

**AGENDA FOR THE MEETING OF THE  
BOARD OF COMMISSIONERS  
OF THE  
HOUSING AUTHORITY OF JACKSON COUNTY**

**March 16, 2016**

1. Call to Order
2. Roll Call
3. Approval of Minutes of Previous Meetings:
  - February 17, 2016 **2.0**
4. Hearing of Visitors (on items not on Agenda):
5. New Business:
  - Jason-Resolution 2016-04 ; Authorizing Contract between Housing Authority of Jackson County and Affordable Housing Solutions **5.0**
  - Jason-Resolution 2016-05 ; Authorizing Patriot Station LLC **10.0**
6. Financials:
7. Bills and Communications:
  - Cara- Meyer Memorial Trust Grant Agreement **3.0**
8. Department Reports:
9. Secretary's Report:
10. Unfinished Business:
11. Adjourn

**MINUTES OF THE  
BOARD OF COMMISSIONERS OF  
HOUSING AUTHORITY OF JACKSON COUNTY  
FEBRUARY 17, 2016**

**CALL TO ORDER:** Joan Middendorff called to order the meeting of the Board of Commissioners at 12:38 PM at the Housing Authority of Jackson County, 2231 Table Rock Road, Medford, Oregon.

**ROLL CALL:** The following persons were present:

Commissioner, John Hanson  
Commissioner, Joan Middendorff  
Commissioner, Lori Magel  
Commissioner, Pat Stoddard  
Commissioner, Kimberly Clark

**Absent:** Commissioner, Cate Hartzell  
Commissioner, Jay Stormberg

**Visitors present:** None

**Employees present were:**  
Scott Foster, Executive Director  
Jason Elzy, Director of Development  
Brian Conover, Director of Finance  
Riley Pierce, Director of Maintenance  
Cara Carter, Director of Housing Programs  
Christie Van Aken, Director of Social Services  
Jennifer Jennings, Section 8 Supervisor  
Dianna Berry, Asset Manager  
Andrea Miranda, Project Developer  
Brenda Doggett, HR/Office Manager

**APPROVAL OF MINUTES OF PREVIOUS MEETINGS:**  
The minutes of January 20, 2016 and February 02, 2016 were approved as presented.

**HEARING OF VISITORS/ITEMS NOT ON THE AGENDA:**  
None

**NEW BUSINESS:**  
None

**FINANCIALS:**  
Brian Conover presented the December 2015 financials along with a summary of the financial highlights that had taken place during this time period.

**BILLS AND COMMUNICATION:**  
Meyer Memorial Trust has requested one of our board members attend their meeting on March 31, 2016 to discuss our recent grant award. Kim Clark will attend the meeting, along with staff members Riley Pierce and Cara Carter.

**DEPARTMENT REPORTS:**

Christie Van Aken presented the board with her 2015 Social Services Report and then followed up with conversation surrounding participant activity.

Jason Elzy gave a brief update on two possible land acquisitions; he will provide additional information as it is received.

**SECRETARY'S REPORT:**

None

**UNFINISHED BUSSINESS:**

None

The meeting was adjourned at 1:05 PM.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Joan Middendorff, Chairperson

ATTEST:

\_\_\_\_\_  
Scott Foster, Secretary

**HOUSING AUTHORITY OF JACKSON COUNTY**

**RESOLUTION 2016-04**

**AUTHORIZING CONTRACT BETWEEN HOUSING AUTHORITY OF JACKSON COUNTY  
AND AFFORDABLE HOUSING SOLUTIONS FOR THE DELIVERY OF JACKSON  
COUNTY CONTRACT #H15011**

WHEREAS, Jackson County, a political subdivision of the State of Oregon, has been awarded a Community Development Block Grant in the amount of \$300,000 to continue the Jackson County Home Repair Program, and

WHEREAS, Jackson County intends to enter into an Agreement, # H15011, with the State of Oregon to deliver the funding for the intended purpose; and

WHEREAS, Jackson County intends to enter into a Contract with Affordable Housing Solutions to carry out the grant funding, and

WHEREAS, Affordable Housing Solutions intends to contract with the Housing Authority of Jackson County to provide program delivery in an amount not to exceed \$65,000, including \$15,000 for grant administration and \$45,000 for Program Management and \$240,000 in rehabilitation dollars. The funding is limited to the grant funding from, #H15011, and

