

City of St. Petersburg
Housing Services Committee
November 21, 2016
9:00 a.m.
Conference Room 100/City Hall

Mission Statement: *To effectively address the on-going need for affordable livable rental and owner-occupied housing units within the city (by proposing legislation, developing clear-cut policies, supporting proven strategies and providing for the implementation of best practices).*

- **Call to Order and Roll Call**
- **Approval of Agenda and Additions/Deletions**
- **Approval of Minutes (September 22, 2016 and October 27, 2016)**

New Business:

1. Discussion of Agreement between City and Jordan Park, Brett Pettigrew, Assistant City Attorney
 2. New business referral item "Audit of Jordan Park", Council Member Steve Kornell
 3. Affordable Housing Projects submitted by Developers of multi-family Low Income Housing Tax Credits developments, Stephanie Lampe, Sr. Housing Development Coordinator
- Follow-up (information only):

Provide a copy of the status of multi-family projects that are scheduled for, or are under development/redevelopment.

Provide a copy of the status of NSP projects.

Provide a spreadsheet of past year's housing accomplishments and current status.

Provide a copy of Con Plan Actual to Budget

Provide copy of Vacant and Boarded Properties.

Adjourn

Committee Members

Karl Nurse, Committee Chair

Charlie Gerdes, Council Member

Darden Rice, Committee Vice-Chair

Lisa Wheeler-Bowman, Council Member

Ed Montanari, Council Member

CITY OF ST. PETERSBURG
HOUSING SERVICES COMMITTEE MEETING
October 27, 2016 @ 10:39 a.m.

PRESENT: Chair Karl Nurse, Charlie Gerdes, Ed Montanari, Lisa Wheeler-Bowman

ALSO PRESENT: Neighborhood Affairs Administrator Mike Dove, Housing and Community Development Director Joshua Johnson, Senior Housing Development Coordinator Stephanie Lampe, Assistant City Attorney Rick Badgley, City Architect Raul Quintana, Zoning Official Elizabeth Abernethy, Assistant to the City Clerk Cortney Phillips

ABSENT: Vice-Chair Darden Rice

Chair Nurse called the meeting to order at 10:39 a.m. and began with a roll call. Councilmember Gerdes moved for approval of the agenda. All were in favor of the motion, with Vice-Chair Rice being absent.

In connection with the new business, Lynn Gilbert, the Housing Development Coordinator of the Housing and Community Development Department presented the City's new Local Housing Assistance Plan with Pinellas County Housing Finance Authority. Ms. Gilbert discussed that in FY 2006-2007, FY 2007-2008, and FY 2008-2009 received a total of \$4,144,188 in funding from Pinellas County for the preservation and construction of affordable housing. She discussed that the City had to prepare a three year plan to be able to receive funding, and currently is required to prepare a three year plan to be able to expend funding that is derived from program income that resulted from the use of prior funding. She discussed that the City has \$94,000 in program income that is available to assist with a development, but the City has an approved plan in order to use the funding, and that the City has until the end of November 2016 to submit an approved plan to the Pinellas County Housing Finance Agency (HFA) for approval.

Chair Nurse asked whether Campbell Landings and Urban Lands were affordable units. Mr. Johnson responded that Campbell landings were all senior units below 60% of area median income (AMI). He also replied that Urban Landings/Harbors Edge is a mixed income development which has a few market rate units, with the majority of units below 60% of AMI.

Chair Nurse inquired regarding the minimum number of units eligible to receive tax credits. Ms. Lampe responded that the minimum number of units is 75.

Councilmember Gerdes asked if there is any meaningful difference between the first three-year plan and this three year plan in how we operate and what is required? Mr. Johnson responded that the City is limited in what it can accomplish in that it no longer receives an allocation of funding from the County. The reason for the County originally allocating funding to the City was to assist with the provision of affordable housing prior to the housing bubble. The City only derives funding in the form of program income from prior funding that was allocated to produce

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some of the multi-family developments that were depicted in the handouts, prior to the start of today's meeting.

Councilmember Gerdes asked does the City still receive funding from the HFA? Mr. Johnson responded that the HFA utilizes its funding to acquire property for development to be placed in its land trust. Councilmember Gerdes asked does the City have a land trust? Mr. Mike Dove, the City's Neighborhood Affairs Administrator, responded that Bright Communities has a land trust. He also discussed that the City is in conversation with the County to purchase property in St. Petersburg to be placed in the land trust for affordable housing. Mr. Dove responded that the City does not have a land trust.

Councilmember Gerdes asked what does the next three year production of the multi-family affordable housing look like. Mr. Johnson responded that the City recently prepared its five-year Consolidated Plan and indicated in the plan that it should develop approximately 750 multi-family units.

Councilmember Gerdes asked whether staff has an understanding of the influx of people into the City of St. Petersburg and who will need affordable and market rate housing. Mr. Dove discussed that approximately five-months ago staff provided a discussion on the overall demand for affordable housing. We use that information to document the City's need for affordable housing.

Councilmember Gerdes moved for approval of the item to move to full Council. All were in favor of the item with Vice-Chair Rice being absent.

In connection with the new business, Downtown Enterprise Facilities Director Clay Smith, began his presentation by providing information on the status of the current work that is ongoing at Jamestown and reminded that Don Crawford, Manager of Jamestown will provide a more in-depth overview of the work in progress and that he will return at the end of the presentation and discuss funding that is needed to complete the rehabilitation.

Mr. Crawford discussed that the presence of the police department between Jamestown and the St. Vincent de Paul site has made a significant difference. He thanked Staff of the Housing and Community Development Department for providing the initial funding that started the rehabilitation at Jamestown. He further thanked Mayor Kriseman for securing \$2 million in funding from Pinellas Penny Funds to continue the rehabilitation of the development.

Mr. Crawford began by discussing that in 2012 the first renovation was approved by City Council, which included water saving fixtures, updates and energy efficient appliances, repairs, etc. He further discussed that 16 units of the 55 units that needed to be rehabilitated have received substantial rehabilitation with HOME funding. Mr. Crawford discussed that 31 units remains to be renovated (they were units that were not fully renovated previously). He also discussed that by the end of next week, every air conditioning unit in the development would have been replaced.

Mr. Smith discussed that between now and March 18, 2017, the City needs to decide how it will address the completion of the development. He discussed that there is a \$1.8 million

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shortfall and that he sees several ways in which funding might be derived. It may be a bond issuance which would obligate the general fund for \$168,000 annually. Another option would be the possibility of using additional grant funding, the downside of which would result in more restrictive units at the development. The final alternative would be to apply for Penny for Pinellas funding, the downside of this option would be that funding is not available until 2019.

Chair Nurse asked if the Housing Department can bridge the gap until additional funding is available. Mr. Johnson responded that the Housing Department does not have large sums of funding available as the funding on hand is only able to assist multi-family developments with the \$120,000 contribution from the City that enables them to secure tax credit funding for the development.

Councilmember Gerdes said that he is taken aback at the cost per unit. The City has received bids from builders to build a house from the ground up for \$120,000. Could staff of Jamestown help him to understand the cost. Mr. Raul Quintana, City Architect responded that in 2015 units averaged \$90,000. The units currently underway are averaging \$79,000, which is inclusive of inspections. He believes that Mr. Smith used the \$95,000 figure to arrive at the \$1.8 million figure needed to complete the renovations.

Chair Nurse discussed that it appears the City's best interest is to issue a bond to complete the project. He also asked staff to talk to the contractors about different ways of assembling packages (renovating between 4-12 units).

No action was taken.

In connection with the new business regarding discussion of permitting fees, Chair Nurse began the discussion by disclosing that the Building Official, Mr. Rick Dunn was scheduled to discuss permitting but had to remain on the job to conduct business. Mr. Dunn provided a spreadsheet that reflected a Proposed Permit Fee Revision.

Chair Nurse discussed the spreadsheet that show permitting fees being reduced overall by 26% and the amendment that is not on the spreadsheet is for new construction to use a flat fee for square footage of less than 1400 square feet for \$250. This lowers the cost of producing affordable housing by \$700, which aids non-profits like Habitat for Humanity, and other non-profits to construct new units.

Councilmember Gerdes made a motion to move the proposed strategy to Full Council for approval. All were in favor of the motion with Vice-Chair Rice being absent.

