Columbia
Community Housing Trust
Operated by the Columbia Housing Authority ♦ 201 Switzler Street, Columbia, MO 65203
Office: 573.443.2556 ♦ TTY Relay 800.735.2966 ♦ Fax: 573.443.0051 ♦ www.ColumbiaHA.com

**Open Meeting Notice**
**Columbia Community Housing Trust Board of Directors**

**Date:** **Wednesday, June 12, 2024**
**Time:** **3:00 p.m. ***
**Place:** **Columbia Housing Authority, 201 Switzler Street, and Zoom**

* The meeting of the Columbia Community Housing Trust will begin following the adjournment of the meeting of the Columbia Housing Authority Board of Commissioners scheduled for 3:00 p.m.*

This will be a virtual meeting held through the Zoom video conferencing application. Those with computers with cameras may join with video and audio. Those without video access may listen and participate by using computer audio or telephone. To receive an invitation to participate in the meeting, send an email request to: dhamilton@columbiaha.com at least four (4) hours prior to the start of the meeting.

**I.** Call to Order/Introductions

**II.** Roll Call

**III.** Adoption of Agenda

**IV.** Approval Meeting Minutes

**V.** **Resolution 77:** Certified Resolution of the Columbia Community Housing Trust to participate in the development of the Kinney Point Apartments Project.

**VI.** **Resolution 78:** Authorizing the Incumbency Certificate of the Columbia Community Housing Trust for the Kinney Point Apartments project and Associated Partnership.

**VII.** Comments from the Board of Directors

**VIII.** Adjournment

If you wish to participate in the meeting and require specific accommodations or services related to disability, please contact Ms. Darcie Hamilton, Housing Development Coordinator at (573) 443-2556, extension 7035 or TTY Relay 800.735.2966, at least one working day prior to the meeting. You can contact Darcie Hamilton by email at the following address: dhamilton@columbiaha.com

**Media Contact:** Randy Cole, Executive Director
Phone: (573) 443-2556
E-mail: www.info@columbiaha.com

A complete agenda packet is available for review at all CHA offices during regular business hours and posted on the CHA web site at: www.ColumbiaHA.com.

Resolution 77

**COLUMBIA COMMUNITY HOUSING TRUST**
a Missouri nonprofit corporation
CORPORATE RESOLUTION

June 18, 2024

The undersigned, **ROBIN WENNEKER, BOB HUTTON, RIGEL OLIVERI, AND STEVE CALLOWAY,** constituting all of the duly elected and serving directors of **COLUMBIA COMMUNITY HOUSING TRUST**, a Missouri nonprofit corporation ("Member"), hereby adopt the following resolutions:

RESOLVED, that the Member, as the sole member of **KINNEY POINT HOUSING GP, LLC**, a Missouri limited liability company ("General Partner"), which is the sole general partner of **KINNEY HOUSING DEVELOPMENT GROUP, LP**, a Missouri limited partnership ("Partnership") is authorized and directed to cause the General Partner, on behalf of itself and on behalf of the Partnership, to enter into any and all documents, instruments, agreements and notices deemed necessary or appropriate by the General Partner to evidence, effectuate and consummate that certain transaction, the purpose of which is for the Partnership to acquire, construct, own and operate a 34-unit multifamily housing development commonly to be known as Kinney Point Apartments in the City of Columbia, Missouri (the "Affordable Housing Development"); and

RESOLVED FURTHER, that the Partnership's acquisition of all parcels comprising the Affordable Housing Development from the **Housing Authority of the City of Columbia, Missouri** ("Housing Authority"), its capacity as seller, for a purchase price of $700,000 is hereby authorized and directed; and

RESOLVED FURTHER, that the Member be and it hereby is authorized and directed to cause the General Partner, on behalf of itself and on behalf of the Partnership, to enter into any and all documents, instruments, agreements and notices deemed necessary or appropriate by the General Partner to evidence, effectuate and consummate that certain transaction, the purpose of which is to qualify the Affordable Housing Development for Federal Low-Income Housing Tax Credits under Internal Revenue Code ("Code") Section 42; and