WHEREAS, the grant award shall be used for the rehabilitation of housing conditions for low and moderate-income families within Jackson County, to rehabilitate homes and replace or repair failing septic systems, to stop the deterioration of the housing stock, improve the appearance of the neighborhoods and provide safe and sanitary housing for low-income homeowners, as further described in Contract #H15011 and in the GRANT CONTRACT and all associated EXHIBITS between AHS and Jackson County, therefore,

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF JACKSON COUNTY that Scott Foster, Executive Director, be authorized to sign the contract between Housing Authority of Jackson County and Affordable Housing Solutions for program delivery and program administration of the Jackson County Home Repair Program funding associated with #H15011.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Joan Middendorff, Chairman

ATTEST:

\_\_\_\_\_  
Scott Foster, Secretary

**DRAFT OF MARCH 8, 2016**

**RESOLUTIONS 2016 -05**

**AUTHORIZING PATRIOT STATION LLC**

**ADOPTED BY  
THE BOARD OF DIRECTORS  
OF  
HOUSING AUTHORITY OF JACKSON COUNTY**

**At a Meeting Held on March 16, 2016**

**Recitals**

1. The Housing Authority of Jackson County (the "Authority") has formed an Oregon limited liability company known as Patriot Station LLC (the "Company") the purpose of which Company is to acquire, develop and manage certain real property and improvements thereon located in White City, Oregon (the "Project Property"). Once the Property is developed it will consist of 53 units of low-income housing and one manager's unit (the "Project").
2. The Authority was organized for the purpose, among others, of developing and operating low-income housing.
3. The Authority is the sole member of the Company and is designated as the manager of the Company (the "Manager"), pursuant to that certain Operating Agreement of the Company (the "Operating Agreement").
4. The Authority will remain as the sole member of the Company until an amended and restated operating agreement is entered into with the Investor Member, as that term is defined below, at which time there will be two members with the Authority continuing to act as the Manager.
5. The Authority acquired the Project Property pursuant to that certain Statutory Warranty Deed, recorded March 4, 2015, for a purchase price of \$557,568 from Steven Root, as Testamentary Trustee under the Last Will and Testament of Ten Hornecker, deceased.
6. The Company anticipates that it will acquire the Project Property from the Authority for the sum of \$558,951.
7. The Authority, acting on behalf of the Company, filed an application with Oregon Housing and Community Services ("OHCS") for funding in connection with the 2015 Consolidated Funding Cycle and has had reserved for the benefit of the Project up to a \$890,000 annual allocation of 2016 low income housing tax credits and up to \$750,000 of 2014 HOME Investment Partnerships Program Loan (the "HOME Loan").

8. The Authority, acting on behalf of the Company, filed an application with the Authority for 18 units of Section 8 project based HUD Veterans Affairs Supportive Housing (VASH) vouchers, subject to approval from the Department of Housing and Urban Development (HUD). The Company anticipates entering into an Agreement to Enter into a HAP Contract with the Authority (the "AHAP Contract") in connection with the anticipated award of the vouchers.

9. The Authority, acting on behalf of the Company, anticipates receiving and entering into a commitment letter with Key Community Development Corporation ("Key CDC"), pursuant to which Key CDC will agree to become the investor member (the "Investor Member") in the Company and will make capital contributions in the Company in the approximate aggregate amount of \$9,256,000.

10. The Authority, acting on behalf of the Company, anticipates receiving and entering into a commitment letter with KeyBank National Association (the "Bank"), pursuant to which the Bank will agree to provide construction financing for the Project in an amount not to exceed \$7,578,700.

11. The Company anticipates receiving and entering into a commitment letter from Network for Oregon Affordable Housing ("NOAH"), pursuant to which NOAH agrees to provide permanent financing for the Project in an amount not to exceed \$850,000, pursuant to documents which will include a Loan Purchase Agreement among NOAH, the Bank and the Company.

## **Resolutions**

### **Ratify and Affirm Formation of the Company**

RESOLVED, that the execution and delivery of (i) that certain Operating Agreement of the Company, dated as of August 4, 2015, by the Authority as member and manager of the Company and (ii) those certain Articles of Organization, filed with the Secretary of State of the State of Oregon on August 4, 2015, by C. Paul Dagle as organizer of the Company, are hereby ratified and affirmed.