In connection with the new business regarding reducing "design" requirements in the South St. Petersburg Community Redevelopment Area, Chair Nurse began the discussion by saying that when the last area of a neighborhood gets rezoned you move from (Traditional Neighborhoods to Neighborhood Suburban). Neighborhood Traditional areas has a series of design criteria that Neighborhood Suburban do not have. This conversation began with Habitat. He wants to let people to know the discussion is going on instead of coming up with a design of the Land

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Development Regulations that Ms. Abernethy has been working on. Should we look in the CRA area at cutting back some of the design criteria.

Chair Nurse discussed that over 900 homes were built in the City during the last 10 years at an average size of 2900 square feet and \$450,000. The City has to find a way to open up those markets. The average home the City built with NSP cost between \$130-\$135 thousand dollars.

Ms. Abernethy discussed that staff has been conducting an analysis of the land development codes and will bring them forward on January 19, 2017. They will help to balance design requirements to reduce costs looking at how to balance the code while not allowing an affordable home to be easily identified from the other homes being built.

Chair Nurse discussed that the face of the home should require ample design, but that the rear of the home may not need to be as restrictive. Councilmember Gerdes discussed that it was helpful in discussing the Monticello Neighborhood recently. He discussed implicit bias and how when he discuss ways in doing things differently in the CRA community, what it seems to be met with is "you are gentrifying my neighborhood and you are reducing the requirements". He believes that the best thing to do is to obtain the community's input and opinion for any recommended changes.

Chair Nurse discussed that the goal is for the market to build homes on the 1000 vacant lots in the area.

Ms. Abernethy discussed that her staff is analyzing all of the homes that have been built and will discuss their findings at a later date.

No action was taken on the item.

Chair Nurse discussed the Vacant and Boarded spreadsheet and how the City has made quite a dramatic progress on reducing the amount of properties on the list. He thanked Mr. Dove and his staff for the work that they are doing.

The next meeting is to be held on November 21, 2016 beginning at 10:30 a.m.

There being no further business, the meeting was adjourned at 11:46 a.m.

CITY OF ST. PETERSBURG
HOUSING SERVICES COMMITTEE MEETING
September 22, 2016 @ 10:00 a.m.

PRESENT: Chair Karl Nurse, Vice-Chair Darden Rice, Lisa Wheeler-Bowman, Steve Kornell, Jim Kennedy, Charlie Gerdes, Ed Montanari, Amy Foster

ALSO PRESENT: Neighborhood Affairs Administrator Mike Dove, Housing and Community Development Director Joshua Johnson, St. Petersburg Housing Authority CEO Tony Love, Chief Assistant City Attorney Jeannine Williams, Assistant City Attorney Brett Pettigrew, St. Petersburg Housing Authority Attorney Sandy McClinton, Housing Authority Board Member Virginia Littrell, Office Systems Specialist Paul Traci

ABSENT: None

Chair Nurse called the meeting to order at 10:00 a.m. Councilmember Gerdes moved for approval of the agenda. All were in favor of the motion. Councilmember Gerdes moved for approval of the minutes from the August 25, 2016 meeting. All were in favor of the motion.

In connection with the new business, Neighborhood Affairs Administrator Mike Dove began the discussion regarding a request by the St. Petersburg Housing Authority to terminate the Contractor Agreement and satisfy the Leasehold Mortgage and Leasehold Mortgage Note in the amount of \$3,167,000 between Jordan Park Development Partners, Ltd., and the City. Mr. Dove disclosed that to update the Committee, in July the City was notified by the St. Petersburg Housing Authority (SPHA) that it has made an offer to purchase the Jordan Park property from Jordan Park Development Partners, Ltd. The original closing date was scheduled for the end of December 2016, but was moved to an earlier date to allow the SPHA to realize some cost savings.

The City of St. Petersburg's contribution to the redevelopment of Jordan Park was \$3,167,000 for infrastructure improvements. Certain rights were guaranteed in the documents, the Legal Department (Legal) has drafted documents for the retention of the original rights. SPHA owns the underlying dirt that was leased to the developer. There is a CDBG Promissory Note, Contractor Agreement and Leasehold Mortgage on the property.

Brett Pettigrew of Legal discussed the documents that were drafted by Legal and that it may only be implemented if all parties agree to the terms and conditions which authorizes City to prevent default and SPHA will not terminate the lease agreement without notice to the City. T

Mr. Tony Love, Chief Executive Officer of the St. Petersburg Housing Authority introduced Ms. Sandy McClinton the Attorney for SPHA. Ms. McClinton discussed that most of what was previously said is accurate. She discussed who has ongoing daily contact with Jordan Park operations. She responded that the original documents required a first right of refusal. Usually property may be sold to another entity who take the proceeds from the sale and move on. SPHA originally had no intention of purchasing the property but was advised that it was available

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for sale. The current price to purchase was \$500,000, but prior to Mr. Love's employment with SPHA, it had no intentions of purchasing the property.

Ms. McClinton discussed that the idea is to forgive the loans now instead of the next 15 years which would allow a reduction in the closing costs. Mr. Love held that Jordan Park is public housing and not affordable housing. Ms. McClinton discussed that existing reserves has been used to pay for operating deficits, and that the purchase of Jordan Park will be done with current reserves. She discussed that the Richman Group has agreed to forgo its \$500,000 proceeds from the sale of the property to allow SPHA to put that funding back into the maintenance of the units. Mr. Love discussed that an assessment is being conducted to determine the needs of the Jordan Park development. He believes in will be somewhere in the \$10 – \$12 million range.

Jordan Park will be sold to Rise Development and SPHA will assume management of the property. However, the property will remain challenged to replace its capital needs. The most reasonable way to make improvements is to utilize tax credits. Ms. McClinton held that allowing the City to determine who is selected to manage SPHA is something that a Limited Partner would do. SPHA is in the business of providing affordable housing but not have the City to provide oversight. She indicated that SPHA will allow the City access to its documents, but will not allow itself to have its hands tied by the City.

Councilmember Kornell asked did the limited partner have nothing to say in its current operations. Ms. McClinton responded that Richman had a major control with compliance because of its tax credits. She stressed that the autonomy to select a management company could not lie with the City.

Mr. Love discussed that the books have been closed since 2008 and that there may have been things that were planned and did not materialize such as the Achievement Center, but he only wanted to speak about the \$28 million that is outstanding today.

Chair Nurse asked why would SPHA not be comfortable with the City's ability for oversight while it is in pursuit of a second tax credit deal. Councilmember Kornell also asked does it matter that a developer say that they will provide for capital improvement and not honor their pledge. Ms. McClinton responded that there has been deferred maintenance due to cash flow issues.

Councilmember Kornell spoke of tenants who did not have air conditioners that worked properly, and wanted to know what will be different. Ms. McClinton responded that SPHA will operate and manage Jordan Park. Mr. Love also discussed that SPHA is looking at removing units from public housing to project based to derive more revenue.

Mr. Love restated that SPHA does not feel that the City should have oversight of Jordan Park because this would impact their ability to comply with HUD and tax credit requirements. He reminded that SPHA wants to move forward with management of the property. SPHA will conduct a need assessment to determine what needs to be replaced, and would like to go into the marketplace and secure a tax credit developer to own the facility. This is the only way it can raise the \$10-\$12 million that is needed for improvements.

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Councilmember Gerdes asked what oversight ability did SPHA have over its Limited Liability Partner. Ms. McClinton responded that anytime SPHA received complaints they were forwarded to the management company. Councilmember Gerdes asked if SPHA reject its right of first refusal, it would still own the Ground Lease. What oversight could be put in place? If the City inserts itself in some oversight role, the prospect of financing the project could be impacted. He is trying to ensure that without some kind of hook where this does not happen again and not impede the SPHA to secure assistance.

Chair Nurse responded that the City was looking for two areas on interjecting itself (entering the facility) and (determining management of the facility).

Mr. Love said that the current SPHA administration is committed to maintaining affordable housing. He does not believe more oversight than what is currently allowed by ordinance.

Ms. Virginia Littrell, Housing Authority Member of the Board of Commissioners responded that she was a member of City Council when the HOME VI grant was approved. She believes that City Council has the right to ask the questions. She believes the City currently has oversight, but does not believe it should have more oversight.

Councilmember Kennedy responded that he would like to have Codes Compliance inspect the property without residents being fearful of their ability to remain at the development.

Ms. Littrell asked whether it is no longer the case where City Codes allow inspection of rental properties. Rob Gerdes, Director of Codes Compliance Assistance responded that there is a Certificate of Inspection available. His department has visited Jordan Park and placed flyers on property and attended meetings. He would recommend inspection of 20% of units annually.

Councilmember Kennedy asked Mr. Love does he have a list of what needs to be addressed at Jordan Park at this time. Mr. Love responded that SPHA is evaluating a needs assessment and does not currently have that information.

