



Board of Commissioners Meeting

Wednesday, January 17, 2018

LOCATION:

THA ADMINISTRATION OFFICES
5301 WEST CYPRESS STREET
TAMPA, FLORIDA 33607



**BOARD OF
COMMISSIONERS**

Susan Johnson-Velez
Chair

James A. Cloar
Vice Chair

Ben Wacksman

Hazel S. Harvey

Billi Johnson-Griffin

Rubin E. Padgett

Bemetra L. Simmons

Jerome D. Ryans
President/CEO

5301 West Cypress Street
Tampa, Florida 33607

P. O. Box 4766
Tampa, Florida 33677

OFFICE: (813) 341-9101

www.thafi.com

Board of Commissioners Meeting Wednesday, January 17, 2018

Table of Contents

1. Agenda
2. Minutes from Previous Meetings
3. Response to Public Forum
4. Resolutions:
 - Resolution 2017-4083
 - Resolution 2017-4084
 - Resolution 2017-4085
 - Resolution 2017-4086
 - Resolution 2017-4087
5. HR/Employees of the Month (Pages 5-6)
6. PPS/Geraldine Barnes Award (Page 13)
7. Financial Reporting
8. Asset Management
9. Assisted Housing
10. Public Safety
11. Real Estate Development
12. Facilities
13. Contracting and Procurement
14. Notices and Updates
15. Legal



AGENDA FOR THE REGULAR BOARD MEETING
Of The Housing Authority of the City of Tampa, Florida

January 18, 2018

PLEASE APPROACH MICROPHONE TO SPEAK AND STATE YOUR NAME FOR THE RECORD, THANK YOU

I. REGULAR MEETING

- Call to Order
- Roll Call
- Moment of Silent Prayer and/or Personal Meditation
- Pledge of Allegiance to the Flag
- Reading of the Mission Statement

MISSION STATEMENT

The Housing Authority of the City of Tampa promotes the development and professional management of a variety of affordable housing opportunities, facilities and supportive services, to nurture neighborhoods, provide economic development and self-sufficiency activities for residents, while assuring equal access to safe, quality housing for low and moderate income families, throughout the community.

II. APPROVAL OF MINUTES

- Special Board Meeting of December 14, 2017

III. PUBLIC FORUM

- Maximum three-minute time limit per speaker
- Speakers must register prior to the Board Meeting with the form available at the entrance to the meeting room.

IV. EMPLOYEES OF THE MONTH (Central Administration/Properties)

- Administration ~ [Janice Damanze](#)
- Properties ~ [Wesner Toussaint](#)

V. SPECIAL RECOGNITIONS

- Geraldine Barnes Award Recipients ~ [Lenitha Canty](#)

VI. RESOLUTIONS

No. 2017-4083
[Nicholas Dickerson](#)

A RESOLUTION AUTHORIZING THE PRESIDENT/CEO TO ENTER INTO A CONTRACTUAL AGREEMENTS FOR AN ARRAY OF PROFESSIONAL SERVICES AS ENVIRONMENTAL CONSULTANTS INVOLVING THE MANAGEMENT AND IMPLEMENTATION OF A LEAD AND ASBESTOS HAZARD REDUCTION PROGRAM THROUGHOUT THE AUTHORITY'S PUBLIC HOUSING COMMUNITY (GLE ASSOCIATES).

AGENDA FOR THE REGULAR BOARD MEETING

Of The Housing Authority of the City of Tampa, Florida

VI. RESOLUTIONS (continued)

No. 2017-4084 Nicholas Dickerson	A RESOLUTION AUTHORIZING THE PRESIDENT/CEO TO ENTER INTO A CONTRACTUAL AGREEMENTS FOR AN ARRAY OF PROFESSIONAL SERVICES AS ENVIRONMENTAL CONSULTANTS INVOLVING THE MANAGEMENT AND IMPLEMENTATION OF A LEAD AND ASBESTOS HAZARD REDUCTION PROGRAM THROUGHOUT THE AUTHORITY'S PUBLIC HOUSING COMMUNITY (CARDNO INC).
No. 2017-4085 Debbie Joyce	A RESOLUTION APPROVING THE REVISED UTILITY ALLOWANCE SCHEDULES FOR USE IN THE PUBLIC HOUSING, HOME AND LOW INCOME HOUSING TAX CREDIT PROGRAMS.
No. 2017-4086 Leroy Moore	RESOLUTIONS RATIFYING THE BOND CLOSING FOR THE TEMPO AT ENCORE, LP AND ANY ANCILLARY DOCUMENTS EXECUTED BY THE HOUSING AUTHORITY OF THE CITY OF TAMPA (THA).
No. 2017-4087 Leroy Moore	A RESOLUTION AUTHORIZING THE PRESIDENT/CEO OF THE HOUSING AUTHORITY OF THE CITY OF TAMPA TO EXECUTE A VACANT LAND CONTRACT FOR THE SALE OF A VACANT LOT LOCATED AT 1603 GREENRIDGE ROAD IN DELANEY CREEK ESTATES.