### **Ratify and Affirm Acquisition of Project Property**

RESOLVED, that the acquisition of the Project Property by the Authority, as evidenced by that certain Statutory Warranty Deed, recorded March 4, 2015, is hereby ratified and affirmed.

### **Authorize Sale of Project Property to the Company**

RESOLVED, that the Authority, acting in its own behalf and/or as Manager of the Company, is authorized to execute and deliver all documents deemed necessary or desirable to sell the Project Property to the Company for such consideration as the person or persons executing the documents on behalf of the Authority, after advice of counsel, shall deem to be in the best interest of the Authority or the Company, as the case might be.

### **Authorize Acquisition of Project Property by Company**

RESOLVED, that the Authority, acting in its own behalf and/or as Manager of the Company, is authorized to execute and deliver all documents of any nature whatsoever which may be required to be executed and delivered by the Authority and/or the Company, as the case might be, for the Company to acquire the Project Property, as the person or persons executing the documents on behalf of the Authority, after advice of counsel, shall deem to be in the best interest of the Authority or the Company, as the case might be.

### **Ratify and Affirm Agreements with OHCS**

RESOLVED, that the execution and delivery of the i) Notice of Fund Availability Reservation Letter, dated July 17, 2015, between the Authority and OHCS, ii) the Reservation and Extended Use Agreement, dated December 9, 2015, between the Company and OHCS and iii) the Hold Harmless Agreement, dated December 9, 2015, between the Company and OHCS, signed by Scott Foster, Executive Director of the Authority, on behalf of the Authority acting in its own behalf or as Manager of the Company are hereby ratified and affirmed; and be it further

### **Authorize Execution of OHCS Documents**

RESOLVED, that the Authority, acting in its own behalf and/or as Manager of the Company, is authorized to execute and deliver all documents of any nature whatsoever which OHCS may require to be executed and delivered by the Authority and/or the Company, as the case might be, in order to qualify for and receive the award of 9% tax credits and the award of the HOME Loan awarded or to be awarded by OHCS to the Authority or the Company, as the case might be, including without limitation, award letter acceptances, reservation and extended use agreements, hold harmless agreements, project use agreements, carry over allocations, declarations of land use restrictive covenants, loan agreements, notes, trust deeds, certifications, acknowledgments, and other documents, in connection with the development of the Project as the person or persons executing the documents on behalf of the Authority, after advice of counsel, shall deem to be in the best interest of the Authority or the Company, as the case might be.

### **Authorize Execution of the AHAP Contract**

RESOLVED, that the Authority, acting in its own behalf and/or as Manager of the Company, is authorized to execute and deliver all documents deemed necessary or desirable in connection with the award of Section 8 project based VASH vouchers, including but not limited to an agreement to enter into a HAP contract, and other documents in connection therewith, as the person or persons executing the documents on behalf of the Authority, after advice of counsel, shall deem to be in the best interest of the Authority or the Company, as the case might be.

### **Authorize Execution of Amended and Restated Operating Agreement and Related Documents**

RESOLVED, that the Authority, acting in its own behalf and/or as Manager of the Company, is authorized to execute an amended and restated operating agreement with Key CDC and to execute

such other agreements of any nature whatsoever as may be deemed by it to be reasonable or necessary in connection therewith including, without limitation, one or more construction agreements, architect agreements, developer agreements, property management agreements, guaranty agreements, management services agreements, tenant services agreements, options and rights of first refusal, and asset management agreements as the person or persons executing the documents on behalf of the Authority, after advice of counsel, shall deem to be in the best interest of the Authority or the Company, as the case might be.

#### **Authorize Execution of Bank Loan Documents**

RESOLVED, that the Company is authorized to borrow up to \$7,578,700 from the Bank to be used for construction financing for the Project; and be it further

RESOLVED, that the Authority, acting in its own behalf and/or as Manager of the Company, is authorized to execute and deliver any and all commitment letters, notes, trust deeds, loan agreements, security agreements, guarantees, assignments, indemnities, instruments, or other documents necessary to borrow not more than \$7,578,700 from the Bank to provide financing for the Project as the person or persons executing the documents on behalf of the Authority, after advice of counsel, shall deem to be in the best interest of the Authority or the Company, as the case might be; and be it further

RESOLVED, that the Authority, acting in its own behalf and/or as Manager of the Company, hereby adopts all resolutions that the Bank may require or request that it adopt in connection with the loan of funds, as the person or persons executing the resolutions on behalf of the Authority, after advice of counsel, shall deem to be in the best interest of the Authority or the Company, as the case might be, and any member of the Authority is authorized to certify to the adoption of such resolution or resolutions.