Councilmember Kornell wanted to know what happens to the floor of reserve funds totaling \$2 million. Ms. McClinton responded that reserve funds were set aside for operating reserve, affordability reserve, and replacement reserves of \$1.7 million.

Mr. Love discussed that at this time he cannot provide a date as to when he may be able to provide a list of repairs that needs to be made to the property.

Ms. Jeannine Williams, Assistant City Attorney asked has SPHA determined any other area of oversight concern. Does it have a concern with inspections by Codes? Ms. McClinton responded that SPHA has no issues with Codes inspecting the property.

Councilmember Foster discussed that history suggest that there are past problems that have occurred at other developments (like Graham Rogall). She believes that residents should not be in fear of losing their housing.

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Councilmember Wheeler-Bowman discussed that members of her family reside in public housing. It is hard for her to believe it will be different. The gymnasium was sold when the community asked that it be given to them.

Councilmember asked about leaks of sewer pipes and requested a report of the work that was implemented at the site. Mr. Love responded that he believes the leak of which Mr. Kornell spoke was at the Historic Village that consists of 31 units (9 villas) that were rehabilitated and had original pipes.

Councilmember Gerdes moved that the item be deferred until the City's Legal Department and the St. Petersburg Housing Authority's Legal team can come to an agreement. All were in favor of the motion.

The next meeting is scheduled to be held on September 29, 2016.

There being no further business, the meeting was adjourned at 11:43 p.m.

Attached is a draft resolution regarding the Jordan Park Apartments to be discussed at the November 21, 2016 meeting of the Housing Services Committee, along with the current drafts of the two agreements mentioned in that resolution: a Termination Agreement with Jordan Park Development Partners, Ltd., and an Agreement Regarding Jordan Park Apartments with the Housing Authority of the City of St. Petersburg.

RESOLUTION NO. 2016-___

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA (“CITY”) AND THE HOUSING AUTHORITY OF THE CITY OF ST. PETERSBURG, FLORIDA (“AUTHORITY”) THAT PROVIDES THE CITY WITH OVERSIGHT RIGHTS FOR THE JORDAN PARK APARTMENTS SIMILAR TO THE RIGHTS IT POSSESSED THROUGH THE CONTRACTOR AGREEMENT DATED DECEMBER 28, 2000, (“CONTRACTOR AGREEMENT”) BETWEEN THE CITY AND JORDAN PARK DEVELOPMENT PARTNERS, LTD (“DEVELOPER”); APPROVING THE TERMINATION AGREEMENT BETWEEN THE CITY AND THE DEVELOPER TO TERMINATE THE CONTRACTOR AGREEMENT, SUBJECT TO CERTAIN CONDITIONS; CONSENTING TO THE ASSIGNMENT OF THE AMENDED AND RESTATED GROUND LEASE DATED NOVEMBER 9, 2000, BETWEEN THE DEVELOPER AND THE AUTHORITY, SUBJECT TO EXECUTION OF THE AGREEMENT WITH THE AUTHORITY AND THE TERMINATION AGREEMENT; APPROVING THE CANCELLATION OF THE DEVELOPER’S LEASEHOLD MORTGAGE NOTE AND RELEASE OF THE DEVELOPER’S LEASEHOLD MORTGAGE, AS RECORDED IN PINELLAS COUNTY, FLORIDA, OFFICIAL RECORDS BOOK 11303, PAGE 424, EFFECTIVE WHEN THE ASSIGNMENT OF THE JORDAN PARK APARTMENTS FROM THE DEVELOPER TO THE AUTHORITY OR AN ENTITY CONTROLLED BY THE AUTHORITY OCCURS; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT WITH THE AUTHORITY AND THE TERMINATION AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT WITH THE AUTHORITY, THE TERMINATION AGREEMENT, AND ALL OTHER NECESSARY DOCUMENTS, INCLUDING A CANCELLATION OF THE DEVELOPER’S LEASEHOLD MORTGAGE NOTE, A RELEASE OF THE DEVELOPER’S LEASEHOLD MORTGAGE, AND ANY ACKNOWLEDGMENT AND AGREEMENT WITH AN AUTHORITY-CONTROLLED OWNERSHIP ENTITY MADE IN ACCORDANCE WITH THE AGREEMENT WITH THE AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Housing Authority of the City of St. Petersburg, Florida (“Authority”) and Jordan Park Development Partners, Ltd (“Developer”) executed an Amended and Restated Ground Lease (“Ground Lease”) for the Developer to lease the Jordan Park development site located at 2240 Ninth Avenue South, St. Petersburg, Florida 33712 (“Property”) for the purpose of (i) renovating 31 existing units, (ii) constructing 206 new apartment units and related infrastructure improvements, and (iii) operating such units after completion of the renovations and construction; and

WHEREAS, City Council approved deferred Community Development Block Grant loans in the amount of \$3,167,000 to the Developer; and

WHEREAS, the City of St. Petersburg, Florida ("City") and the Developer entered into a Contractor Agreement on December 28, 2000, ("Contractor Agreement") for the City to provide funding in an amount not to exceed \$3,167,000 to the Developer for the purpose of providing the design, specifications, and construction of infrastructure improvements within the rights-of-way at the Property; and

WHEREAS, the Property is used as an affordable housing facility with ancillary services that provides housing to 237 very-low- and low-income households, as defined by the U.S. Department of Housing and Urban Development, through December 31, 2031; and

WHEREAS, as a guarantee that the Property would be used as an affordable housing facility that provides housing to 237 very-low and low-income households through December 31, 2031, the Developer executed a Leasehold Mortgage and Leasehold Mortgage Note in the amount of \$3,167,000; and

WHEREAS, the Developer's Leasehold Mortgage (with the the Developer's Leasehold Mortgage Note attached thereto) was recorded in Pinellas County, Florida, official records book 11303, page 424; and

WHEREAS, after the Developer completed (i) the renovation of the 31 existing apartment units and (ii) the development of the 206 new apartment units and the associated infrastructure improvements, the City took fee simple title to all the land underlying the platted rights of way within the Property, along with all of the Developer constructed improvements on and below the surface of the rights of way, by way of a special warranty deed dated December 10, 2002; and

WHEREAS, the Developer has provided housing for very-low and low-income citizens at the Property since completion of the construction, renovations and improvements in 2002; and

WHEREAS, the Developer desires to assign its interest in the Ground Lease and the 237 multi-family rental housing units, ancillary buildings, and all other buildings and fixtures on the Property to the Authority or to an entity controlled by the Authority; and

WHEREAS, the assignment cannot occur unless the City (i) provides prior written consent to the assignment of the Ground Lease, (ii) terminates the Contractor Agreement and (iii) cancels the Developer's Leasehold Mortgage Note and releases the Developer's Leasehold Mortgage; and

WHEREAS, the Authority sent a letter to the City requesting that the City (i) cancel the Developer's Leasehold Mortgage Note and release the Developer's Leasehold Mortgage and (ii) terminate the Contractor Agreement; and

WHEREAS, the City has determined that canceling the Developer's Leasehold Mortgage Note and releasing the Developer's Leasehold Mortgage will serve a public purpose by reducing the cost of the assignment to the Authority (or an entity controlled by the Authority), thereby increasing the amount of money available to improve the Jordan Park Apartments at the Property following the assignment, as well as providing the basis for an agreement between the Authority and the City under

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which (i) the City will continue to possess certain oversight rights for the Jordan Park Apartments and (ii) the Property will continue to be used as an affordable housing facility that provides housing to 237 very-low- and low-income households through December 31, 2031; and

WHEREAS, the City and the Authority desire to enter into an agreement that provides the City with oversight rights for Jordan Park Apartments similar to the rights it possessed through the Contractor Agreement; and

WHEREAS, City and the Developer desire to terminate the Contractor Agreement, cancel the Developer's Leasehold Mortgage Note and release the Developer's Leasehold Mortgage, subject to the terms and conditions set forth in the termination agreement between the City and the Developer ("Termination Agreement"); and

WHEREAS, following the assignment, the City will continue to own all the land underlying the platted rights of way within the Property, along with all of the Contractor constructed improvements on and below the surface of the rights of way.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Agreement between the City of St. Petersburg, Florida ("City") and the Housing Authority of the City of St. Petersburg, Florida ("Authority") that provides the City with oversight rights for the Jordan Park Apartments similar to the rights it possessed through the Contractor Agreement dated December 28, 2000 ("Contractor Agreement") between the City and Jordan Park Development Partners, Ltd ("Developer") is hereby approved.