RESOLVED FURTHER, that the Member be and it hereby is authorized and directed to cause the General Partner, on behalf of itself and on behalf of the Partnership, to execute and deliver any and all documents, instruments, agreements and notices deemed necessary or appropriate by the General Partner by and through **Bob Hutton** or **Randy Cole**, the President and Authorized Officer, respectively, of the Member, to evidence, effectuate, consummate, ratify, authorize, affirm and perfect:

(i) the admission of Red Stone Equity – Fund 84 Limited Partnership, a Delaware limited partnership, and Red Stone Equity Manager LLC, a Delaware

limited liability company, as limited partners (collectively, the "Limited Partners") to the Partnership; and

(ii) the continuance of the General Partner as the general partner of the Partnership; and

(iii) the withdrawal of Randy Cole as initial limited partner in the Partnership;

and in connection therewith, each agreement attached as an exhibit to the Amended and Restated Agreement of Limited Partnership of the Partnership executed in connection with the foregoing admission of the Limited Partners is hereby authorized (together, the "Limited Partner Equity Admission Transaction"); and

RESOLVED FURTHER, that with respect to the Affordable Housing Development, the Partnership's execution of that certain the Loan Agreement by and between the Partnership and **Housing Authority of the City of Columbia, Missouri** (the "Issuer"), relating to a loan in the maximum principal amount of **$6,818,815** (the "Bond Proceeds Loan"), from the Issuer to the Partnership, arising out of the issuance by the Issuer of its Multifamily Housing Revenue Bonds (Kinney Point Apartments Project) Series 2024A and Multifamily Housing Revenue Bonds (Kinney Point Apartments Project) Series 2024B (the "Bonds") ($5,418,815 maximum principal amount Series 2024A and $1,400,000 maximum principal amount Series 2024B), together with all Loan Documents as defined in that certain Trust Indenture between the Issuer and **UMB Bank, N.A.**, as trustee, dated during the month of June, 2024 ("Trustee") and other documents evidencing, securing and memorializing the Bond Proceeds Loan, including but not limited to the following, are hereby approved: Trust Indenture between the Issuer and the Trustee; Loan Agreement between the Issuer and the Borrower; Series A Promissory Note made by the Borrower payable to the order of the Issuer; Series B Promissory Note made by the Borrower payable to the order of the Issuer; Land Use Restriction Agreement among the Issuer, the Borrower, and the Trustee; Tax Compliance Agreement, among the Issuer, the Borrower, and the Trustee; Bond Purchase Agreement among the Issuer, the Borrower, and **Legacy Bank & Trust Company** ("Bond Purchaser"); Deed of Trust, Security Agreement, Assignment of Leases and Rents, Security Agreement and Fixture Filing, from the Borrower, as grantor, to a mortgage trustee, for the use and benefit of the Trustee, as beneficiary and for the benefit of Bond Purchaser; Assignment of Architect's Agreement and Plans and Specifications and Consent, executed by the Borrower, in favor of the Trustee for the benefit of Bond Purchaser; Assignment of Construction Documents by and between the Borrower and the Trustee for the benefit of the Bond Purchaser; Assignment of Management Agreement and Subordination of Management Agreement Fees by and among the Borrower, the Trustee for the benefit of the Bond Purchaser, and the Housing Authority, in its capacity as property manager; Bank Account Pledge Agreement by the Borrower in favor of the Trustee and the Bond Purchaser; Continuing Covenants Agreement between the Borrower and the Bond Purchaser; Escrow and Disbursing Agreement by and among the Borrower,

the Bond Purchaser, the Trustee, and other parties; Security Agreement (Assignment of Partnership Interest and Capital Obligations) by the Borrower and the General Partner, in favor of the Trustee for the benefit of the Bond Purchaser; Subordination Agreement by and among the Issuer, in its capacity as issuer and in its capacity as a subordinate lender, Columbia Community Housing Trust, a Missouri nonprofit corporation, as a subordinate lender, the Borrower, the Trustee, and the Bond Purchaser; Environmental Indemnification and Release Agreement by the Borrower in favor of the Issuer, the Trustee, and the Bond Purchaser; Assignment and Subordination of Development Services Agreement by the Borrower in favor of the Trustee, and consented to by CHA Affordable Housing Development, LLC; Agreement Regarding Corrections between the Borrower and the Trustee; Assignment of Housing Assistance Payments Renewal Contract for Mark-Up To-Market Project between the Borrower and the Trustee; Consent to Assignment of HAP as Security for Financing between the Borrower and the Missouri Housing Development Commission; and

