



Housing Authority of the City of Columbia, Missouri

201 Switzler Street, Columbia MO 65203

Office: (573) 443-2556 ♦ Fax: (573) 443-0051 ♦ TTY: (800) 735-2966 ♦ www.ColumbiaHA.com

Open Meeting Notice

CHA Board of Commissioners Meetings

Date: Thursday, May 8, 2025

Time: 2:00 p.m.

Place: Columbia Housing Authority, 201 Switzler St.

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 of Minutes
- V. Commissioner Comment
- VI. Public Comment (Limited to 5 minutes per speaker)

RESOLUTIONS

- VII. **Resolution 2983:** Authorizing the Incumbency Certificate of the Housing Authority of the City of Columbia for the Park Avenue Apartments project and Associated Partnership Certified Resolution of the Housing Authority of the City of Columbia, Missouri Authorizing it to Enter into Transactions to Develop the Park Avenue Apartments Project.
- VIII. **Resolution 2984:** Authorizing the Incumbency Certificate of CHA Affordable Housing Development, LLC for the Park Avenue Apartments project and Associated Partnership and Associated Limited Liability Company Resolution.

PUBLIC AND COMMISSIONER COMMENT

- IX. Public Comment (Limited to 5 minutes per speaker)
- X. Adjournment

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

Media Contact: Randy Cole, CEO

Phone: (573) 443-2556

E-mail: rcole@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.



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Department Source: CEO

To: CHA Board of Commissioners

From: CEO & Staff

CHA Board of Commissioners Meeting Date: May 8, 2025

Re: **Resolution 2983**: Authorizing the Incumbency Certificate of the Housing Authority of the City of Columbia for the Park Avenue Apartments Project and Associated Partnership Certified Resolution of the Housing Authority of the City of Columbia, Missouri Authorizing it to Enter into Transactions to Develop the Park Avenue Apartments Project

Executive Summary

Consideration of this resolution includes authorizing the Incumbency Certificate of the Housing Authority of the City of Columbia for the Park Avenue Apartments Project and Associated Partnership Certified Resolution of the Housing Authority of the City of Columbia, Missouri Authorizing it to Enter into Transactions to Develop the Park Avenue Apartments Project. These authorizations are required to move forward with closing.

Discussion

The proposed resolution includes an incumbency certificate and Associated Partnership Certified Resolution of the Housing Authority of the City of Columbia. The incumbency certificate verifies the identities and positions of the CHA Board and staff and confirms their authority to act on behalf of each organization and execute the appropriate documents. The certified resolution of the Housing Authority of the City of Columbia, Missouri authorizes it to enter transactions to develop the Park Avenue Apartments and outlines the following entities as part of the transaction:

- Park Avenue Housing Development Group, LP, a Missouri limited partnership (the “Partnership”)
- Park Avenue Housing GP, LLC, a Missouri limited liability company (“Park Avenue Housing GP” or “General Partner”)
- CHA Affordable Housing Development, LLC, a Missouri limited liability company (the “Developer”)

The resolution affirms the Housing Authority serving as the sole member (the “Member”) of the Developer of the Project, and the execution of associated documents. It also authorizes the sale of the land from CHA to the partnership, associated financing. The resolution also authorizes the Columbia Housing Authority to obtain construction financing and long-term financing. Finally, the resolution authorizes CHA’s Board Chair and Chief Executive Officer to sign off on associated documents.

These documents are required to allow CHA to complete a “Dry Closing” within the month of May to allow for the Equity Partner, Red Stone to meet their closing deadline of June 30, 2025. This deadline relates to their investment funds for the Park Avenue Apartments Project. A dry closing executes the partnership documents but does not release funding related to the project. The financial closing with release of funding is planned for June of 2025 following successful formal approval of the RAD Conversion package under review by HUD and any additional related due diligence items as required by additional funders.



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Recommended Commission Action

Approve the Certified Resolution of the Housing Authority of the City of Columbia, Missouri authorizing it to complete the incumbency certificate on behalf of CHA and to enter into transactions to develop the Park Avenue Apartments project.

CERTIFICATE FOR
HOUSING AUTHORITY OF THE CITY OF COLUMBIA, MISSOURI

MAY 8, 2025

I, the undersigned, RANDALL COLE, do hereby certify as follows:

1. I am the CHIEF EXECUTIVE OFFICER of the HOUSING AUTHORITY OF THE CITY OF COLUMBIA, MISSOURI, a Missouri municipal corporation ("Housing Authority").

2. Attached hereto as Exhibit A is a true, correct, and complete copy of the action by written consent adopted by the Board of Commissioners of the Housing Authority, dated as of May 8, 2025 ("Consent"). The Consent has not been amended or revoked and is now in full force and effect.

3. The Housing Authority is duly organized and validly existing as a municipal corporation.

4. Attached hereto as Exhibit B is a true and complete copy of the ordinance establishing the Housing Authority, which has not been amended to date.

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

6. Each person named in Exhibit D is a duly appointed person authorized to sign on behalf of the Housing Authority, and the signature set forth opposite his or her name on Exhibit D is his or her genuine signature. Said person is authorized to act on behalf of the Housing Authority.

7. The following individuals comprise the Board of Commissioners of the Housing Authority: Robin Wenneker; Bob Hutton; Rigel Oliveri; and Steve Calloway.

