iberville Revitalization Company, LLC (IRC), the Master Developer for the Choice Neighborhoods Initiative (CNI), have executed the Iberville/Tremé Choice Neighborhoods Initiative Implementation Agreement (“Implementation Agreement”), which will serve as the governing Master Development Agreement for all components of the CNI Transformation Plan. This document establishes the guiding principles, overarching business terms, and roles and responsibilities of IRC and HANO for the implementation of CNI; and

WHEREAS, the Implementation Agreement contemplated that when a rental housing phase is determined to be viable, HANO will provide the Developer a Predevelopment Loan for no more than seventy-five percent (75%) of eligible third- party predevelopment costs for that phase; and

WHEREAS, the IRC seeks to redevelop Iberville Phase III On-site, which consists of a portion of Block J and two (2) historical buildings on Block G, in collaboration with HANO to provide approximately 106 mixed-income rental housing units and other related community amenities; and

WHEREAS, A Predevelopment Loan Agreement has been negotiated with On Iberville Phase III, LLC (“Developer”), a Developer Affiliate of IRC, for Iberville Phase III On-site, which covers eligible third-party predevelopment costs such as partnership costs, Low Income Housing Tax Credits financing fees, soft costs such as surveys, building permit fees, appraisals and market studies, and construction costs including design fees and structural/civil engineering. This loan explicitly excludes overhead of the Developer; and

WHEREAS, HANO’s portion of predevelopment costs for Iberville Phase III On-site, which represents seventy-five percent (75%) of the HUD-eligible and HANO-approved costs incurred by the Developer prior to closing, shall not exceed \$999,465; and

WHEREAS, Payments under this agreement will only be made to the Developer to reimburse for eligible and approved third-party predevelopment costs, and

WHEREAS, the entire principal amount of the Predevelopment Loan shall mature and be due and payable upon the maturity date of December 31, 2015 or at closing, whichever occurs earlier;

WHEREAS, HANO Finance Department has approved the Certificate of Availability of Funds indicating HANO has the funds required for this phase of work; and

Resolution No. 2014-08
February 11, 2014
Page 2

THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of New Orleans hereby authorizes the Administrative Receiver to execute the Iberville Phase III Predevelopment Loan Agreement with On Iberville Phase III, LLC in an amount not to exceed \$999,465.

Executed this 11th day of March, 2014

APPROVAL:

DAVID GILMORE
ADMINISTRATIVE RECEIVER
CHAIRMAN, BOARD OF COMMISSIONERS



March 11, 2014

MEMORANDUM

**To: David Gilmore
Administrative Receiver
Chairman, Board of Commissioners**

**From: Maggie Merrill
Senior Advisor to the Administrative Receiver**

Re: Iberville Infrastructure Implementation Additional Services Agreement #6

The Housing Authority of New Orleans (HANO) and the Iberville Revitalization Company, LLC (IRC), the Master Developer for the Choice Neighborhoods Initiative (CNI), have executed the Iberville/Tremé Choice Neighborhoods Initiative Implementation Agreement (“Implementation Agreement”), which will serve as the governing Master Development Agreement for all components of the CNI Transformation Plan. This document establishes the guiding principles, overarching business terms, and roles and responsibilities of IRC and HANO for the implementation of CNI. The Implementation Agreement was executed by all parties on June 29, 2012.

Section 2.2.3 of the Implementation Agreement states that HANO is responsible for the implementation of the Public Infrastructure Work on the Iberville site. This section of the Agreement also provides that HANO and the Developer may agree to have this work performed by the Developer through an Additional Services Agreement (ASA). HANO and the Developer previously executed ASA #5 for the design and engineering of the Public Infrastructure Work. The bid documents have been completed and an estimate of the costs to implement the work has been received.

The infrastructure work is being completed in three segments. The cost of implementing the infrastructure work for the first two (2) segments, which included the utilities and right of way improvements for the area surrounding blocks I, F, C and a portion of A, was included in the financial closing for Phase I and Phase II which occurred in December 2013. The Developer now seeks to complete the last segment of the Public Infrastructure Work ahead of the financial closings for all future residential phases in order to complete the work in a timely manner.

The City of New Orleans has agreed to contribute \$10,000,000.00 in Community Development Block Grant (CDBG) funding toward the cost of implementing the infrastructure work at the development. There is \$4,510,045.00 of CDBG funding available for the third segment. The remainder of the cost to implement this work will be paid for with Capital Funds.

	HANO	CDBG
Segment One (1) – Phase I	\$3,326,377	\$5,489,955
Segment Two (2) – Phase II	\$2,163,578	
Segment Three (3) – ASA#6	\$6,337,958	\$6,337,958
Total	\$11,827,913	\$11,827,913
CEA – New Orleans CDBG	<\$10,000,000>	<\$10,000,000>
Total Capital Funds Necessary	\$1,827,913	\$1,827,913

ASA #6 is being finalized with HRI Iberville, LLC (“Developer”), a Developer Affiliate of IRC, to complete the third segment of the Public Infrastructure Work at the development. The total budget for the work is \$6,337,958.00. The ASA#6 includes the required 6% fee. The work is to begin in June 2014 and be completed in March 2015.