VII. PRESIDENT / CEO's REPORT

Finance and Related Entities ~ [Susie Begazo-McGourty](#)

- Fiscal Year 2017 Audit Report ~ [Brian Nemeroff](#)

Operations and Real Estate Development ~ [Leroy Moore](#)

- PHA Briefing ~ [David Iloanya](#)
- Assisted Housing ~ [Margaret Jones](#)
- Asset Management ~ [Debbie Joyce](#)

VIII. NOTICES AND UPDATES

IX. LEGAL MATTERS

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. ADJOURNMENT

Minutes of the Special Meeting of the Board of Commissioners of the Housing Authority of the City of Tampa, Florida

December 14, 2017

I. REGULAR MEETING

Chairwoman Susan Johnson-Velez called the special meeting of the Tampa Housing Authority Board of Commissioners to order at 8:40 am. Other Board members present were, Rubin Padgett James Cloar, Ben Wacksman by phone, Bemetra Simmons, Billi Johnson-Griffin and legal counsel Ricardo Gilmore. Dr. Hazel Harvey was not present for this meeting.

The Chair began by asking everyone for a moment of silent prayer and/or personal meditation; those in attendance were also asked to stand for the Pledge of Allegiance; recital of the agency's mission statement followed.

II. MINUTES

A motion to approve the Minutes of the Annual Board Meeting of November 15, 2017 with corrections was made by Commissioner Padgett and seconded by Commissioner Johnson-Griffin:

Commissioner Padgett	Yes	Commissioner Wacksman	Yes
Commissioner Cloar	Yes	Commissioner Simmons	Present
Commissioner Johnson-Velez	Yes	Commissioner Johnson-Griffin	Present

A motion to approve the Minutes of the Regular Board Meeting of November 15, 2017 with a correction regarding the December meeting was made by Commissioner Johnson-Griffin and seconded by Commissioner Padgett:

Commissioner Padgett	Yes	Commissioner Wacksman	Yes
Commissioner Cloar	Yes	Commissioner Simmons	Present
Commissioner Johnson-Velez	Yes	Commissioner Johnson-Griffin	Present

III. PUBLIC FORUM (Three (3) minute limit allotted per speaker)

None to come before this forum

IV. EMPLOYEE OF THE MONTH (recognized at annual meeting)

- Administration ~ [Elizabeth Heath](#)
- Properties ~ [Luis Galo](#)

V. SPECIAL RECOGNITION

- Geraldine Barnes Award Recipient ~ [Teresa Jimenez](#) (received award after resolution 2017-4080)

VI. EMPLOYEE OF THE YEAR (also recognized at annual meeting)

- Administration ~ [Gloria Rayder](#)
- Properties ~ [Luis Blondin](#)

VII. RESOLUTIONS

The Director of Facilities, Mr. Terrance Brady presented resolution 2017-4078.

No. 2017-4078	A RESOLUTION APPROVING THE GUIDELINES FOR RESIDENT CHARGES FOR REPLACEMENT AND/OR MAINTENANCE COSTS.
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A motion was made by Commissioner Cloar and seconded by Commissioner Johnson-Griffin:

Commissioner Padgett	Yes	Commissioner Wacksman	Yes
Commissioner Cloar	Yes	Commissioner Simmons	Yes
Commissioner Johnson-Velez	Yes	Commissioner Johnson-Griffin	Yes

The Sr. Vice President/COO, Mr. Leroy Moore presented resolution 2017-4079. Commissioner Wacksman was not able to vote for this resolution due to conference call disconnection.

No. 2017-4079	A RESOLUTION APPROVING THE AMENDED AND RESTATED WEST RIVER OPERATING AGREEMENT BETWEEN THA AND RELATED.
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Minutes of the Special Meeting of the Board of Commissioners of the Housing Authority of the City of Tampa, Florida

A motion was made by Commissioner Simmons and seconded by Commissioner Clor:

Commissioner Padgett	Yes	Commissioner Wacksman	(not available to vote)
Commissioner Clor	Yes	Commissioner Simmons	Yes
Commissioner Johnson-Velez	Yes	Commissioner Johnson-Griffin	Yes

Mr. Moore also presented resolution 2017-4080.