8. This certificate is delivered to Nationwide Affordable Housing Fund 66 – Red Stone Equity Fund – 100, LP, a Delaware limited partnership, Red Stone Equity Manager LLC, a Delaware limited liability company, Affordable Housing Fund III-H LLC, a Missouri limited liability company, Applegate & Thorne-Thomsen, P.C., Housing Authority of the City of Columbia, Missouri, Missouri Housing Development Commission, Legacy Bank & Trust Company, 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.

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

RANDALL COLE

EXHIBIT A

Resolutions

[SEE ATTACHED]

**CERTIFIED RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF
COLUMBIA, MISSOURI AUTHORIZING IT TO ENTER INTO TRANSACTIONS TO
DEVELOP THE PARK AVENUE APARTMENTS PROJECT**

On May 8, 2025, at a meeting of the Board of Commissioners (the “Board”) of the Housing Authority of the City of Columbia, Missouri, a Missouri municipal corporation (the “Housing Authority”) at which a quorum was in attendance, acting pursuant to its Bylaws and Chapter 99 of the Revised Statutes of Missouri (the “Act”), the following resolutions were adopted:

WHEREAS, the Board has heretofore submitted a development proposal and application for federal and state low-income housing tax credits (“Tax Credits”) to the Missouri Housing Development Commission (“MHDC”), to build Park Avenue Apartments (hereinafter referred to as the “Project”) which has been approved by MHDC;

WHEREAS, the Project will be owned by Park Avenue Housing Development Group, LP, a Missouri limited partnership (the “Partnership”);

WHEREAS, the general partner of the Partnership is Park Avenue Housing GP, LLC, a Missouri limited liability company (“Park Avenue Housing GP” or “General Partner”);

WHEREAS, the Project will be developed by CHA Affordable Housing Development, LLC (the “Developer”) or its affiliate;

WHEREAS, the Housing Authority desires to participate in the development of the Project by serving as the sole member (the “Member”) of the Developer of the Project;

WHEREAS, the Housing Authority desires to sell certain real estate to the Partnership on which the Partnership will develop the Project;

WHEREAS, the Housing Authority, pursuant to the Act, has the power to prepare, develop, carry out, acquire, lease and operate the housing project; to obtain financing, provide for the demolition, construction, reconstruction, improvement, alteration or repair of any housing project or any part thereof;

WHEREAS, the Housing Authority will be required to execute certain contracts, records, instruments, agreements, notices, and other documents necessary or appropriate to evidence, effectuate, and consummate certain transactions undertaken for the purpose of developing the Project including the acquiring, developing, constructing, and financing of the Project; and

WHEREAS, the Housing Authority will be required to provide certain guarantees to the limited partners related to the tax credit transactions, including the guarantees for construction completion, tax credit delivery, operating deficits, and other documents related to required guarantees.

NOW THEREFORE BE IT RESOLVED, that the Board of the Housing Authority authorizes the Housing Authority to serve as the sole member of the Developer.

BE IT FURTHER RESOLVED, that the Housing Authority shall sell property on which the Project will be developed, in Columbia, Missouri, for \$1,000,000, and in connection therewith, provide seller-financing to the Partnership for the entire purchase price; and

BE IT FURTHER RESOLVED, that the Housing Authority shall provide additional debt financing for the Project in the amount of \$300,000; and

BE IT FURTHER RESOLVED, that the Housing Authority shall use \$5,000,000 in American Rescue Plan Act funding from Boone County, Missouri to make a \$5,000,000 loan to the Partnership, which such loan shall be used to finance the development of the Project.

BE IT FURTHER RESOLVED, that the Housing Authority is authorized and directed to execute any and all commercially reasonable guarantees or environmental indemnification agreements required by Legacy Bank & Trust Company in connection with the construction financing for the Project.

BE IT FURTHER RESOLVED, that either the Chief Executive Officer or the Chair of the Board, are hereby authorized, on behalf of the Housing Authority, to enter into, execute and deliver all documents, instruments, agreements, including but not limited to that certain Guaranty Agreement in favor of Nationwide Affordable Housing Fund 66 – Red Stone Equity Fund – 100, LP, Red Stone Equity Manager LLC, and Affordable Housing Fund III-H LLC, limited partners providing equity financing for the development of the Project, effective as of May 1, 2025, and any and all notices necessary or appropriate to evidence, effectuate and consummate certain transactions undertaken for the purpose of acquiring, constructing, developing, securing the financing and maintaining of the Project.

BE IT FURTHER RESOLVED that the following officers are duly appointed and currently act as authorized signatories of the Housing Authority in the following capacity:

Randall Cole
Bob Hutton

Chief Executive Officer of the Housing Authority
Chair of the Board of the Housing Authority

BE IT FURTHER RESOLVED, that either Randall Cole as the Chief Executive Officer (“Chief Executive Officer”) or Bob Hutton as the Chair of the Board (“Chair”), are hereby authorized to sign for the Housing Authority and to take such other actions as either of them deems necessary and/or desirable in connection with all matters relating, directly or indirectly, to the development of the Project and to carry out these Resolutions.

FINALLY RESOLVED, that these Resolutions have not been amended, repealed, or modified.

IN WITNESS WHEREOF, we have hereunto set our hands and the seal of the Housing Authority of the City of Columbia, Missouri as of May 8, 2025.