#### **Authorize Execution of NOAH Loan Documents**

RESOLVED, that the Company is authorized to borrow up to \$850,000 from NOAH to be used for permanent financing for the Project; and be it further

RESOLVED that the Authority, acting in its own behalf and/or as Manager of the Company, is authorized, empowered and directed to execute a Loan Purchase Agreement among the Company, Bank and NOAH providing for the purchase of the Construction Loan (as such term is defined in the Loan Purchase Agreement) by NOAH upon satisfaction of all terms and conditions contained in the Loan Purchase Agreement and, upon purchase of the Construction Loan by NOAH, to execute and deliver to NOAH a Certificate of Borrower substantially in the form of Exhibit "I" to the Loan Purchase Agreement, an Amendment to Note substantially in the form of Exhibit "J" to the Loan Purchase Agreement, an Amendment to Deed of Trust substantially in the form of Exhibit "K" to the Loan Purchase Agreement, and such other certificates, documents, and instruments as NOAH deems necessary or convenient to consummate purchase of the Construction Loan and as may be required to close on the permanent loan; and be it further



RESOLVED, that the Authority, acting in its own behalf and/or as Manager of the Company, hereby adopts all resolutions that NOAH may require or request that it adopt in connection with the loan of funds, as the person or persons executing the resolutions on behalf of the Authority, after advice of counsel, shall deem to be in the best interest of the Authority or the Company, as the case might be, and any member of the Authority is authorized to certify to the adoption of such resolution or resolutions.

#### **Authorize Persons to Sign on Behalf of the Authority**

RESOLVED, that all actions taken and/or documents executed by Scott Foster as Executive Director, acting on behalf of the Authority, prior to the date hereof are hereby ratified and affirmed; and be it further

RESOLVED, that any one of Scott Foster as Executive Director or Jason Elzy as Director of Development, is authorized to act in behalf of the Authority to execute and deliver all documents which the Authority is authorized to execute pursuant to the foregoing resolutions acting in its own behalf or as Manager of the Company.

#### **General Resolutions**

RESOLVED, that any one of Scott Foster as Executive Director or Jason Elzy as Director of Development, is authorized on behalf of the Authority, acting in its own behalf and/or as Manager of the Company, to execute each and every document referenced herein, and any other document necessary to effectuate the foregoing resolutions, and to take all actions, deemed necessary or desirable to carry out the purposes set forth in foregoing resolutions; and be it further

RESOLVED, that any and all acts heretofore taken by any officer of the Authority in connection with the matters authorized by the foregoing resolutions are hereby ratified, confirmed, adopted and approved; and be it further

RESOLVED, that the execution of any and all documents and instruments related to the purposes and intent of the foregoing resolutions shall be conclusive evidence of the approval thereof by the Authority.

*[Signature page follows]*

**SIGNATURE PAGE**

DATED: March 16, 2016

The undersigned member of the Board of Directors hereby certifies that the foregoing resolutions were duly adopted by the Board of Directors of the Housing Authority of Jackson County at a meeting at which a quorum of the Board was present which meeting was called and held on March 16, 2016.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Scott Foster, Secretary



meyer

MEMORIAL TRUST

425 NW 10<sup>th</sup> Avenue, Suite 400  
Portland OR 97209

**GRANT AGREEMENT**

**Grant No. 16020378**

**GRANTEE:** Housing Authority of Jackson County  
2251 Table Rock Road  
Medford, OR 97501

**PURPOSE OF GRANT:** To further develop and replicate the Housing Authority's Section 8 Security Deposit Loan Project

**AMOUNT OF GRANT:** \$100,000

**PERIOD OF GRANT:** One year and six months  
From March 1, 2016, to August 31, 2017

**PAYMENT CONTINGENCIES**

Grant payments are contingent upon the grantee satisfactorily conducting the program as described in this agreement, except as modified with the express consent of the Trust.

Grant payments may be discontinued, modified, or withheld if, in the sole judgment of the Trust, this is necessary to comply with the requirements of law.