HANO staff has reviewed the Developer’s proposed Public Infrastructure Work scope and budget and have determined that they are appropriate and that it will be in the best interest of HANO and the Iberville Development to enter into an ASA #6 with the Developer to complete this work. HANO Finance Department has approved the Certificate of Availability of Funds indicating HANO has the funds required for this segment of work.

The Board of Commissioners is hereby requested to authorize the Administrative Receiver to execute Additional Services Agreement #6 to the Iberville Implementation Agreement in an amount not to exceed \$6,337,958.00.

**HOUSING AUTHORITY OF NEW ORLEANS
BOARD OF COMMISSIONERS
REGULAR MEETING
MARCH 11, 2014**

RESOLUTION NO. 2014-09

WHEREAS, The Housing Authority of New Orleans (HANO) and the Iberville Revitalization Company, LLC (IRC), the Master Developer for the Choice Neighborhoods Initiative (CNI), have executed the Iberville/Tremé Choice Neighborhoods Initiative Implementation Agreement (“Implementation Agreement”), which will serve as the governing Master Development Agreement for all components of the CNI Transformation Plan. This document establishes the guiding principles, overarching business terms, and roles and responsibilities of IRC and HANO for the implementation of CNI; and

WHEREAS, pursuant to the CNI Implementation Agreement, HANO is responsible for various components of Public Infrastructure Work for each phase of the development; and

WHEREAS, the Implementation Agreement contemplated that HANO may enter into an Additional Services Agreement with the Developer to complete the necessary Public Infrastructure Work at the development; and

WHEREAS, Additional Services Agreement #5 has been executed for the engineering and design of the Public Infrastructure Work and bid documents are now complete for the Public Infrastructure Work; and

WHEREAS, the cost of the implementation of the Public Infrastructure Work for Phase I and Phase II, which consists of the utilities and right of way improvements around blocks I, F, C and a portion of A, was included in the financial closing that occurred in December 2013; and

WHEREAS, IRC seeks to complete the remainder of the Public Infrastructure Work ahead of the financial closings for all future residential phases; and

WHEREAS, an Additional Services Agreement is being finalized with HRI Iberville, LLC (“Developer”), a Developer Affiliate of IRC, to complete the remainder of the Public Infrastructure Work at the development; and

WHEREAS, the Additional Services Agreement requires the Developer to complete the Public Infrastructure Work for a fee of 6% of the actual cost of the work; and

WHEREAS, the Developer has prepared a budget to complete the proposed Additional Services in an amount of \$6,337,958.00; and

WHEREAS, The City of New Orleans has agreed to contribute \$10,000,000.00 in Community Development Block Grant (CDBG) funding toward the cost of implementing all of the infrastructure work at the development. There is \$4,510,045.00 of CDBG funding available for the Additional Services Agreement #6 work. The remainder of the cost (\$1,827,913) to implement this work will be paid for with Capital Funds; and

WHEREAS, HANO staff have reviewed the Developer's budget for the proposed Additional Services and have determined that it is appropriate and reasonable; and

WHEREAS, HANO Finance Department has approved the Certificate of Availability of Funds indicating HANO has the funds required for this segment of work

THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of New Orleans hereby authorizes the Administrative Receiver to execute the Iberville/Tremé Choice Neighborhood Initiative Additional Services Agreement #6 for Public Infrastructure Work for the Iberville Development.

Executed this 11th day of March, 2014

APPROVAL:

DAVID GILMORE
ADMINISTRATIVE RECEIVER
CHAIRMAN, BOARD OF COMMISSIONERS



March 11, 2014

MEMORANDUM

**To: David Gilmore
Administrative Receiver
Chairman, Board of Commissioners**

**From: Robert B. Barbor
General Counsel**

**By: Keith Green, Jr.
Staff Attorney**

Re: Lease Agreement with Second King Solomon Baptist Church

The Housing Authority of New Orleans (HANO) desires to execute a lease agreement with the Second King Solomon Baptist Church (the "Lessee") for the property known by the Municipal address 2256 Baronne Street and more specifically identified in the attached Exhibit A.

The rent payable to HANO under the lease is One Dollar (\$1.00) per year. The term of the lease is five (5) years, with a Lessor option to terminate for convenience and does not include language to allow for a renewal.