BE IT FURTHER RESOLVED that the Termination Agreement between the City and the Developer to terminate the Contractor Agreement, subject to certain conditions is hereby approved.

BE IT FURTHER RESOLVED that this Council hereby consents to the assignment of the Amended and Restated Ground Lease dated November 9, 2000 between the Developer and the Authority, subject to execution of the Agreement with the Authority and the Termination Agreement.

BE IT FURTHER RESOLVED that the cancellation of the Developer's Leasehold Mortgage Note and release of the Developer's Leasehold Mortgage recorded in Pinellas County, Florida, official records book 11303, page 424, effective when assignment of the Jordan Park Apartments from the Developer to the Authority or an entity controlled by the Authority occurs, is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney's Office is authorized to make non-substantive changes to the Agreement with the Authority and the Termination Agreement to correct typographical errors and clarify provisions of such agreements to conform to City Council's direction.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Agreement with the Authority, the Termination Agreement, and all other necessary documents necessary to effectuate these transactions, including a cancellation of the Developer's Leasehold Mortgage Note, a release of the Developer's Leasehold Mortgage, and any acknowledgment and agreement with an Authority-controlled ownership entity that is made in compliance with the Agreement with the Authority and in substantially the same form as the one attached to that Agreement.

This resolution shall become effective immediately upon its adoption.

Approvals:

City Attorney (Designee)
00296442

Administration

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT ("Agreement") is made and entered into this ___ day of December, 2016, by and between the City of St. Petersburg, Florida ("City") and Jordan Park Development Partners, LTD ("Developer"), (collectively, "Parties").

WITNESSETH

WHEREAS, on November 9, 2000, an amended and restated ground lease ("Ground Lease") for the property located at 2240 Ninth Avenue South, St. Petersburg, Florida, and known as Jordan Park Apartments ("Property") was executed between the Housing Authority of the City of St. Petersburg ("Authority") and the Developer; and

WHEREAS, the St. Petersburg City Council approved deferred Community Development Block Grant loans in the total amount of \$3,167,000 to the Developer; and

WHEREAS, the City and the Developer entered into a Contractor Agreement on December 28, 2000, a copy of which is attached hereto as Exhibit A ("Contractor Agreement") for the City to provide funding in amount not to exceed \$3,167,000 to the Developer for the purpose of providing the design, specifications, and construction of infrastructure improvements within the rights-of-way at the Property; and

WHEREAS, the Property is used as an affordable housing facility with ancillary services to support the residential development including but not limited to a community room and laundry facility, whose mission is to provide housing to 237 very-low and low-income households, as defined by the U.S. Department of Housing and Urban Development through December 31, 2031; and

WHEREAS, as a guarantee that the Property would be used as an affordable housing facility that provides housing to 237 very-low and low-income households through December 31, 2031, the Developer executed a Community Development Block Grant Program Leasehold Mortgage Note ("Note") and a Leasehold Mortgage, recorded in Pinellas County, Florida, official records book 11303, page 424, ("Mortgage"); and

WHEREAS, after the Developer completed (i) the development of 206 new apartment rentals, (ii) the renovation to 31 apartment rentals, and (iii) infrastructure improvements, the fee simple title to all the land underlying the platted rights of way within the Property, along with all of the Developer constructed improvements on and below the surface of the rights of way, were conveyed to the City by special warranty deed; and

WHEREAS, the Developer has provided housing for very-low and low-income citizens at the Property since completion of the construction, renovations and improvements in 2002; and

WHEREAS, the Developer now desires to assign its interest in the Ground Lease and its interest in the 237 multi-family rental housing units, and all other buildings and fixtures on the Property (collectively, "Jordan Park Apartments"), to (i) the Authority or (ii) a subsidiary of the Authority, a legal entity controlled by the Authority, or an instrumentality of the Authority (the "Ownership Entity"); and

WHEREAS, this assignment to the Authority or an Ownership Entity cannot occur unless the City (i) consents to assignment of the Ground Lease, (ii) terminates the Contractor Agreement, and (iii) cancels the Note and releases the Mortgage; and

WHEREAS, the City and Developer desire to enter into this Agreement to enable this assignment to the Authority or an Ownership Entity, subject to the conditions set forth in this Agreement; and

WHEREAS, following this assignment to the Authority or to an Ownership Entity, the City will continue to own all the land underlying the platted rights of way within the Property, along with all of the Developer-constructed improvements on and below the surface of the rights of way.

NOW, THEREFORE, for and in consideration of the foregoing recitals (all of which are hereby adopted as an integral part of this Agreement), the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the Developer hereby agree as follows:

1. This Agreement is effective on the date of the execution of the Agreement Regarding Jordan Park Apartments between the City and the Authority, which grants the City certain oversight rights with respect to the Jordan Park Apartments following assignment to the Authority or an Ownership Entity.
2. If this Agreement goes into effect, it constitutes prior written consent of the City to the assignment of the Ground Lease for the sole purpose of assigning ownership of the Jordan Park Apartments from the Developer to the Authority or an Ownership Entity (the document evidencing such assignment being called the "Assignment").
3. The Contractor Agreement shall terminate at the Closing. For purposes of this Agreement, "Closing" is the assignment to the Authority or an Ownership Entity of the Developer's interest in the Ground Lease and the Developer's interest in the Jordan Park Apartments. Following the termination of the Contractor Agreement, the Parties shall have no further obligations to one another other than those set forth in this Agreement.
4. Following termination of the Contractor Agreement, the City shall have no liability arising out of or related to the Contractor Agreement, and the Developer releases the City from any and all claims and liability arising out of or related to the Contractor Agreement. The Developer's indemnity obligations set forth in paragraph N of part II, General Terms and Conditions, of the Contractor Agreement shall survive termination of the Contractor Agreement with respect to events, incidents, or other losses occurring or arising prior to the date of termination of the Contractor Agreement, regardless of when a claim is made for such an event, incident, or other loss.
5. The Developer represents and warrants that, throughout the term of the Contractor Agreement, the Developer has maintained insurance coverage in accordance with the requirements set forth in paragraph GG of part II, General Terms and Conditions, of the Contractor Agreement, and the Developer agrees that it shall maintain such coverage until the Contractor Agreement is terminated.
6. The Developer's record retention obligations set forth in paragraph H of part II, General Terms and Conditions, of the Contractor Agreement shall survive termination of the Contractor Agreement. Such books and records shall be open to examination or audit by the City upon request.
7. The term "Invoice" means any invoice, bill, or other written demand for payment submitted to the Developer at least ten (10) business days before Closing. On or before the date of Closing, the Developer shall pay or provide in the documents executed in connection with the Closing that the

Authority or the Ownership Entity, as applicable, shall pay after Closing all Invoices for the provision of goods and services related to the Property and the Jordan Park Apartments, including but not limited to payment of all Invoices from individuals and companies who have provided repair services at the Jordan Park Apartments (other than invoices in dispute), and the Developer shall provide evidence of its payment of such Invoices or the assumption of such Invoices by the Authority or the Ownership Entity, as applicable, upon request by the City.

8. The Developer acknowledges that, as part of the assignment of the Property and the Jordan Park Apartments to the Authority or an Ownership Entity, the Developer has obligations to transfer to the Authority all funds remaining in the operating reserve and the replacement reserve, in accordance with section 5(d) of the Regulatory And Operating Agreement between the Authority and the Developer, dated July 31, 2001.
9. In recognition of the Developer's performance under the Contractor Agreement, the City shall cancel the Note effective as of the Closing, and shall deliver to the Escrow Agent (as defined below) at least one (1) business day prior to the Closing an executed release (the "Mortgage Release") of the Mortgage in the Official Records of Pinellas County, Florida, in a form substantially similar to the one attached to this Agreement as Exhibit A. The Escrow Agent shall have the right to release the Mortgage Release from escrow and to record the same in the Public Records of Pinellas County, Florida immediately prior to the recordation of the Assignment. If the Assignment is not recorded on or before February 1, 2017, the Escrow Agent shall return the Mortgage Satisfaction to the City. For purposes of this Agreement, the term "Escrow Agent" shall mean the firm of Squire Patton Boggs (US) LLP, Tampa, Florida.
10. Prior to Closing, the Developer shall cooperate with the Authority and the City and promptly respond to all reasonable requests of the Authority and the City related to the Jordan Park Apartments.
11. The laws of the State of Florida shall govern this Agreement.
12. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and it supersedes any previous representation, proposal, or agreement as to its subject matter, whether oral or written. No amendment or termination of this Agreement is effective without mutual written consent of the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the date first above written.