**HOUSING AUTHORITY OF THE
CITY OF COLUMBIA, MISSOURI,**
a Missouri municipal corporation

By: _____
Bob Hutton, Chair

By: _____
Randall Cole, Secretary

EXHIBIT B

Ordinance

[SEE ATTACHED]

EXHIBIT C

By-laws

[SEE ATTACHED]

EXHIBIT D

<u>Incumbent</u>	<u>Office</u>	<u>Signature</u>
BOB HUTTON	Chair of the Board of Commissioners of the Housing Authority	_____
ROBIN WENNEKER	Vice-Chair of the Board of Commissioners of the Housing Authority	_____
RANDALL COLE	Chief Executive Officer of the Housing Authority	_____

4927-1164-5752, v. 3
4927-1164-5752, v. 3
4927-1164-5752, v. 3

Ordinance Establishing the Housing Authority of the City of Columbia

Passed by the Columbia City Council of the City of Columbia, Missouri on April 9, 1956

AN ORDINANCE DECLARING THE NEED FOR A HOUSING AUTHORITY TO FUNCTION IN THE CITY OF COLUMBIA, MISSOURI, ESTABLISHING AN AUTHORITY TO BE KNOWN AS THE "HOUSING AUTHORITY OF THE CITY OF COLUMBIA, MISSOURI", AND FIXING THE EFFECTIVE DATE OF THE ORDINANCE PURSUANT TO THE REFERENDUM PROVISIONS OF ARTICLE 17 OF THE CHARTER OF THE CITY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA AS FOLLOWS:

Section 1. That the Council finds the city of Columbia, Missouri, according to the last preceding Federal decennial census has a population of 31,974.

Section 2. That the Council of said city, pursuant to the provisions of Sections 99.010 to 99.230, inclusive, V.A.M.S., known as "The Housing Authorities Law" of the state of Missouri, hereby finds that insanitary or unsafe inhabited dwelling accommodations exist in said city and that there is a shortage of safe and sanitary dwelling accommodations in said city available to persons of low income at rentals they can afford.

Section 3. That in determining whether dwelling accommodations are unsafe or insanitary, the Council has taken into consideration the degree of overcrowding, the percentage of land coverage, light, air, space and access available to the inhabitants of such dwelling accommodations, the size and arrangement of the rooms, the sanitary facilities and the extent to which conditions exist in such buildings which endanger life and property by fire or other causes.

Section 4. That there is a need for a housing authority to function in said city of Columbia, Missouri, pursuant to the provisions of the Housing Authorities Law of the state of Missouri and the charter of said city. Such authority shall be known as the "Housing Authority of the City of Columbia, Missouri" and shall become established, transact business and exercise its powers under the provisions of said law and the charter of the city, subject to referendum, as set forth in Section 5 of this ordinance.

Section 5. This ordinance shall not become effective nor shall the "Housing Authority of the City of Columbia, Missouri" become established nor authorized to transact business and exercise its powers until this ordinance shall have been submitted to the qualified voters of said city at an election called and held pursuant to the referendum provision of Article 17 of the charter of said city, and a majority of the voters voting in such election shall have voted in favor thereof. If a majority of the voters voting in such election shall have voted in favor thereof, it shall thereupon be an ordinance of said city and shall become effective upon the declaration by the Council, after canvassing the election returns, that it has received a favorable vote of the majority. If this ordinance is not approved by a majority of the electors voting thereon, it shall be deemed repealed.

PASSED this 9th day of April, 1956.

(SEAL)

Attest:

City Clerk

Presiding Officer

175-10932
11-7-1953, page 506



CITY OF COLUMBIA, MISSOURI

LAW DEPARTMENT

February 8, 2007

To Whom It May Concern:

This will confirm that the Housing Authority of the City of Columbia, Missouri is a municipal corporation formed pursuant to the provisions of Chapter 99 of the Revised Statutes of Missouri.

Sincerely

A handwritten signature in black ink, appearing to read "Fred Boeckmann". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Fred Boeckmann
City Counselor

BY-LAWS OF THE HOUSING AUTHORITY OF THE CITY OF COLUMBIA, MISSOURI

REVISED APRIL 21, 2015

ARTICLE I – THE AUTHORITY

Section 1. Name of Authority. The name of the Authority shall be “Housing Authority of the City of Columbia, Missouri”.

Section 2. Seal of Authority. The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority. The seal shall also have in its center the numerals 1956, which is the year of organization of the Authority.

Section 3. Office of the Authority. The offices of the Authority shall be at such place or places in the City of Columbia, Missouri, as the Authority may from time to time designate.

Section 4. Governance of the Authority. The Authority shall be governed by a five member Board of Commissioners who will elect officers.

ARTICLE II – OFFICERS

Section 1. Officers. The officers of the Authority shall be a Chair, a Vice-Chair, and Secretary who shall be the Chief Executive Officer.

Section 2. Chair. The Chair shall preside at all meetings of the Authority. Except as otherwise authorized by Resolution of the Authority, the Chair shall sign all contracts, deeds and other instruments made by the Authority. At each meeting the Chair shall submit such recommendations and information, as he/she may consider proper concerning the business, affairs, and policies of the Authority.

Section 3. Vice-Chair. The Vice-Chair shall perform the duties of the Chair in the absence or incapacity of the Chair, and in the case of the resignation or death of the Chair, the Vice-Chair shall perform the duties imposed on the Chair until such time as the Board of Commissioners shall elect a new Chair.

Section 4. Secretary. The Secretary shall be the Chief Executive Officer of the Authority and, as such, shall have general supervision over the administration of its business and affairs, subject to the direction of the Board of Commissioners. The Secretary, who is the Chief Executive Officer, shall be charged with the management of the affairs of the Authority.