No. 2017-4080	AUTHORIZING THE PRESIDENT/CEO TO CREATE, DEVELOP AND SUBMIT THE BOULEVARD ENTITIES, THE FHFC APPLICATION, AND OTHER NECESSARY AGREEMENTS FOR THE DEVELOPMENT OF PARCEL T3A THE BOULEVARD.
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A motion was made by Commissioner Clor and seconded by Commissioner Johnson-Griffin:

Commissioner Padgett	Yes	Commissioner Wacksman	Yes
Commissioner Clor	Yes	Commissioner Simmons	Yes
Commissioner Johnson-Velez	Yes	Commissioner Johnson-Griffin	Yes

The Director of Contracting and Procurement, Mr. Nicolas Dickerson presented resolution 2017-4081.

No. 2017-4081	A RESOLUTION AUTHORIZING THE HOUSING AUTHORITY OF THE CITY OF TAMPA TO ENTER INTO NEGOTIATIONS WITH TRAILBALE FARMS FOR THE ESTABLISHMENT OF AN URBAN FARM AT THE ENCORE SITE.
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A motion was made by Commissioner Clor and seconded by Commissioner Johnson-Griffin:

Commissioner Padgett	Yes	Commissioner Wacksman	Yes
Commissioner Clor	Yes	Commissioner Simmons	Yes
Commissioner Johnson-Velez	Yes	Commissioner Johnson-Griffin	Yes

VIII. PRESIDENT/CEO'S REPORT

Finance and Related Entities and Operations and Real Estate Development

None to come before this forum

IX. NOTICES AND UPDATES

None to come before this forum

X. LEGAL MATTERS

None to come before this forum

XI. UNFINISHED BUSINESS

None to come before this forum

XII. NEW BUSINESS

None to come before this forum

XIII. ADJOURNMENT

There being no further business to come before this Board, the Chair declared this meeting of the THA Board of Commissioners adjourned at 9:39 am.

Approved this 17th day of January 2018,

Chairperson

Secretary

**THE HOUSING AUTHORITY OF THE CITY OF TAMPA
RESOLUTION SUMMARY SHEET**

1. Describe the action requested of the Board of Commissioners

Re.: Resolution Number: **201, - 4083**

The Administration is requesting approval from the THA Board of Commissioners' to award a one (1) year Agreements, with an option to renew the Agreement for an additional one (1) year period to **GLE Associates, Inc.** to provide an array of professional services as Environmental Consultants to include: Lead & Asbestos Testing, Risk Assessment, Hazard Reduction Design, Abatement, Monitoring and Site Assessments Services and further authorizes the President/CEO to execute and administer the Agreements in accordance with the Authority's procurement policy.

2. Who is making request:

- A. Entity: Tampa Housing Authority Office of Real Estate Development
- B. Project: Environmental Consultant Services
- C. Originator: Terrance Brady

Budget Amount: \$100,000.00

Narrative:

The Administration has solicited bids from qualified firms and/or individuals to provide an array of professional services as an Environmental Consultant to include: Lead & Asbestos Testing, Risk Assessment, Hazard Reduction Design, Abatement, Monitoring and Site Assessments Services, as well as other remediation services such as, pigeon waste, indoor air quality, asbestos, radon, site assessments, etc., and in accordance to HUD Regulations 2 CFR 200.317-200.326 and the policies and procedures of the Authority.

RESOLUTION NO. 2018-4083

A RESOLUTION AUTHORIZING THE PRESIDENT/CEO TO ENTER INTO A CONTRACTUAL AGREEMENTS FOR AN ARRAY OF PROFESSIONAL SERVICES AS ENVIRONMENTAL CONSULTANTS INVOLVING THE MANAGEMENT AND IMPLEMENTATION OF A LEAD AND ASBESTOS HAZARD REDUCTION PROGRAM THROUGHOUT THE AUTHORITY'S PUBLIC HOUSING COMMUNITY (GLE ASSOCIATES, INC.)

Whereas, the Housing Authority of the City of Tampa has solicited proposals from qualified firms and/or individuals to provide an array of professional services as an Environmental Consultant to include: Lead & Asbestos Testing, Risk Assessment, Hazard Reduction Design, Abatement, Monitoring and Site Assessments Services, as well as other remediation services such as, pigeon waste, indoor air quality, asbestos, radon, site assessments, etc., and in accordance to HUD Regulations 2 CFR 200.317-200.326 and the policies and procedures of the Authority; and

Whereas, the Authority received seven (7) proposals from qualified firms; and

Whereas, the Authority recommends the awarding of a one (1) year Agreement to GLE Associates, Inc. in an amount not to exceed \$100,000.00 per year, with an option to renew the Agreement for an additional one (1) year period, in an amount not to exceed an additional \$100,000.00.