CITY OF ST. PETERSBURG

WITNESSES:

By: _____
Joshua A. Johnson, Director
Housing and Community Development

Sign: _____

Print: _____

Sign: _____

Print: _____

Attest: _____
Chandrasasa Srinivasa, City Clerk

(SEAL)

JORDAN PARK DEVELOPMENT PARTNERS, LTD.
A Florida limited partnership

By: Jordan Park Development, LLC, its General Partner

By: The Richman Group of Florida, Inc., Member

WITNESSES:

By: _____
Kristin Miller, President

Sign: _____

Print: _____

Sign: _____

Print: _____

By: Landex of Jacksonville, Inc., Member

WITNESSES:

By: _____
Peter Siegal, President

Sign: _____

Print: _____

Sign: _____

Print: _____

Approved as to Form and Content:

City Attorney (designee)

By: _____

Prepared by; return to:
City of St. Petersburg Legal Dept.
P.O. Box 2842
St. Petersburg, FL 33731-2842

EXHIBIT A

RELEASE OF LEASEHOLD MORTGAGE

This release of leasehold mortgage is made on September ____, 2016, by the City of St. Petersburg, Florida, a municipal corporation (the "Mortgagee").

On December 28, 2000, the Mortgagee and Jordan Park Development Partners, Limited, a Florida Limited Partnership, (the "Mortgagor") executed a leasehold mortgage (the "Mortgage") securing a Community Development Block Grant Program Leasehold Mortgage Note in the amount of \$3,167,000.00 (the "Note").

The Mortgage was recorded in Pinellas County, Florida, official records book 11303, page 424, and encumbered the Mortgagor's leasehold interest in certain property located in Pinellas County, Florida, as more particularly described in the Note (the "Property").

Mortgagee hereby surrenders the Note and Mortgage as cancelled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Pinellas County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee is executing this release on the date stated in the introductory clause.

WITNESS

CITY OF ST. PETERSBURG, FLORIDA

Sign: _____

By: _____

Name: _____

Name: Joshua A. Johnson
Title: Director, Housing and Community
Development

Sign: _____

Name: _____

Approved as to Content and Form

ATTEST

City Attorney (Designee)

Chandrasasa Srinivasa, City Clerk

(SEAL)

The foregoing instrument was acknowledged before me on September ____, 2016, by Joshua A. Johnson, Director of Housing and Community Development for the City of St. Petersburg, Florida, who is ____ personally known to me or ____ produced _____ as identification and appeared before me at the time of notarization.

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(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

Sign: _____

Print: _____

Commission No. _____

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AGREEMENT REGARDING JORDAN PARK APARTMENTS

This Agreement Regarding Jordan Park Apartments (the “**Agreement**”) is made on December ____, 2016, between the Housing Authority of the City of St. Petersburg (the “**Authority**”) and the City of St. Petersburg, Florida, (the “**City**”) (collectively, the “**Parties**”).

RECITALS

WHEREAS, on November 9, 2000, an amended and restated ground lease (the “**Ground Lease**”) for the property located at 2240 Ninth Avenue South, St. Petersburg, Florida, was executed between the Authority and Jordan Park Development Partners, Limited, a Florida limited partnership, (the “**Current Owner**”).

WHEREAS, through the Ground Lease and other agreements with the Authority, the Current Owner was obligated to rehabilitate, construct, maintain, and operate the 237 multi-family rental housing development known as the Jordan Park Apartments (collectively, the “**Development**”) as a public housing development for very-low and low-income households.

WHEREAS, to support certain infrastructure improvements within the rights-of-way on the property underlying a portion of the Development, the City approved funding in the amount of \$3,167,000 through the Community Development Block Grant program, which funding was documented as a loan to the Current Owner (the “**CDBG Loan**”).

WHEREAS, in connection with the CDBG Loan, the City and the Current Owner executed the following documents (collectively, the “**CDBG Loan Documents**”): a Community Development Block Grant Program Leasehold Mortgage Note (the “**Note**”); a Leasehold Mortgage, recorded in Pinellas County, Florida, in Official Records Book 11303, Page 424, (the “**Mortgage**”); and a Contractor Agreement (Loan for Rehabilitation of Property) (the “**Contractor Agreement**”).

WHEREAS, the Current Owner now desires to assign the Ground Lease and its ownership of the Development either to the Authority or to a legal entity controlled by the Authority.

WHEREAS, the City desires to facilitate this assignment by executing this Agreement and by executing a separate agreement with the Current Owner that will (a) provide prior written consent to the Current Owner’s assignment of the Ground Lease, as required by the Mortgage, (b) terminate the Contractor Agreement, and (c) cancel the Note and release the Mortgage.

NOW, THEREFORE, for and in consideration of the foregoing recitals (all of which are hereby adopted as an integral part of this Agreement), the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the Authority hereby agree as follows:

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ARTICLE 1.0 OPERATION OF THE DEVELOPMENT

1.1 Public Housing or Affordable Housing: The Authority shall maintain the Development as a rental housing project for very-low and low-income households with laundry facilities and a community room as ancillary services. The Authority shall operate the Development as public housing or as affordable housing and determine eligibility for housing using the income limits published annually by the U.S. Department of Housing and Urban Development (“**HUD**”) and/or the Florida Housing Finance Corporation (“**FHFC**”) that are applicable to the program or programs providing subsidy to the Development.

1.2 Housing Standards: The term “**Housing Standards**” means (a) applicable provisions of the St. Petersburg City Code (“**City Code**”) and (b) standards imposed by HUD or FHFC for any program providing subsidy to the Development. In the event of conflict between the various Housing Standards, the most stringent standard will apply. For example, if the City Code requires two electrical outlets in a room and an applicable HUD standard requires only one, the more stringent requirement of two outlets from City Code would apply.

1.3 Maintenance and Repair: The Authority shall maintain and make repairs to the Development as needed to comply with the Housing Standards, except as provided in section 1.4(d).

1.4 Renovation Plan: The Authority shall provide the City with a plan for making repairs to the Development (the “**Renovation Plan**”) as follows:

- (a) The City shall give the Authority a written list of all violations of the Housing Standards that the City has actual knowledge of within forty-five (45) days after execution of this Agreement (the “**Written Violation List**”).
- (b) The Authority shall include in the Renovation Plan every repair that has been identified by the Authority or the City, in the Written Violation List, as necessary to bring the Development into compliance with the Housing Standards, regardless of whether the Authority has identified funding for the repair or established a deadline for the repair. The Authority shall also include in the Renovation Plan a general summary of the Authority’s plan to identify any remaining funding and how it plans to establish any remaining deadlines.
- (c) The Authority shall provide the City with the Renovation Plan no later than sixty (60) days after the assignment of the Current Owner’s interest in the Development in accordance with section 3.2. The Authority shall subsequently update the Renovation Plan if additional necessary repairs are identified, as additional funding is identified or deadlines established, or as otherwise deemed necessary by the Authority. No later than ten (10) days after such an update, the Authority shall inform the City of the update through an amendment or supplement to the Renovation Plan or a revised version of the Renovation Plan.

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- (d) If any component of the Development governed by the Housing Standards is not compliant with the Housing Standards but the Renovation Plan sets a deadline for repairs intended to bring that component into compliance, the non-compliance of that component does not constitute breach of the contractual obligation for maintenance imposed by section 1.3 until the deadline in the Renovation Plan for repairing that component has passed. The Authority acknowledges that this limit on contractual liability does not limit any other liability imposed upon the Authority for violations of applicable laws, including fines, liens, or other penalties imposed by the City for any violation of City Code.
- (e) The Authority's obligation to provide and update the Renovation Plan pursuant to this section 1.4 will terminate when the City and the Authority agree in writing that the Development has been brought into compliance with the Housing Standards. If the City objects to the termination, the City shall supply the Authority with a written list of all remaining violations of the Housing Standards.

1.5 Codes Compliance Assistance: The Authority acknowledges that the City's Codes Compliance Assistance Department shall follow standard operating procedures in responding to complaints about the condition or operation of the Development.

1.6 Issue Log: The Authority shall keep a log of all issues that are submitted in writing to the Development's management, including, at a minimum, the time and date the issue was submitted, the time and date the issue was resolved, and how the issue was resolved.

1.7 Routine Inspections by Authority: The Authority shall inspect at least one hundred (100) units per year. The Authority shall select these units in such a manner as to ensure that all units at the Development are inspected on a regular basis.