The Secretary shall keep or cause to be kept under his/her supervision the records of the Authority including a record of the meetings of the Board of Commissioners and a record of all votes, and shall also keep or cause to be kept under his/her supervision a record of the proceedings and

actions of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to his/her office. He/She shall keep or cause to be kept under his/her supervision in safe custody the seal of the Authority and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Board of Commissioners. He/She shall have care and custody of all funds of the Authority and shall deposit or cause same to be deposited in the name of the Authority in such bank or banks as the Board of Commissioners may select. He/She shall keep or cause to be kept under his/her supervision regular books of account showing receipts and expenditures and shall render to the Board of Commissioners an account of all transactions and of the financial condition of the Authority. He/She shall give such bond for the faithful performance of his/her duties as the Board of Commissioners may designate.

In the absence of the Secretary, or his/her inability to act, the Board of Commissioners may by resolution appoint (from the Board of Commissioners) a Secretary who shall have all the powers, duties and responsibilities of the Secretary for the period designated in said resolution.

Section 5. Additional Duties. The officers of the Authority shall perform such other duties and functions as may from time to time be required by appropriate resolution of the Board of Commissioners, the By-Laws or the rules and regulations of the Authority.

Section 6. Election or Appointment. The Chair and Vice-Chair shall be elected at the annual meeting of the Authority from among Commissioners of the Authority, and shall hold office for one year or until their successors are elected and qualified. In case of the absence or incapacity of both the Chair and the Vice-Chair, the other Commissioners of the Authority may elect an Acting Chair to serve during the period of absence or incapacity of the Chair and Vice-Chair.

The Secretary shall be appointed by the Board of Commissioners. Any person appointed to fill the office of Secretary, or any vacancy therein, shall have such term as fixed by the Board of Commissioners.

Section 7. Vacancies. Should the office of the Chair or Vice-Chair become vacant, the Board of Commissioners shall elect a successor from among its membership at the next meeting, and such election shall be for the unexpired term of said office. When the office of Secretary becomes vacant, the Board of Commissioners shall appoint a successor as provided in Section 6 of this Article.

Section 8. Additional Personnel. The Authority may from time to time by and through the Board of Commissioners, employ such personnel including an Chief Executive Officer as it deems necessary to the exercise of its powers. The selection and compensation of all personnel, other than the Chief Executive Officer, shall be made by the Chief Executive Officer subject to review by the Board of Commissioners.

ARTICLE III – MEETINGS

Section 1. Annual Meeting. The Annual Meeting of the said date shall be the third Tuesday of July at 5:30 P.M. of each year, at the Regular meeting place of the Board, or at such other place as the Board may from time to time designate.

Section 2. Regular Meeting. Regular meetings of the Board shall be held with notice at 5:30 o'clock P.M. on the third Tuesday of each month. In the event a day of regular meeting shall be on a legal holiday, said meeting shall be held on the next succeeding secular day.

Section 3. Special Meetings. The Chair of the Authority may, when he/she deems it necessary, and shall, upon the written request of two members of the Board of Commissioners, call a special meeting of the Authority for the purpose of transacting any business designated in the call. The call of a special meeting may be delivered to each member of the Authority or may be mailed to the business or home address of each member of the Authority at least two days prior to the date of such special meeting. At such special meeting, no business shall be considered other than as designated by the call.

Section 4. Quorum. The powers of the Authority shall be vested in the Board of Commissioners. Three Commissioners shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes. Action may be taken by the Authority only upon a vote of the majority (3) of the Commissioners (5).

Section 5. Order of Business. At the regular and annual meetings of the Authority the following shall be the order of business:

1. Roll call
2. Approval and adjustment of the agenda
3. Reading and approval of the minutes of the previous meeting
4. Resolutions and communications
5. Report of the Secretary
6. Comments from Commissioners and visitors
7. Adjournment

Section 6. Manner of Voting. Action may be taken by the Board of Commissioners by resolution or motion, upon an affirmative vote of a majority (3) of the Commissioners (5). The vote upon a resolution shall be taken by roll call, and the "yes" or "no" vote of each member shall be entered in the journal. A voice vote may be taken upon a motion, but if any member may so request, the "yes" or "no" vote of each member shall be entered in the journal. In case of elections, the vote may be by ballot.

Section 7. Code of Conduct.

CODE OF CONDUCT FOR COMMISSIONERS

The objective of the Code of Conduct is to encourage professional performance by housing commissioners. The Code describes objectives which, when accepted and followed, will help to foster a beneficial relationship between the commissioners, staff, and those they serve.