RESOLVED FURTHER, that the Partnership's borrowing of $3,000,000 in financing from Columbia Community Housing Trust in connection with the development of the Affordable Housing Development, bearing interest at five percent, payable solely from cash flow, and having a maturity date of December 31, 2061 ("DED Sourced ARPA Loan"), and the execution and delivery of a loan agreement, promissory note and second lien position deed of trust to evidence and secure the DED Sourced ARPA Loan, are hereby approved; and

RESOLVED FURTHER, that the Partnership's borrowing of $1,300,000 in financing from the Housing Authority, as lender, in connection with the development of the Affordable Housing Development, bearing interest at zero percent, payable solely from cash flow, and having a maturity date of December 31, 2061 ("Veterans Foundation Sourced Loan"), and the execution and delivery of a loan agreement, promissory note and third lien position deed of trust to evidence and secure the Veterans Foundation Sourced Loan, are hereby approved; and

RESOLVED FURTHER, that the Partnership's borrowing of $2,000,000 in financing from the City of Columbia, Missouri, as lender, in connection with the development of the Affordable Housing Development, bearing interest at zero percent, payable solely from cash flow, and having a maturity date of December 31, 2061 ("Columbia Loan"), and the execution and delivery of a loan agreement, promissory note and fourth lien position deed of trust to evidence and secure the Columbia Loan, are hereby approved; and

RESOLVED FURTHER, that with respect to each of the Limited Partner Equity Admission Transaction, Bond Proceeds Loan, the DED Sourced ARPA Loan, the Veterans Foundation Sourced Loan, and the Columbia Loan, the Partnership, by and through its General Partner, is authorized to execute and deliver any and all other promissory notes, mortgages, deeds of trust, and environmental indemnity agreements in respect of real property of the Partnership, security agreements and UCC financing statements in respect of personal property and/or

mixed real and personal property, collateral pledge agreements in respect of promissory notes, applications, commitment agreements, estoppel certificates, certifications, notices, letter agreements, assignment agreements, disbursing agreements, depository agreements, regulatory agreements, tax compliance agreements and all other necessary, appropriate, customary or beneficial closing documents in respect of such Limited Partner Equity Admission Transaction, Bond Proceeds Loan, Veterans Foundation Sourced Loan, DED Sourced ARPA Loan, and Columbia Loan; and

RESOLVED FURTHER, that, in connection with the Affordable Housing Development, the Member be and it hereby is authorized and directed to enter into a certain construction contract (cost plus, subject to a guaranteed maximum price), together with all exhibits and schedules annexed thereto with **E.M. Harris Construction Company**, a Missouri corporation (the "Contractor"), pursuant to which the Member shall retain the general contracting and construction services of the Contractor on the terms and conditions thereof, for and on behalf of the Partnership; and

RESOLVED FURTHER, that, in connection with the Affordable Housing Development, the Member be and it hereby is authorized and directed to cause the General Partner to cause the Partnership to execute and deliver that certain architect agreement, together with all exhibits and schedules annexed thereto, by and between the Partnership and **Wallace Architects, LLC**, a Missouri limited liability company (the "Architect"), pursuant to which the Partnership shall retain the services of the Architect on the terms and conditions thereof; and

RESOLVED FURTHER, that the Member be and it hereby is authorized and directed to cause General Partner to cause the Partnership to execute and deliver that certain Development Agreement, effective as of June 1, 2024, by and between the Partnership and **CHA Affordable Housing Development, LLC**, a Missouri limited liability company ("Developer"), pursuant to which the Partnership shall retain the development services of the Developer on the terms and conditions thereof; and