THEREFORE BE IT RESOLVED THAT

The Board of Commissioners of the Housing Authority of the City of Tampa approves the awarding of a one (1) year Agreements, with an option to renew the Agreement for an additional one (1) year period to GLE Associates, Inc. to provide an array of professional services as Environmental Consultants to include: Lead & Asbestos Testing, Risk Assessment, Hazard Reduction Design, Abatement, Monitoring and Site Assessments Services and further authorizes the President/CEO to execute and administer the Agreements in accordance with the Authority's procurement policy.

ADOPTED THIS 17th DAY OF JANUARY 2018

Susan Johnson-Velez, *Chair*

Jerome D. Ryans, *Secretary*

HOUSING AUTHORITY OF THE CITY OF TAMPA
Contracting & Purchasing Department
M E M O R A N D U M

Date: January 17, 2018

To: Board of Commissioners

Through: Jerome D. Ryans, President/CEO

From: Nicholas W. Dickerson, Contracting Officer

Subject: *Resolution #201: -4083 “Environmental Consultant Services”*

The Administration has solicited proposals from qualified firms and/or individuals to provide an array of professional services as an Environmental Consultant to include; Lead & Asbestos Testing, Risk Assessment, Hazard Reduction Design, Abatement, Monitoring and Site Assessments Services, as well as other remediation services such as, pigeon waste, indoor air quality, asbestos, radon, site assessments, etc., in accordance to HUD Regulations 2 CFR 200.317-200.326 and the policies and procedures of the Authority.

After a thorough review of the seven (7) proposals received, the Authority is prepared to award an Agreement to GLE Associates, Inc.

The Administration is requesting Board approval to enter into a one (1) year Agreement, with an option to renew that Agreement for an additional one (1) year period to GLE Associates Inc. to provide an array of professional services as an Environmental Consultant, in an amount not to exceed \$100,000.00 per Agreement, per year.



RFP FY17-RFQ-03 ENVIRONMENTAL CONSULTANT

Evaluation Criteria	Maximum %	GLE			CARDNO			OHC			A.C.T.			APED			ENERCON			TERRACON		
		EVALUATOR SCORE'S																				
		TB	DI	DH	TB	DI	DH	TB	DI	DH	TB	DI	DH	TB	DI	DH	TB	DI	DH	TB	DI	DH
FIRM'S QUALIFICATIONS	25%	25	23	25	25	24	25	23	24	25	22	23	25	22	20	23	24	15	25	25	21	23
PROFESSIONALISM	25%	25	23	23	25	23	22	25	24	20	24	22	20	22	20	20	20	15	20	25	20	20
EXPERIENCE	20%	20	18	18	20	20	17	20	18	17	20	17	17	20	15	17	15	16	17	18	17	16
Evidence that the firm has certifications and/or licenses to provide the services in the State of Florida.	Mandatory	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Demonstrated knowledge of local conditions, regulations and applicable codes.	Mandatory	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Certified Statement that the firm is not debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local Agency.	Mandatory	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
PROPOSED PLAN	20%	15	17	17	13	18	15	17	18	20	13	10	15	13	18	10	13	10	15	13	7	15
OVERALL RESPONSE	10%	10	8	10	10	10	10	10	9	9	8	8	7	9	8	7	9	7	8	9	7	6
SUB-TOTALS	100%	95	89	93	93	95	89	95	93	91	87	80	84	86	81	77	81	63	85	90	72	80
Average Score		277			277			Bid Rejected*			Bid Rejected *			Bid Rejected *			Bid Rejected*			Bid Rejected*		
* Failure to meet MANDATORY requirements																						

[Signature] 12/6/17
Contracting Officer's Signature & Date

[Signature] 12/6/17
Evaluator's Signature

[Signature]
Evaluator's Signature

[Signature]
Evaluator's Signature

**THE HOUSING AUTHORITY OF THE CITY OF TAMPA
RESOLUTION SUMMARY SHEET**

1. Describe the action requested of the Board of Commissioners

Re.: Resolution Number: **201, - 4084**

The Administration is requesting approval from the THA Board of Commissioners' to award a one (1) year Agreements, with an option to renew the Agreement for an additional one (1) year period to **Cardno Inc.** to provide an array of professional services as Environmental Consultants to include: Lead & Asbestos Testing, Risk Assessment, Hazard Reduction Design, Abatement, Monitoring and Site Assessments Services and further authorizes the President/CEO to execute and administer the Agreements in accordance with the Authority's procurement policy.