A public housing commissioner shall be bound by the following pledge:

1. I pledge myself to act in a professional manner while serving as a Housing Commissioner.

2. I pledge to view my service on the Housing Commission as an opportunity to serve my community, my state, and my nation because I support the objectives of providing a decent, safe and sanitary home and a suitable living environment for every American family.
3. I pledge that I recognize that my responsibilities are to serve in this capacity as a government official, a community leader, and an advocate for the Commission, its collective programs and objectives.
4. I pledge myself to seek and maintain an equitable, honorable and cooperative association with fellow public housing officials.
5. I pledge to try to make decisions in terms of the most economical and efficient method toward and the best interests of all citizens, particularly those of low and moderate income. Decisions will provide an equal opportunity to all citizens regardless of race, color, sex, religion, familial status, age, disability, or national origin.
6. I will recognize that my responsibility is a policy-making role and not to make the day-to-day management decisions of the Authority.
7. I pledge to refuse to represent special interests or partisan politics or to use this Commission for personal gain or for the gain of friends or supporters.
8. I pledge that I shall not receive, directly or indirectly, any fee, rebate, commission, discount, gratuity, or any other benefit whether monetary or otherwise for the proper professional discharge of my duties, except authorized established expenses and other benefits.
9. Decisions will be reached after discussion in open or closed session as appropriate. Once voted upon by a majority of Commissioners, I will abide by the decision.
10. I will recognize that authority is vested with the whole commission assembled in meetings and that the powers of the commission shall be vested with the commissioners thereof in office.
11. I pledge to support and protect authority personnel in the performance of their duties. I will support the Chief Executive Officer in his or her choice of hiring and handling personnel without involvement by the commission.
12. I pledge to refer complaints to the Chief Executive Officer, and only after the failure of administrative solution will pursue such matters with the Chair.
13. I pledge to observe laws and regulations pertaining to the commission.
14. I pledge to respect the limited intent and scope of executive session and respect privileged communications from executive session and other sources for the privacy of the personnel and clients with whom we are involved.
15. I pledge to make diligent use of the time of the commission as a whole and to faithfully attend all meetings barring unforeseen conflicts in which case I shall promptly notify the Chair or their designee.
16. I pledge myself to comply with the rules and regulations and principles of this Code of Conduct.

ARTICLE IV – AMENDMENTS

Section 1. Amendments to the By-Laws. The By-Laws of the Authority may be amended with the approval of at least three of the Commissioners of the Authority at a regular or a special meeting.

Except by unanimous consent of all the Commissioners, no proposed amendment to the By-Laws shall be voted upon until the same has been reduced to writing, filed with the Secretary, and read at the regular meeting immediately preceding the meeting at which the same is voted upon.

ARTICLE V – NEPOTISM

Employment of the immediate family members of a Commissioner or members of their household is prohibited. The “immediate family” includes spouse, child, sibling, parent, grandparent, father-in-law, mother-in-law, aunt, uncle, niece, nephew, grandchild, and any person residing in the same household.



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Department Source: CEO

To: CHA Board of Commissioners

From: CEO & Staff

CHA Board of Commissioners Meeting Date: May 8, 2025

Re: **Resolution 2984:** Authorizing the Incumbency Certificate of CHA Affordable Housing Development, LLC for the Park Avenue Apartments Project and Associated Partnership and Associated Limited Liability Company Resolution

Executive Summary

Approval of Resolution 2984 Authorizes the Incumbency Certificate of CHA Affordable Housing Development, LLC for the Park Avenue Apartments Project and Associated Partnership and Associated Limited Liability Company Resolution. Approval of this resolution is a part of meeting requirements associated with closing on the Park Avenue Apartments project.

Discussion

The proposed resolution includes an incumbency certificate certifying the CHA Board and Staff that will execute documents on behalf of CHA Affordable Housing Development, LLC for which the Columbia Housing Authority of the City of Columbia is the sole member.

The Associated Partnership and Associated Limited Liability Company Resolution authorize Randy Cole, Chief Executive Officer and Bob Hutton, Board Chair, both of the Columbia Housing Authority to enter into a development agreement with the Park Avenue Housing Development Group, LP to develop and execute any related documents of the Park Avenue Apartments.

Recommended Commission Action

Approve the limited liability company resolution of CHA Affordable Housing Development, LLC.

CERTIFICATE FOR
CHA AFFORDABLE HOUSING DEVELOPMENT, LLC

MAY 8, 2025

I, the undersigned, RANDALL COLE, do hereby certify as follows:

1. I am the CHIEF EXECUTIVE OFFICER of the HOUSING AUTHORITY OF THE CITY OF COLUMBIA, MISSOURI (“Housing Authority”), the sole member of CHA AFFORDABLE HOUSING DEVELOPMENT, LLC, a Missouri limited liability company (“Developer”).
2. Attached hereto as Exhibit A is a true, correct, and complete copy of the action by written consent adopted by the Member of the Developer, dated as of May 8, 2025 (“Consent”). The Consent has not been amended or revoked and is now in full force and effect.
3. The Developer 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 Developer issued by the Missouri Secretary of State.
4. Attached hereto as Exhibit C is a true and complete copy of the Articles of Organization of the Developer, which has not been amended to date.
5. Attached hereto as Exhibit D is a true and correct copy of the Operating Agreement of the Developer, which has not been amended to date.
6. The persons named in Exhibit E are the duly appointed officers of the Housing Authority, 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 Housing Authority, for itself and on behalf of the Developer.
7. This certificate is delivered to Nationwide Affordable Housing Fund 66 – Red Stone Equity Fund – 100, LP, a Delaware limited partnership, Red Stone Equity Manager LLC, a Delaware limited liability company, Affordable Housing Fund III-H LLC, a Missouri limited liability company, Applegate & Thorne-Thomsen, P.C., Housing Authority of the City of Columbia, Missouri, Missouri Housing Development Commission, Legacy Bank & Trust Company, 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.