RESOLVED FURTHER, that a consulting services agreement with **Missouri Housing Partners, LLC**, a Missouri limited liability company ("Consultant") pursuant to which the Consultant will provide consulting services with respect to the Affordable Housing Development is ratified and affirmed; and

RESOLVED FURTHER, that the General Partner alone, by and through either **Bob Hutton** or **Randy Cole**, President and Authorized Officer, respectively, of the Member, may execute for and on behalf of the Partnership any and all documents evidencing, securing and memorializing the Limited Partner Equity Admission Transaction, Bond Proceeds Loan, the DED Sourced ARPA Loan, the Veterans Foundation Sourced Loan, and the Columbia Loan, and is authorized to take any and all action necessary to facilitate the development of the Affordable Housing Development; and

RESOLVED FURTHER, the General Partner is authorized to cause the Partnership execute, deliver and record against the Affordable Housing Development any and all regulatory agreements, extended use agreements, land use restriction agreements, and declarations of restrictive covenants whatsoever in connection with the Bond Proceeds Loan, the DED Sourced ARPA Loan, the Veterans Foundation Sourced Loan, and the Columbia Loan, and the Federal Low-Income Housing Tax Credits under Code Section 42; and

RESOLVED FURTHER, that, to the extent any of the above-described transactions authorized in this Resolution have occurred or have been taken by the Partnership prior to the date hereof, any and all such acts so authorized hereunder are hereby authorized, ratified, and affirmed; and

RESOLVED FURTHER, that these Resolutions are intended to be and may be relied upon by any person or entity involved in any one or more of the actions comprising the transaction.

*[the remainder of the page has been intentionally left blank – signature page to follow]*

The undersigned have executed this unanimous consent resolution as of the date first mentioned herein.

**DIRECTORS:**

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**ROBIN WENNEKER**

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**BOB HUTTON**

_____

**RIGEL OLIVERI**

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**STEVE CALLOWAY**

Resolution 78

**CERTIFICATE FOR**

**COLUMBIA COMMUNITY HOUSING TRUST**

**JUNE 18, 2024**

I, the undersigned, RIGEL OLIVERI, do hereby certify as follows:

1. I am the SECRETARY of COLUMBIA COMMUNITY HOUSING TRUST, a Missouri nonprofit corporation ("Member").

2. Attached hereto as Exhibit A is a true, correct, and complete copy of the action by written consent adopted by the directors of the Member, dated as of June 12, 2024 ("Consent"). The Consent has not been amended or revoked and is now in full force and effect.

3. The Member is duly organized, validly existing and in good standing under the laws of the State of Missouri. Attached hereto as Exhibit B is a Certificate of Good Standing for the Member issued by the Missouri Secretary of State.

4. Attached hereto as Exhibit C is a true and complete copy of the Articles of Incorporation of the Member, which has not been amended to date.

5. Attached hereto as Exhibit D is a true and correct copy of the By-laws of the Member in effect as of the date hereof.

6. The persons named in Exhibit E are the duly appointed officers of the Member, holding the office in Exhibit E set forth opposite his or her name, and the signature set forth opposite his or her name on Exhibit E is his or her genuine signature. Said officer is authorized to act on behalf of the Member.

7. The following individuals are the duly elected and serving directors of the Member as of the date hereof: Robin Wenneker; Bob Hutton; Rigel Oliveri; and Steve Calloway.

8. This certificate is delivered to Red Stone Equity – Fund 84 Limited Partnership, a Delaware limited partnership, Red Stone Equity Manager LLC, a Delaware limited liability company, Applegate & Thorne-Thomsen, P.C., Housing Authority of the City of Columbia, Missouri, Missouri Housing Development Commission, Legacy Bank & Trust Company, Gilmore & Bell, P.C., Polsinelli, P.C., Rosenblum Goldenhersh, P.C., and First American Title Insurance Company (collectively, the "Reliance Parties"). The Reliance Parties and their respective members, managers, partners, officers, directors, successors, and assigns are entitled to rely on this certificate.

***[Signature appears on the following page]***

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate for the Partnership as of the date set forth above.

_____

RIGEL OLIVERI