1.8 Turnover Inspections by City: Until the obligation to provide and update a Renovation Plan to the City is terminated pursuant to section 1.4(e), the Authority shall allow the City, at its own expense, to inspect units at the Development upon tenant turnover to confirm compliance with City Code. The Authority shall provide the City with notice of the opportunity to inspect a unit at tenant turnover, and upon receipt of such notice, the City shall have three (3) business days to perform such an inspection. If the City elects to conduct such an inspection, the City shall follow standard operating procedures in conducting the inspection, except that the Authority shall provide the City with access to the unit and accompany the City during the inspection.

1.9 Leasing Procedures: The Authority shall ensure that all on-site personnel at the Development and anyone who is authorized to lease units at the Development are appropriately trained on applicable federal and state laws governing tenant income certification and leasing procedures.

1.10 Required Lease Provision: When entering into a new lease for a unit at the Development, the Authority shall include, either in the lease or as an addendum to the lease, a provision substantially similar to the following:

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Tenant Rights: The Tenant has the right to submit an inquiry or complaint regarding the Development to any or all of the following: the U.S. Department of Housing and Urban Development, the Florida Housing Finance Corporation, and the City of St. Petersburg. Such inquiry or complaint may concern discriminatory or retaliatory conduct by the Landlord; waste, fraud, or abuse of public funds; failure to maintain any portion of the apartment complex; or any other misconduct in the operation of the apartment complex. The Landlord shall not discriminate or retaliate against the Tenant on the basis of such an inquiry or complaint, and the Landlord shall not hinder any legally-authorized investigation or response to such an inquiry or complaint.

1.11 Annual Audit: The Authority will require that the books and records for the Development be audited on an annual basis and provide a copy of that annual audit to the City within thirty (30) days of completion.

1.12 Public Records: The Authority's books and records concerning the Development are public records, as defined by Florida law, and are available to the City for inspection. The Authority shall retain those books and records until they are destroyed in accordance Florida law. This section 1.12 will survive the termination of this Agreement.

1.13 No Retaliation: The Authority shall not retaliate or discriminate against any tenant on the basis of (a) any repair request or other issue submitted to management or (b) any inquiry or complaint submitted to HUD, FHFC, or the City. This does not preclude the Authority's eviction of a tenant on other grounds, such as the tenant's failure to pay rent (if required) or comply with any other provision of the tenant's lease.

ARTICLE 2.0 MANAGEMENT AGENT

2.1 Definition: The term "Management Agent" means a third-party manager hired by the Authority to manage the operation of the Development but does not include a third-party co-manager hired by the Authority for the sole purpose of monitoring and reporting the Authority's compliance with an extended land use restriction agreement or a low-income housing tax credit agreement.

2.2 Authorization for Management Agent: If the Authority does not manage the Development itself, it shall delegate management of the Development to a Management Agent pursuant to a written management agreement that includes provisions substantially similar to those set forth in appendix A, which is attached hereto and made a part hereof. But despite the foregoing, the Authority shall include the provision set forth in section 7 of appendix A, which provides for turnover inspections by the City, only during the period in which the City is authorized to perform turnover inspections pursuant to section 1.8.

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2.3 Qualifications of Management Agent: In selecting any Management Agent, the Authority shall consider the Management Agent's past experience with the management of similar affordable housing programs and any applicable guidance or requirements provided by the FHFC.

2.4 Notice of Agreements and Other Changes: The Authority shall, within ten (10) business days of execution or receipt, provide the City with (a) a copy of any new management agreement; (b) any renewal, amendment, or termination of a management agreement; or (c) any change in contact information for a Management Agent.

2.5 Responsibility for Compliance: The Authority's engagement of a Management Agent will not relieve the Authority of any of its obligations under this Agreement, and the Authority shall be solely responsible for ensuring that any Management Agent complies with the terms and conditions of the applicable management agreement.

ARTICLE 3.0 ASSIGNMENT OF OWNERSHIP INTEREST IN DEVELOPMENT

3.1 Initial Assignment: The term "Ownership Entity" means an instrumentality of the Authority, a subsidiary of the Authority, or a partnership or other legal entity controlled by the Authority. The Authority represents that the Authority and the Current Owner have agreed that the Current Owner will assign all its interest in the Ground Lease and the Development (collectively, the "Ownership Interest") either to the Authority or to an Ownership Entity, as directed by the Authority.

3.2 Consent to Assignment: The City hereby consents to one or more assignments of the Ownership Interest, to the Authority or to an Ownership Entity, on the condition that each such assignment complies with the following:

- (a) If the Ownership Interest is assigned to the Authority, the Authority may subsequently assign the Ownership Interest to an Ownership Entity in accordance with this section 3.2.
- (b) If the Ownership Interest is assigned to an Ownership Entity, that Ownership Entity shall execute an acknowledgment and agreement in substantially the same form as the one attached as appendix B, which is attached hereto and made a part hereof (an "Acknowledgment"). Execution of an Acknowledgment will bind an Ownership Entity to the same terms agreed to by the Authority pursuant to this Agreement.
- (c) If the Ownership Interest is assigned to an Ownership Entity, the City's consent to such an assignment is conditioned upon and subject to the Authority's control of the Ownership Entity, and the Authority shall ensure that the Ownership Entity complies with all obligations assumed by the Ownership Entity through the Acknowledgment.
- (d) If the Ownership Interest is assigned to an Ownership Entity, the Ownership Entity may subsequently assign the Ownership Interest to the Authority or to another Ownership Entity in accordance with this section 3.2. If such an assignment is made to another Ownership

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Entity, the Ownership Entity receiving the assignment shall execute an Acknowledgment in accordance with section 3.2(b), and such Acknowledgment will result in the termination of the Acknowledgment executed by the Ownership Entity making the assignment.

- (e) The term “**Invoice**” means any invoice, bill, or other written demand for payment for the provision of goods and services related to the Development. The Authority or an Ownership Entity may accept assignment of an Invoice from the Current Owner only on the condition that the Invoice shall be paid by the Authority or Ownership Entity, as appropriate, within thirty (30) days of such assignment, unless the Invoice is disputed, in which case a good faith effort shall be made by the Authority or Ownership Entity, as appropriate, to resolve that dispute. This section 3.2(e) applies only to the initial assignment of the Ownership Interest by the Current Owner.

3.3 Termination Agreement: To facilitate the initial assignment of the Ownership Interest from the Current Owner in accordance with section 3.2, the City shall negotiate in good faith with the Current Owner to execute a termination agreement (the “**Termination Agreement**”) that will (a) provide prior written consent to the Current Owner’s assignment of the Ground Lease, (b) terminate the Contractor Agreement, and (c) cancel the Note and release the Mortgage. The Termination Agreement will be effective only if this Agreement is executed. Once the Termination Agreement goes into effect, the CDBG Loan Documents will be terminated and will not bind the Authority or any Ownership Entity.

3.4 Both Agreements Required: The City or the Authority may terminate this Agreement if (a) the Termination Agreement is not executed or (b) the Ownership Interest is not assigned by the Current Owner pursuant to section 3.2.

ARTICLE 4.0 MISCELLANEOUS PROVISIONS

4.1 Performance Period: The Authority shall commence performance of this Agreement immediately upon the assignment of the Ownership Interest pursuant to section 3.2, and such performance obligations remain in effect until midnight at the end of December 31, 2031, unless the Agreement is otherwise terminated as provided for in this Agreement. No provision will survive termination of this Agreement unless specifically stated in this Agreement or provided by applicable law.

4.2 Notice: Except as otherwise provided in this Agreement, any notice related to this Agreement (including any notification, demand, request for approval, or other communication related to this Agreement) is subject to the following conditions:

- (a) Notice must be made in writing and will be deemed given and delivered (i) on the date delivered in person to the address below; (ii) five (5) days after the date mailed by registered or certified mail, postage prepaid, return receipt requested, to the address below; or (iii) upon the date delivered by overnight courier (signature required) to the address below.

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- (b) Notice must be directed to the address designated below unless the party sending the notice has previously received notice of a new address for the recipient:

CITY:

City of St. Petersburg
Housing and Community Development
ATTN: Joshua A. Johnson, Director
P. O. Box 2842
St. Petersburg, FL 33731-2842
Phone: 727-892-5585
Email: joshua.johnson@stpete.org

AUTHORITY:

Housing Authority of the City of St. Petersburg
2001 Gandy Blvd., North
St. Petersburg, FL 33702
Attention: Tony L. Love
Phone: 727-323-3171
Email: tllove@stpeteha.org

MANAGEMENT AGENT

(As provided by the Authority pursuant to section 2.4)

- (c) Unless otherwise agreed to by the Parties in writing, electronic transmission of a notice does not relieve either party of the requirement to provide notice in writing as required by subsection (a), above.