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

RANDALL COLE

EXHIBIT A

Resolutions

[SEE ATTACHED]

CHA AFFORDABLE HOUSING DEVELOPMENT, LLC
a Missouri limited liability company
LIMITED LIABILITY COMPANY RESOLUTION

May 8, 2025

HOUSING AUTHORITY OF THE CITY OF COLUMBIA, MISSOURI (“Member”), being the sole member of **CHA AFFORDABLE HOUSING DEVELOPMENT, LLC**, a Missouri limited liability company (“Developer”), in its capacity as sole member the Developer, hereby adopts the following resolutions:

RESOLVED, that the Developer be and it hereby is authorized and directed to enter into a Development Agreement, as developer, with the **PARK AVENUE HOUSING DEVELOPMENT GROUP, LP**, a Missouri limited partnership (“Partnership”) for the development of a 79-unit multifamily housing development commonly to be known as Park Avenue Apartments in the City of Columbia, Missouri (the “Affordable Housing Development”), to provide for necessary real estate development services in connection with the development of the Affordable Housing Development; and

RESOLVED FURTHER, that the Developer be and is authorized and directed to execute that certain Development Agreement effective as of May 1, 2025, and any and all guarantees and indemnifications necessary to facilitate the development of the Affordable Housing Development; and

RESOLVED FURTHER, that either one of **Bob Hutton** or **Randall Cole**, the Board Chair and the Chief Executive Officer, respectively, of the Housing Authority, is authorized and directed to execute for and on behalf of the Housing Authority for and on behalf of the Developer all agreements and documents and to take all action necessary to facilitate the development of the Affordable Housing Development; 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 has executed this Limited Liability Company Resolution as of the date first mentioned herein.

MEMBER:

**HOUSING AUTHORITY OF THE CITY OF
COLUMBIA, MISSOURI**

By: _____
Randall Cole, Chief Executive Officer

EXHIBIT B

Certificate of Good Standing

[SEE ATTACHED]

EXHIBIT C

Articles of Organization

[SEE ATTACHED]

EXHIBIT D

Operating Agreement

[SEE ATTACHED]

EXHIBIT E

<u>Incumbent</u>	<u>Office</u>	<u>Signature</u>
BOB HUTTON	Chair of the Board of Commissioners of the Housing Authority	_____
ROBIN WENNEKER	Vice-Chair of the Board of Commissioners of the Housing Authority	_____
RANDALL COLE	Chief Executive Officer of the Housing Authority	_____

4914-3742-9304, v. 2

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

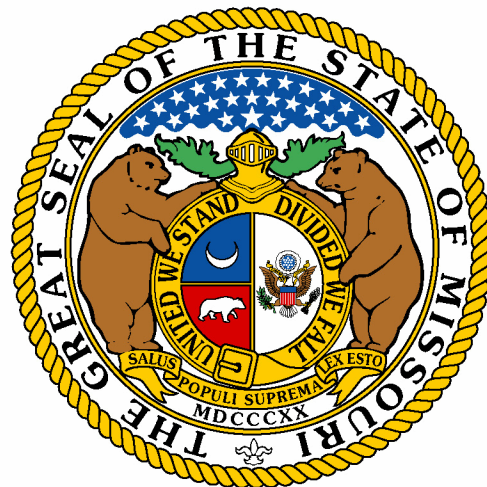
I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

CHA Affordable Housing Development, LLC
LC001412133

was created under the laws of this State on the 9th day of July, 2014, and is active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 6th day of June, 2024.


Secretary of State



Certification Number: CERT-06062024-0106



State of Missouri

Jason Kander, Secretary of State

Corporations Division

PO Box 778 / 600 W. Main St., Rm. 322

Jefferson City, MO 65102

LC001412133
Date Filed: 7/9/2014
Jason Kander
Missouri Secretary of State

Articles of Organization

(Submit with filing fee of \$105.00)

1. The name of the limited liability company is

CHA Affordable Housing Development, LLC

(Must include "Limited Liability Company," "Limited Company," "LC," "L.C.," "L.L.C.," or "LLC")

2. The purpose(s) for which the limited liability company is organized:

The purpose of the Company is to acquire, develop, own, redevelop, rehabilitate, operate, maintain, purchase, sell, lease and manage affordable and low-income housing projects. The Company shall have the power to transact any and all lawful business for which a limited liability company may be organized under the Missouri Limited Liability Company Act (the "Act"). The Company shall have the authority to do all things necessary or convenient to accomplish these purposes and operate its business as described herein.

3. The name and address of the limited liability company's registered agent in Missouri is:

Phil Steinhaus

201 Switzler Street

Columbia MO 65203

Name

Street Address: May not use PO Box unless street address also provided

City/State/Zip

4. The management of the limited liability company is vested in: ☐ managers ☒ members (check one)

5. The events, if any, on which the limited liability company is to dissolve or the number of years the limited liability company is to continue, which may be any number or perpetual: Perpetual

(The answer to this question could cause possible tax consequences, you may wish to consult with your attorney or accountant)

6. The name(s) and street address(es) of each organizer (PO box may only be used in addition to a physical street address):

(Organizer(s) are not required to be member(s), manager(s) or owner(s))

Name

Address

City/State/Zip

Clayborn, Ulysses

222 W. Gregory Blvd., Ste 200

Kansas City MO 64114

7. ☐ Series LLC (OPTIONAL) Pursuant to Section 347.186, the limited liability company may establish a designated series in its operating agreement. The names of the series must include the full name of the limited liability company and are the following:

New Series:

☐ The limited liability company gives notice that the series has limited liability.

New Series:

☐ The limited liability company gives notice that the series has limited liability.

New Series:

☐ The limited liability company gives notice that the series has limited liability.