The lease agreement authorizes the Lessee to use and occupy the land for the purposes of providing parking space for its congregation and community/recreational based activities that are commensurate with its mission. The Lessee will be responsible for maintenance and repair of the leased premises. Furthermore, the Lessee shall maintain general liability insurance throughout the term of the lease

**HOUSING AUTHORITY OF NEW ORLEANS
BOARD OF COMMISSIONERS
REGULAR MEETING
MARCH 11, 2014**

RESOLUTION NO. 2014-10

WHEREAS, the Housing Authority of New Orleans (“HANO”) is the owner of the property more specifically identified in the attached Exhibit A (the “Property”); and

WHEREAS, to execute a capital ground lease of the Property (the “Lease”) with the Second King Solomon Baptist Church (the “Lessee”); and

WHEREAS, The Lessee has agreed to pay an annual rent to HANO in the amount of One Dollar (\$1.00) for a term of five (5) years, and provide a Lessor option to terminate for convenience upon a thirty (30) days written notice to Lessee; and

WHEREAS, the lease agreement authorizes the Lessee to use the premises for the purposes of providing parking space for its congregation and community/recreational based activities that are commensurate with its mission.

THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of New Orleans hereby authorizes its Administrative Receiver to enter into a lease agreement and to execute any and all documents necessary to effectuate the lease with Second King Solomon Baptist Church for the Property.

Executed this 11th day of March, 2014

APPROVAL:

**DAVID GILMORE
ADMINISTRATIVE RECEIVER
CHAIRMAN, BOARD OF COMMISSIONERS**

EXHIBIT A

A CERTAIN PORTION OF GROUND, TOGETHER WITH ALL THE BUILDINGS AND IMPROVEMENTS THEREON AND ALL THE RIGHTS, WAYS, PRIVILEGES, SERVITUDES, ADVANTAGES, AND APPURTENANCES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, SITUATED IN THE STATE OF LOUISIANA, PARISH OF ORLEANS, CITY OF NEW ORLEANS IN THE FOURTH MUNICIPAL DISTRICT.

LOT 30, SQUARE 264, 4th MUNICIPAL DISTRICT, CITY OF NEW ORLEANS, PARISH ORLEANS, STATE OF LOUISIANA

IMPROVEMENTS THEREON BEAR THE MUNICIPAL NUMBER 2256 BARONNE STREET, NEW ORLEANS, LOUISIANA



March 11, 2014

MEMORANDUM

**To: David Gilmore
Administrative Receiver
Chairman, Board of Commissioners**

**From: Maggie Merrill
Senior Advisor to the Administrative Receiver**

**Re: Resolution to Ratify Receiver's Actions in Executing and Awarding Change
Order 5 to Durr Heavy Construction, LLC
Guste III – Demolition and Infrastructure**

The Housing Authority of New Orleans (HANO) executed Contract #11-130-05-06 with Durr Heavy Construction, LLC (Durr) for the Guste III Site Demolition and Infrastructure in the amount of \$6,283,834 on December 19, 2011. During the completion of the scope of work, Durr experienced delays due to FEMA Section 106 compliance activities. Durr submitted a request for equitable adjustment to compensate it for additional expenses attributable to the delays.

HANO negotiated a settlement with Durr for one half of its equitable adjustment claim. The Administrative Receiver on behalf of HANO executed Contract Change Order Number 5 on February 17, 2014, for the amount of three hundred fifty-one thousand nine hundred eighty-seven and 99/100 (\$351,987.99) dollars, in full satisfaction of any and all claims for equitable adjustment by Durr, thereby perfecting the settlement.

It is necessary to seek Board ratification of the Administrative Receiver's actions.

**HOUSING AUTHORITY OF NEW ORLEANS
BOARD OF COMMISSIONERS
REGULAR MEETING
MARCH 11, 2014**

RESOLUTION NO. 2014-11

WHEREAS, the Housing Authority of New Orleans (HANO) executed Contract #11-130-05-06 with Durr Heavy Construction, LLC (Durr) for the Guste III Site Demolition and Infrastructure in the amount of \$6,283,834 on December 19, 2011 (Contract) to be funded with Replacement Housing Factor grant funds; and

WHEREAS, it was determined that Contract Change Order Number 5 was required due to unforeseen conditions at the locations of the new site infrastructure installation, resulting in performance delays by Durr; and

WHEREAS, the performance delays were caused by events outside of Durr's control, and led to increased expenses and costs of performance; and

WHEREAS, HANO negotiated a settlement with Durr for one-half of the extra costs and expenses claimed by Durr; and

WHEREAS, the Administrative Receiver on behalf of HANO executed Contract Change Order Number 5 on February 17, 2014, for the amount of three hundred fifty-one thousand nine hundred eighty-seven and 99/100 (\$351,987.99) dollars, in full satisfaction of any and all claims for equitable adjustment by Durr.

THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of New Orleans hereby ratifies the actions of the Administrative Receiver in executing and awarding Contract Change Order Number 5, entered into on February 17, 2014, in the amount of three hundred fifty-one thousand nine hundred eighty-seven and 99/100 (\$351,987.99) dollars, to Durr Heavy Construction, LLC, in full satisfaction of any and all claims for equitable adjustment by Durr.

Executed this 11th day of March, 2014

APPROVAL:

**DAVID GILMORE
ADMINISTRATIVE RECEIVER
CHAIRMAN, BOARD OF COMMISSIONERS**