4.3 City Consent: For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or required to be exercised by City Council pursuant to the City Charter or applicable laws.

4.4 Default; Remedies: Unless otherwise provided in this Agreement, the Authority will be in default if the City notifies the Authority of its non-compliance with a specified provision of this Agreement and such non-compliance continues for a period of thirty (30) days following that notice. The City agrees that, in the event of such a default, the City does not have an adequate remedy at law and that the City's sole remedy shall be to seek specific performance. Any failure of the City to insist on strict performance of this Agreement will not constitute a waiver of that right.

4.5 References to Time: Any reference to "days" refers to calendar days unless otherwise indicated.

4.6 Governing Law: The terms of this Agreement are governed by Florida law.

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4.7 Assignment: Except as otherwise provided by section 3.2, any assignment of this Agreement by the Authority without the prior written consent of the City is void.

4.8 Entire Agreement; Modification: This document constitutes the entire agreement between the Parties with respect to its subject matter, and it supersedes any previous representation, proposal, or agreement as to its subject matter, whether oral or written. No amendment or termination of this Agreement is effective without mutual written consent of the Parties.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, each party is executing this Agreement on the date stated in the introductory clause.

WITNESS

Sign: _____

Name: _____

Sign: _____

Name: _____

HOUSING AUTHORITY OF THE
CITY OF ST. PETERSBURG

By: _____

Name: _____

Title: _____

WITNESS

Sign: _____

Name: _____

Sign: _____

Name: _____

CITY OF ST. PETERSBURG, FLORIDA

By: _____

Name: Joshua A. Johnson

Title: Director, Housing and Community
Development

Approved as to Content and Form

ATTEST

City Attorney (Designee)

Chandrasasa Srinivasa, City Clerk

(SEAL)

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APPENDIX A REQUIRED TERMS FOR MANAGEMENT AGREEMENT

1. **Public Housing or Affordable Housing:** The Management Agent shall maintain the Development as a rental housing project for very-low and low-income households with laundry facilities and a community room as ancillary services. The Management Agent shall operate the Development as public housing or as affordable housing and determine eligibility for housing using the income limits published annually by the U.S. Department of Housing and Urban Development (“HUD”) and/or the Florida Housing Finance Corporation (“FHFC”) that are applicable to the program or programs providing subsidy to the Development.

2. **Housing Standards:** The term “Housing Standards” means (a) applicable provisions of the St. Petersburg City Code (“City Code”) and (b) standards imposed by HUD or FHFC for any program providing subsidy to the Development. In the event of conflict between the various Housing Standards, the most stringent standard will apply. For example, if the City Code requires two electrical outlets in a room and an applicable HUD standard requires only one, the more stringent requirement of two outlets from City Code would apply.

3. **Maintenance and Repair:** Subject to allocation of funds from the Authority and to the Authority’s plans for making repairs to the Development, the Management Agent shall maintain the Development as needed to comply with the Housing Standards.

4. **Codes Compliance Assistance:** The Management Agent acknowledges that the City’s Codes Compliance Assistance Department shall follow standard operating procedures in responding to complaints about the condition or operation of the Development. The Management Agent shall not interfere with any legally-authorized activities by the City’s Codes Compliance Assistance Staff.

5. **Issue Log:** The Management Agent shall keep a log of all issues that are submitted in writing to the Development’s management, including, at a minimum, the time and date the issue was submitted, the time and date the issue was resolved, and how the issue was resolved.

6. **Routine Inspections by Management Agent:** If requested by the Authority, the Management Agent shall inspect at least one hundred (100) units per year. The Management Agent shall select these units in such a manner as to ensure that all units at the Development are inspected on a regular basis.

7. **Turnover Inspections by City:**¹ Until otherwise directed in writing by the Authority, the Management Agent shall allow the City, at its own expense, to inspect units at the Development upon tenant turnover to confirm compliance with City Code. The Management Agent shall provide

¹ Pursuant to section 2.2 of the Agreement, the Authority shall stop including this provision in management agreements once the City’s right to perform turnover inspections has terminated.

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the City with notice of the opportunity to inspect a unit at tenant turnover, and upon receipt of such notice, the City shall have three (3) business days to perform such an inspection. If the City elects to conduct such an inspection, the City shall follow standard operating procedures in conducting the inspection. The Management Agent shall provide the City with access to the unit and accompany the City during the inspection.

8. Leasing Procedures: The Management Agent shall ensure that all on-site personnel at the Development and anyone who is authorized to lease units at the Development are appropriately trained on applicable federal and state laws governing tenant income certification and leasing procedures.

9. Required Lease Provision: When entering into a new lease for a unit at the Development, the Management Agent shall include, either in the lease or as an addendum to the lease, a provision substantially similar to the following:

Tenant Rights: The Tenant has the right to submit an inquiry or complaint regarding the Development to any or all of the following: the U.S. Department of Housing and Urban Development, the Florida Housing Finance Corporation, and the City of St. Petersburg. Such inquiry or complaint may concern discriminatory or retaliatory conduct by the Landlord; waste, fraud, or abuse of public funds; failure to maintain any portion of the apartment complex; or any other misconduct in the operation of the apartment complex. The Landlord shall not discriminate or retaliate against the Tenant on the basis of such an inquiry or complaint, and the Landlord shall not hinder any legally-authorized investigation or response to such an inquiry or complaint.

10. Annual Audit: The Authority will require that the books and records for the Development be audited on an annual basis. To support the Authority's annual audit, the Management Agent will keep its books according to generally accepted accounting principles and in a format approved by the Authority, and the Management Agent shall provide the Authority with access to all books and records needed to complete the audit.

11. Public Records: The Management Agent shall treat all books and records concerning the Development as if they were public records, as defined by Florida law, regardless of the format of the records or the location in which they are stored. Accordingly, the Management Agent shall make those books and records available to the City for inspection in a manner consistent with Florida law regarding public records and retain those books and records until they are destroyed in accordance Florida law regarding the destruction of public records. This section 11 will survive the termination of this management agreement.

12. No Retaliation: The Management Agent shall not retaliate or discriminate against any tenant on the basis of (a) any repair request or other issue submitted to management or (b) any inquiry or complaint submitted to HUD, FHFC, or the City. This does not preclude the

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Management Agent's eviction of a tenant on other grounds, such as the tenant's failure to pay rent (if required) or comply with any other provision of the tenant's lease.

13. Discrimination Prohibited: In the performance of its obligations under this management agreement, the Management Agent shall comply with the provisions of any federal, state or local law prohibiting discrimination in employment and housing on the grounds of race, color, sex, religion, creed or national or ethnic origin, age, familial status, handicap or disability, actual or perceived sexual orientation, gender identity or marital status, including Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 78 Stat. 241), all requirements imposed by or pursuant to the Regulations of the Secretary of the Department of Housing and Urban Development 24 CFR, Subtitle A, Part (i) issued pursuant to that Title; regulations issued pursuant to Executive Order 11063, and Title VIII of the 1968 Civil Rights Act. The Management Agent shall also comply with all laws, ordinances, and regulations pertaining to equal opportunity housing and shall not discriminate in the taking or processing of applications from prospective tenants on any legally prohibited basis.

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APPENDIX B FORM OF ACKNOWLEDGMENT AND AGREEMENT REGARDING JORDAN PARK APARTMENTS

This Acknowledgment and Agreement Regarding Jordan Park Apartments (the “**Acknowledgment**”) is made on _____, 20__, between the Housing Authority of the City of St. Petersburg (the “**Authority**”); _____, a [subsidiary of / legal entity controlled by/ an instrumentality of] the Authority (the “**Ownership Entity**”); and the City of St. Petersburg, Florida, (the “**City**”) (collectively, the “**Parties**”).

WHEREAS, on December ____, 2016, the Authority and the City executed the Agreement Regarding Jordan Park Apartments that is attached to this Acknowledgment as exhibit 1 (the “**Agreement**”), through which the Authority agreed to certain terms regarding the operation of the 237 multi-family rental housing development located at 2240 Ninth Avenue South, St. Petersburg, Florida, and known as the Jordan Park Apartments (collectively, the “**Development**”).

WHEREAS, the Agreement allows for the assignment of the interest in the ground lease underlying the Development and ownership of the Development (collectively, the “**Ownership Interest**”) to [an instrumentality of / a subsidiary of / a legal entity controlled by] the Authority.

