

**HOUSING AUTHORITY OF NEW ORLEANS
BOARD OF COMMISSIONERS
REGULAR MEETING
MAY 21, 2013**

RESOLUTION NO. 2013-27

WHEREAS, the Housing Authority of New Orleans ("HANO") is a public body corporate and politic organized under the laws of the State of Louisiana and a "public housing agency" as defined in the United States Housing Act of 1937 (42 U.S.C. §1401 et seq., as amended), and is responsible for planning, financing, constructing, maintaining and managing public housing developments in New Orleans, Louisiana; and

WHEREAS, HANO and HUD entered into Annual Contributions Contract No. FW-1190, dated December 2, 1996, as amended thereafter (the "ACC Contract"), pursuant to which HANO agreed to develop and operate certain low-rent housing, and HUD agreed to maintain the low rent character of such housing; and

WHEREAS, the Guste Homes Phase III project will include the construction of one hundred fifty-five (155) rental units, which includes ninety-nine (99) public housing/low-income housing tax credit units, ten (10) public housing only units, and forty-six (46) Project-Based Voucher units, as well as the construction of the community center building (the "Project");

WHEREAS, Guste Homes III, LLC ("Tenant"), with Crescent Affordable Housing Corporation (CAHC) as its managing member, will re-develop the Project on behalf of HANO; and

WHEREAS, HANO and CAHC have determined that the Project's redevelopment, including, but not limited to, all supporting public and private facilities, are necessary for sound community development; and

THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of New Orleans, as follows:

1. The Administrator Receiver of HANO shall negotiate and enter into a ground lease for a term of not more than 99 years with the Guste Homes III, LLC ("Tenant") pursuant to which HANO will agree to lease to the Tenant the Property, upon which the Tenant shall construct the Project in accordance with plans and specifications approved by HANO, which Tenant will, in turn, lease to individual qualifying tenants in accordance with the ground lease; and
2. The Administrator Receiver of HANO shall negotiate, review, execute and approve a Mixed Finance Amendment to the ACC Contract with HUD, a Regulatory and Operating Agreement with Tenant, a Purchase Option and Right of First Refusal Agreement with Tenant, CAHC, and RBC Tax Credit Equity, LLC, and a Project-Based Voucher Agreement to execute a Housing Assistance Payments Contract with Tenant; and

3. The Administrator Receiver, with the approval of HUD, is hereby authorized to execute a deed of partial release of agreements not to alienate for the Property that releases and discharges the Project from the effect and terms and provisions created by the Agreements Not to Alienate encumbering such Project with the approval from a duly authorized officer of HUD; and
4. The Administrator Receiver shall cause to be prepared such documents as are necessary to provide to the Tenant, loan funds in an amount not to exceed \$60,000,000 towards the cost of acquisition, construction, rehabilitation, and development of the Project on terms and conditions to be fully agreed upon by the Administrator Receiver; and
5. The Board hereby authorizes its wholly-owned affiliate, Crescent Affordable Housing Corporation, to serve as managing member of the Tenant and execute and file such documentation the Board of CAHC deems appropriate In connection with same; and
6. The Administrator Receiver is hereby authorized and directed, for and on behalf, and as the act and deed of HANO, to negotiate, execute and deliver any and all other documents, instruments, certificates and other writings of every nature whatsoever in his judgment deemed necessary or desirable to implement the aforementioned Resolutions and any and all other documents in his judgment deemed necessary or desirable to effectuate the redevelopment of the Project and to take such other action in the consummation of the transactions herein contemplated as the he shall deem to be necessary or desirable. The execution and delivery of such documents by the Administrative Receiver shall be conclusive evidence of approval by HANO.
7. Third parties shall be entitled to rely on the foregoing resolutions as being in full force and effect until notified otherwise in writing by a duly authorized officer of HANO.

Executed this 21st day of May 2013.

APPROVAL:



DAVID GILMORE,
ADMINISTRATIVE RECEIVER
CHAIRMAN, BOARD OF COMMISSIONERS



May 21, 2013

MEMORANDUM

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

**From: Desiree Andrepont, Director
Real Estate Planning and Development**

**Re: Guste III New Affordable Housing
Execution of Documents for Completion of the Project**

The Guste Homes Phase III development will include the construction of one hundred fifty-five (155) rental units, which includes ninety-nine (99) public housing/low-income housing tax credit units, ten (10) public housing only units, and forty-six (46) Project-Based Voucher units, as well as the construction of the community center building (the "Project").

The Board of Commissioners approval is needed for the following items necessary for completion of the Project:

1. The provision of additional funding for the Project in an amount not to exceed \$30,000,000 in construction financing and an amount not to exceed \$30,000,000 in permanent financing to Tenant toward the cost of acquisition, construction/rehabilitation, and development of the Project. This funding authorizes a total amount not to exceed \$60,000,000; and
2. The execution of a ninety-nine (99) year ground lease for the land on which the Project will be constructed; and
3. The execution of a Mixed Finance Amendment to the ACC Contract with HUD; and
4. The execution of a Regulatory and Operating Agreement with Tenant; and
5. The execution of a Purchase Option and Right of First Refusal Agreement with Tenant, CAHC, and RBC Tax Credit Equity, LLC; and
6. The execution of a deed of partial release of agreements not to alienate for the Property that releases and discharges the Project from the effect and terms and provisions created by the Agreements Not to Alienate encumbering such Project with the approval from a duly authorized officer of HUD

7. The execution of a Project-Based Voucher Agreement to execute a Housing Assistance Payments Contract with Tenant; and
8. The authorization of its wholly-owned affiliate, Crescent Affordable Housing Corporation ("CAHC"), to serve as managing member of the Tenant and executing and filing such documentation the Board of CAHC deems appropriate in connection with same; and
9. The execution of all documents necessary for completion of the Project.