(Each separate series must also file an Attachment Form LLC 1A.)

Name and address to return filed document:

Name: Ulysses Clayborn

Address: Email: deke@claybornlaw.com

City, State, and Zip Code: _____

8. The effective date of this document is the date it is filed by the Secretary of State of Missouri unless a future date is otherwise indicated: _____

(Date may not be more than 90 days after the filing date in this office)

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

All organizers must sign:

Ulysses Clayborn
Organizer Signature

ULYSSES CLAYBORN
Printed Name

07/09/2014
Date of Signature

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
CHA AFFORDABLE HOUSING DEVELOPMENT, LLC**

This Operating Agreement ("Agreement") is made as of July 15, 2014, by the **HOUSING AUTHORITY OF THE CITY OF COLUMBIA, MISSOURI**, a Missouri municipal corporation, (the "Member") as the sole and initial Member of **CHA AFFORDABLE HOUSING DEVELOPMENT, LLC**, a Missouri limited liability company formed pursuant to the Missouri Limited Liability Company Act (the "Company").

The parties agree as follows:

1. Written Declaration. This Operating Agreement shall constitute the written declaration of this Company and its Member as provided in the definition of "Operating Agreement" set forth in RSMo Section 347.015(13).
2. Formation. The Company was formed by Ulysses M. Clayborn, as organizer (the "Organizer") by filing Articles of Organization with the Office of the Missouri Secretary of State, consistent with the provisions contained herein, on July 9, 2014 ("Effective Date"). The Member hereby adopts, ratifies and approves the Articles of Organization as filed and ratifies and approves the actions of the Organizer.
3. Name. The name of the Company is CHA Affordable Housing Development, LLC.
4. Principal Office; Registered Office; and Registered Agent. The principal office of the Company shall be 201 Switzler Street, Columbia, Missouri 65203; the registered office shall be 201 Switzler Street, Columbia, Missouri 65203, and the registered agent is Phil Steinhaus.
5. Term. The term of the Company shall be perpetual, unless it is dissolved earlier in accordance with this Agreement and the Act.
6. Purpose. The purpose of the Company is to develop, re-develop, acquire, own, rehabilitate, maintain, purchase, sell, lease, and manage affordable rental housing projects. The Company is formed only for such business purposes and will not be deemed to create any agreement among the Members with respect to any other activities whatsoever other than the activities within such business purpose. The Company shall have the power to transact any and all lawful business for which a limited liability company may be organized under the Missouri Limited Liability Act (the "Act"). The Company shall have the authority to do all things necessary or convenient to accomplish these purposes and operate its business as described herein.

7. Member. The initial member of the Company and the membership of the Member are as set forth in Exhibit "A", attached hereto and incorporated by this reference herein, as may be amended from time to time.
8. Status of the Company as Member Managed. The Sole and Initial Member of the Company is the Housing Authority of the City of Columbia, Missouri, a Missouri municipal corporation, which shall manage the Company.
9. Company Management and Decision Making: Functions and Duties, etc. of the Member Manager.
 - A. The overall management and control of the business and affairs of the Company shall be vested in the Member. Subject to the specific limitations and restrictions set forth in this Section 9, the Member shall have full, exclusive, and complete charge of the management of the business of the Company in accordance with its purpose stated in Section 6 hereof. Except as expressly stated to the contrary herein, the affirmative vote of the Member shall be required for any decision relating to the management and control of the Company. The execution of the decisions of the Member may be delegated by the Member to the officers appointed by the Member from time to time.
 - B. The Member shall have the necessary powers to carry out the purposes, business and objectives referred to herein and except as expressly limited in this Agreement, shall possess and enjoy all the rights and powers of a manager of a Limited Liability Company under the Act. The Member is specifically authorized to take or approve the following actions on behalf of the Company:
 - (i) Execute or direct the execution of any and all documents in connection with the Company's ownership, management, development or sale of real property, including without limitation, sales contracts, assignments, notes, mortgages, security agreements, UCC-1 financing statements, assignments of rents and leases and closing documents;
 - (ii) Assign, transfer, pledge, compromise or release or direct the assignment, transfer, pledge, compromise or release of any of the claims of or debts due the Company or arbitrate or consent to the arbitration of any of the disputes or controversies of the Company;
 - (iii) Make, execute and/or deliver, or direct the making, execution and/or delivery on behalf of the Company, of any leases or lease modifications; and

- (iv) Perform any act for which the Company is authorized or which is permitted or required under the Act.
 - C. Notwithstanding any other provision of this Agreement, the Member shall have no authority to perform any act in violation of any applicable laws or regulations or any express provision of this Agreement.
10. Meetings of Sole Member; Place of Meetings.
- A. Meetings of the Member may be called at any time by the Member. Meetings of the Member may be held for any purpose or purposes, unless otherwise prohibited by Act. All meetings of the Member shall be held at such place as shall be stated in the notice of the meeting or at any other location specified by the Member.
 - B. A meeting of the Member shall not be required for the Member to make any decision or to take any action to be made or taken by the Member. Any decision or action required or permitted to be taken by the Member may be taken without a meeting if the action is evidenced by written consent or a document constituting or describing the action to be taken, signed by the Member.
11. Allocation of Profits and Losses; Distributions. The Member shall allocate all profits and losses and make distributions of cash or other property to itself, as it determines based on its sole discretion.
12. Transfers of Members Interests; Additional Members. No Member may assign, transfer, encumber, mortgage, pledge, its interest in the Company or grant a security interest therein, or any portion thereof, without the prior written consent of all the other Members, if any. Any purported assignment, transfer, encumbrance, mortgage, pledge, or other disposition of any ownership interest in the Company without first obtaining the prior written consent of all of the other Members, if any, shall be null, void, and of no force and effect. If all of the non-transferring Members, if any, consent to a transfer of the Member's interest in the Company, the transferee shall be admitted as a member upon executing and delivering such documents as the existing Members, if any, may request (including any amendment or supplement to this Operating Agreement).
13. Dissolution. The duration of the Company shall be perpetual, unless any of the following events occur, the occurrence of which shall cause an immediate dissolution of the Company:
- A. All Members withdraw and there are no surviving or substituted members then admitted or deemed to be admitted;
 - B. All Members consent to the dissolution of the Company;