WHEREAS, the Ownership Entity represents that it is such [an instrumentality of / a subsidiary of / a legal entity controlled by] the Authority.

WHEREAS, as a condition of receiving such an assignment, the Agreement requires the Ownership Entity to execute an acknowledgment and agreement through which the Ownership Entity agrees to be bound by the same terms agreed to by the Authority pursuant to the Agreement.

WHEREAS, the Authority, the Ownership Entity, and the City now desire to execute this Acknowledgment to allow assignment of the Ownership Interest to the Ownership Entity to occur.

NOW, THEREFORE, for and in consideration of the foregoing recitals (all of which are hereby adopted as an integral part of this Acknowledgment), the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Authority, the Ownership Entity, and the City hereby agree as follows:

1. Acknowledgment and Agreement: The Ownership Entity acknowledges and agrees to be bound by the same terms that bind the Authority pursuant to the Agreement except as follows:

- (a) The Ownership Entity is not a governmental entity but shall treat all books and records concerning the Development as if they were public records, as defined by Florida law, regardless of the format of the records or the location in which they are stored. Accordingly, the Ownership Entity shall make those books and records available to the City for inspection in a manner consistent with Florida law regarding public records and retain those books and records until they are destroyed in accordance Florida law regarding the

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destruction of public records. This section 1(a) will survive the termination of this Acknowledgment.

(b) Any notice that would be due to the Authority pursuant to section 4.2 of the Agreement is now due to both the Authority and the Ownership Entity. Accordingly, the Ownership Entity will provide the City and the Authority with contact information equivalent to that provided by the Authority and the City in section 4.2 of the Agreement

2. Compliance with Laws: The Ownership Entity shall comply with the provisions of any federal, state or local law prohibiting discrimination in employment and housing on the grounds of race, color, sex, religion, creed or national or ethnic origin, age, familial status, handicap or disability, actual or perceived sexual orientation, gender identity or marital status, including Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 78 Stat. 241), all requirements imposed by or pursuant to the Regulations of the Secretary of the Department of Housing and Urban Development 24 CFR, Subtitle A, Part (i) issued pursuant to that Title; regulations issued pursuant to Executive Order 11063, and Title VIII of the 1968 Civil Rights Act. The Ownership Entity shall also comply with all laws, ordinances, and regulations pertaining to equal opportunity housing and shall not discriminate in the taking or processing of applications from prospective tenants on any legally prohibited basis.

3. Control by the Authority: The Authority and the Ownership Entity represent that the Authority controls the Ownership Entity and acknowledge that this representation is a material inducement for the City to execute this Acknowledgment. If this representation is inaccurate, this Acknowledgment and any assignment of the Ownership Interest to the Ownership Entity is void.

4. Governing Law: The terms of this Acknowledgment are governed by Florida law.

5. Assignment: Any assignment of this Acknowledgment by the Ownership Entity without the prior written consent of the City is void.

6. Termination: If, at the direction of the Authority and in accordance with section 3.2 of the Agreement, the Ownership Entity executing this Acknowledgment subsequently assigns the Ownership Interest to the Authority or to another Ownership Entity, such assignment will terminate this Acknowledgment.

7. Entire Agreement; Modification: This document constitutes the entire agreement between the Parties with respect to its subject matter, and it supersedes any previous representation, proposal, or agreement as to its subject matter, whether oral or written. Except as set forth in section 6, no amendment or termination of this Acknowledgment is effective without mutual written consent of the Parties.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, each party is executing this Acknowledgment on the date stated in the introductory clause.

WITNESS

Sign: _____

Name: _____

Sign: _____

Name: _____

HOUSING AUTHORITY OF THE
CITY OF ST. PETERSBURG

By: _____

Name: _____

Title: _____

WITNESS

Sign: _____

Name: _____

Sign: _____

Name: _____

OWNERSHIP ENTITY

By: _____

Name: _____

Title: _____

WITNESS

Sign: _____

Name: _____

Sign: _____

Name: _____

CITY OF ST. PETERSBURG, FLORIDA

By: _____

Name: Joshua A. Johnson

Title: Director, Housing and Community
Development

Approved as to Content and Form

ATTEST

City Attorney (Designee)

Chandrasa Srinivasa, City Clerk

(SEAL)

RIGHT OF WAY TRANSFER AND IMPROVEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 30th day of March, 2001, by and among the City of St. Petersburg, Florida (the City"), the Housing Authority of the City of St. Petersburg, Florida (the "SPHA") and Jordan Park Development Partners, Ltd., a Florida limited partnership (the "Developer") (collectively the "Parties").

RECITALS:

WHEREAS, the SPHA is the owner of certain real property located in the City of St. Petersburg, Florida which is more particularly described on Exhibit "A" which is attached hereto and made a part hereof by reference (the "ROW Property"); and

WHEREAS, the SPHA has leased certain real property (the "Redevelopment Site") immediately adjacent to the ROW Property to the Developer for purposes of constructing and rehabilitating a multifamily rental apartment complex to be known as Jordan Park (the "Redevelopment"); and

WHEREAS, the Developer has entered into certain agreements (the "Development Agreements") with the SPHA whereby the Developer has been engaged to build and construct certain infrastructure improvements for public purposes, including but not limited to streets and utilities (the "Infrastructure Improvements") on the ROW Property which will serve the Redevelopment Site; and

WHEREAS, the City is providing the funding for the Infrastructure Improvements pursuant to a Contractor Agreement between the Developer and City, which requires that the Developer cause the SPHA to transfer the fee simple title of the ROW Property to the City by special warranty deed, along with all of the Infrastructure Improvements, free and clear of all encumbrances upon completion of the Infrastructure Improvements in accordance with applicable City standards; and

WHEREAS, upon completion of the Infrastructure Improvements, the SPHA will request the City accept the Infrastructure Improvements and will transfer the fee simple title of the ROW Property to the City in accordance with this Agreement.

NOW THEREFORE, in consideration of the Developer's willingness to construct the Infrastructure Improvements and the SPHA's intent to transfer the ROW Property and the Infrastructure Improvements to the City upon their completion, and acceptance of the ROW Property and the Infrastructure Improvements by the City, the Parties agree as follows:

1. **SPHA's Duty.** The SPHA shall immediately make the ROW Property available to the Developer for construction of the Infrastructure Improvements. Upon completion of the construction of the Infrastructure Improvements and acceptance by the City, the SPHA shall transfer the fee simple title of the ROW Property to the City by special warranty deed, along with all of the Infrastructure Improvements, free and clear of all encumbrances.

2. **Developer's Duty.** The Developer shall construct and install in the ROW Property, within eighteen (18) months from and after the date of this Agreement the Infrastructure

Improvements, including, but not limited to roads, streets, grading, sidewalks, stormwater drainage systems, and potable water main, wastewater and reclaimed water systems, all to be built and constructed in the ROW Property in accordance with (i) the drawings, plans, specifications and other information filed with the City by the Developer and the SPHA (the "Specifications"), which Specifications were approved by the City December 28, 2000 as to its technical requirements for assumption of ownership; and (ii) the Contractor Agreement between the Developer and City. A copy of the Development Agreements is attached hereto as Exhibit "B" and made a part hereof by reference. A copy of the Contractor Agreement is attached hereto as Exhibit "C" and made a part hereof by reference.

3. **Developer's Warranty.** The Developer shall warranty all Infrastructure Improvements against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of one (1) year following the date of acceptance of said Infrastructure Improvements by the City. The form and substance of said warranty shall be subject to City's approval, which approval shall be in the sole discretion of the City. The Developer shall correct within the above described warranty period any such failure, deterioration, or damage existing in the Infrastructure Improvements so that said Infrastructure Improvements thereafter comply with the Specifications.

4. **Developer's Liability.** In the event the Developer shall fail or neglect to fulfill its obligations under this Agreement, the Developer shall be liable to pay for the cost of construction and installation of the Infrastructure Improvements including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the City or the SPHA may sustain as a result of the failure of the Developer to perform its obligations hereunder.

5. **City Acceptance.** The City shall accept the Infrastructure Improvements upon proper completion, approval by the City, and the submittal and approval of all documentation required by the City.

6. **Severability.** If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.

7. **Entire Agreement.** This document contains the entire agreement of the Parties as to the subject matter hereof. It shall not be modified or altered except in writing signed by the Parties.

8. **Assignment.** This Agreement may not be assigned without the written consent of the City.

9. **Notices.** All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified U.S. mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery, if hand delivered to the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other party hereto in writing.

SPHA at:

St. Petersburg Housing Authority