**GRANT REQUIREMENTS**

1. This grant is made with the understanding that the entire amount will be expended for the purpose stated above and in the manner described in the materials you have provided to the Trust. Whether or not you maintain a separate bank account, this grant should be treated as a "restricted fund," and no part of it should be used for purposes other than those approved for this grant.
2. Trust approval must be obtained for any modification of the objectives, methods, budget, or timeline of the project for which grant funds have been awarded.
3. The Trust should be promptly notified about any of the following:
  - a. Change in executive director and/or key personnel of the project or organization
  - b. Change in address, phone number, or e-mail of organization and/or contact person
  - c. Change in name of organization
  - d. Change in project design, population served, project budget, or use of MMT funds
  - e. Reviews that could result in loss of accreditation or license

- f. Audits with questioned costs or a qualified opinion
  - g. Other developments that significantly affect the operation of the project or the organization.
4. The grantee will provide the Trust with the program and financial reports described below and any special reports that may be requested by the Trust.
  5. The grantee will abide by all provisions of this agreement and will keep adequate supporting records to document the expenditure of funds and activities supported by these funds.

**GRANT PAYMENTS**

MMT will mail payment in the amount of \$100,000 by the end of March 2016, upon receipt of a counter-signed copy of this agreement.

**UNEXPENDED FUNDS**

If the funds have not been completely expended at the end of the grant period, the grantee agrees to provide a statement of the balance and a plan for using the remaining funds. If the plan is not approved by the Trust, the grantee agrees to repay to the Trust any portion of the remaining unspent funds.

**GRANT REPORTS**

In making this grant, Meyer believes it has entered a partnership with the grantee to accomplish the purposes of the grant. Meyer views reports as a valuable learning tool, and asks that the grantee be forthcoming and candid in keeping Meyer informed of grant-related activities (both positive and disappointing). The grantee should follow the attached Reporting Guidelines in submitting reports, and shall report on the activities and expenditures of this grant according to the following schedule:

August 1, 2016	Interim Report
March 1, 2017	Interim Report
October 16, 2017	Final Report

Occasionally, a Meyer representative may contact the grantee to review grant activities and expenditures, and the grantee must be willing to make available to Meyer, at reasonable times, the financial records related to the activities supported by this grant.

Please note that payments will be made only if Meyer has received and approved scheduled reports. If a report deadline cannot be met, or if a modification of the above schedule would more closely align with the project timeline or otherwise make reporting more convenient, please notify Meyer. If requested changes will not interfere with monitoring of the grant, the request will be approved.

**IRS STATUS**

It is the understanding of the trust that the grantee organization is a tax-exempt public government agency.

If there is any change in grantee status or classification, the grantee must promptly notify the Trust. In the event of loss of tax-exempt status under Federal laws, any unspent funds must be returned to the Trust.

**GRANT RESTRICTIONS**

The grantee cannot expend any part of the this grant in any way that violates its tax exempt status or in such a manner that it constitutes a taxable expenditure as detailed in Section 4945 of the Internal Revenue Code; that is, grant funds are not:

- Earmarked for purposes of influencing specific legislation or the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;
- For any grant to an individual which does not comply with the requirements of Section 4945(d)(3) or (4); or
- For any purpose other than one specified in Section 170(c)(2)(B) of the Code, i.e., a religious, charitable, scientific, literary, or educational purpose.

**PUBLICIZING THE GRANT**

Meyer encourages grantee partners to raise public awareness about their work. It is not necessary to get Meyer's approval to announce the grant, as long as the grantee characterizes the award as it appears in this agreement and makes clear that Meyer Memorial Trust is a private foundation that is not connected to Fred Meyer, Inc.

To request a quote from Meyer to include in your press release, please email [communications@mmt.com](mailto:communications@mmt.com). Meyer's logo is available for use in electronic and printed material such as newsletters or reports – but not on banners or vehicles – for the purpose of crediting support. You can download a .png of our logo from our website: [mmt.org/contact-us](http://mmt.org/contact-us).

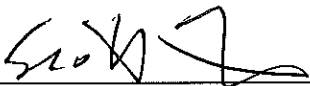
**AGREEMENT**

If this document correctly sets forth your understanding of the terms of this grant, please countersign this agreement and return one copy to the Trust.

By: **Meyer Memorial Trust**

By: **Housing Authority of Jackson County**

\_\_\_\_\_  
Chief Executive Officer

  
\_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_

Date: 3/1/16

\_\_\_\_\_  
Board Member

Date: \_\_\_\_\_