C. A court of competent jurisdiction enters a Decree of Dissolution under Section 347.143 of the Act, as amended from time to time; or

D. The Company is not the surviving entity in a merger or consolidation.

In the event the Member withdraws from the Company or abandons its interest, the remaining member or members shall have the absolute right to automatically continue the business and affairs of the Company as long as there is at least one member remaining (or such other minimum amount of remaining members as may then be required by statute); and the business and affairs of the Company shall continue, without the need of any further consent, agreement, election, act or other deed. No act, thing, occurrence, event, or circumstance, including, but not limited to, the withdrawal or dissociation of a member, shall cause or result in the dissolution of the Company or the discontinuation of the business and affairs of the Company, except under the occurrence of one (1) or more of the events set forth above.

14. Missouri Law. This Operating Agreement shall be construed, governed and enforced in accordance with the laws of the State of Missouri.

15. Capital Contribution; Liability of Member or Members for Common Debts.

A. After the parties have signed and dated this Operating Agreement, each Member shall transfer the amount of cash and property identified in the attached Exhibit "A" (collectively the "Capital Contributions") to the Company as the sole and entire consideration for its membership interest in the Company.

B. Each Member shall have no duty or be required to contribute or otherwise to transfer any cash, property or services to the Company, except for the required Capital Contribution.

16. Member's Liability for Debts. A Member's liability for the debts and obligations of the Company in its capacity as a Member of the Company shall be limited to the value of its Capital Contribution and any subsequent contributions that it makes to the Company at its sole discretion.

17. Amendments. This Operating Agreement and the Articles of Organization of the Company may be amended at any time or times by the Member or Members, in their sole discretion, provided the Member or Members consent to the terms of any such amendment.

18. Liability; Indemnification for Acts and Omissions; Standard of Conduct.

A. No Member shall be liable as such for the obligations or liabilities of the Company. The failure of the Company to observe any formalities or

requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members for the liabilities of the Company.

- B. The Company shall defend, indemnify and hold each Member harmless from and against, any claim, action, payment, expense, loss, damage, obligation or other liability incurred by the Member arising out of such Member's act or failure to act on behalf of the Company in furtherance of the Company's best interest, including, but not limited to, the costs and expenses incurred by the Member to defend such claims or actions.
- 19. Reimbursement of Expenses. The Company shall reimburse all reasonable costs and expenses incurred by any Member and paid by the Member in connection with the operation of the business of the Company. The amounts paid by the Member on behalf of the Company shall be deemed an interest bearing loan, with interest accruing at a rate equal to the prime interest rate then in effect, until the Company has reimbursed the Member in full.
 - 20. Severability. Each provision of this Operating Agreement shall be considered severable and if for any reason any provision or provisions contained herein are determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions which are valid.
 - 21. Company Fiscal Year. The fiscal year of the Company shall be the calendar year.
 - 22. Miscellaneous.
 - A. All article sections and paragraph titles or captions contained in this Operating Agreement are for convenience only and shall not affect the interpretation of this Operating Agreement.
 - B. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter singular or plural as the identity of the person or persons may require.
 - C. This Operating Agreement contains the entire understanding between and among the parties with respect to the subject matter hereof and supersedes any prior understandings and agreements among them respecting the subject matter of this Operating Agreement.
 - D. This Operating Agreement shall be binding upon and inure to the benefit of its administrators, successors and assigns of the parties hereto.

- E. Nothing herein shall be construed to be for the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.
- F. No remedy granted to the Company or any Member by this Operating Agreement is intended to exclude their right to pursue any other remedy available to them at law or in equity. Each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Company or any Member.
- G. If there is any conflict between the provisions of this Operating Agreement and those of the Articles of Organization, the provisions of this Operating Agreement shall prevail.
- H. Any person that becomes a substitute Member of the Company under this Operating Agreement, shall have all of the rights of the initial Member under this Operating Agreement.
- I. The Member may make any tax elections for the Company allowed under the Internal Revenue Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

THE REMAINING SPACE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Operating Agreement has been executed as of the day and year first written above.

**CHA AFFORDABLE HOUSING
DEVELOPMENT, LLC**, a Missouri
limited liability company

By: HOUSING AUTHORITY OF THE CITY
OF COLUMBIA, MISSOURI, a Missouri
municipal corporation, its sole Member

By: Genie Rogers
June 14, 2014, President

EXHIBIT "A"

Capital Contributions

Member	Capital Contribution	Percentage Interests
Housing Authority of the City of Columbia, Missouri, a Missouri municipal corporation	\$100.00	100%