2. Who is making request:

- A. Entity: Tampa Housing Authority Office of Real Estate Development
- B. Project: Environmental Consultant Services
- C. Originator: Terrance Brady

Budget Amount: \$100,000.00

Narrative:

The Administration has solicited bids from qualified firms and/or individuals to provide an array of professional services as an Environmental Consultant to include: Lead & Asbestos Testing, Risk Assessment, Hazard Reduction Design, Abatement, Monitoring and Site Assessments Services, as well as other remediation services such as, pigeon waste, indoor air quality, asbestos, radon, site assessments, etc., and in accordance to HUD Regulations 2 CFR 200.317-200.326 and the policies and procedures of the Authority.

RESOLUTION NO. 201: -4084

A RESOLUTION AUTHORIZING THE PRESIDENT/CEO TO ENTER INTO A CONTRACTUAL AGREEMENTS FOR AN ARRAY OF PROFESSIONAL SERVICES AS ENVIRONMENTAL CONSULTANTS INVOLVING THE MANAGEMENT AND IMPLEMENTATION OF A LEAD AND ASBESTOS HAZARD REDUCTION PROGRAM THROUGHOUT THE AUTHORITY'S PUBLIC HOUSING COMMUNITY (CARDNO, INC.)

Whereas, the Housing Authority of the City of Tampa has solicited proposals from qualified firms and/or individuals to provide an array of professional services as an Environmental Consultant to include: Lead & Asbestos Testing, Risk Assessment, Hazard Reduction Design, Abatement, Monitoring and Site Assessments Services, as well as other remediation services such as, pigeon waste, indoor air quality, asbestos, radon, site assessments, etc., and in accordance to HUD Regulations 2 CFR 200.317-200.326 and the policies and procedures of the Authority; and

Whereas, the Authority received seven (7) proposals from qualified firms; and

Whereas, the Authority recommends the awarding of a one (1) year Agreement to Cardno, Inc. in an amount not to exceed \$100,000.00 per year, with an option to renew the Agreement for an additional one (1) year period, in an amount not to exceed an additional \$100,000.00.

THEREFORE BE IT RESOLVED THAT

The Board of Commissioners of the Housing Authority of the City of Tampa approves the awarding of a one (1) year Agreements, with an option to renew the Agreement for an additional one (1) year period to Cardno Inc. to provide an array of professional services as Environmental Consultants to include: Lead & Asbestos Testing, Risk Assessment, Hazard Reduction Design, Abatement, Monitoring and Site Assessments Services and further authorizes the President/CEO to execute and administer the Agreements in accordance with the Authority's procurement policy.

ADOPTED THIS 17th DAY OF JANUARY 2018

Susan Johnson-Velez, *Chair*

Jerome D. Ryans, *Secretary*

HOUSING AUTHORITY OF THE CITY OF TAMPA
Contracting & Purchasing Department
M E M O R A N D U M

Date: January 17, 2018

To: Board of Commissioners

Through: Jerome D. Ryans, President/CEO

From: Nicholas W. Dickerson, Contracting Officer

Subject: *Resolution #201: -4084 “Environmental Consultant Services”*

The Administration has solicited proposals from qualified firms and/or individuals to provide an array of professional services as an Environmental Consultant to include; Lead & Asbestos Testing, Risk Assessment, Hazard Reduction Design, Abatement, Monitoring and Site Assessments Services, as well as other remediation services such as, pigeon waste, indoor air quality, asbestos, radon, site assessments, etc., in accordance to HUD Regulations 2 CFR 200.317-200.326 and the policies and procedures of the Authority.

After a thorough review of the seven (7) proposals received, the Authority is prepared to award an Agreement to Cardno, Inc.

The Administration is requesting Board approval to enter into a one (1) year Agreement, with an option to renew that Agreement for an additional one (1) year period to Cardno Inc. to provide an array of professional services as an Environmental Consultant, in an amount not to exceed \$100,000.00 per Agreement, per year.



RFP FY17-RFQ-03 ENVIRONMENTAL CONSULTANT

Evaluation Criteria	Maximum %	GLE			CARDNO			OHC			A.C.T.			APED			ENERCON			TERRACON		
		EVALUATOR SCORE'S																				
		TB	DI	DH	TB	DI	DH	TB	DI	DH	TB	DI	DH	TB	DI	DH	TB	DI	DH	TB	DI	DH
FIRM'S QUALIFICATIONS	25%	25	23	25	25	24	25	23	24	25	22	23	25	22	20	23	24	15	25	25	21	23
PROFESSIONALISM	25%	25	23	23	25	23	22	25	24	20	24	22	20	22	20	20	20	15	20	25	20	20
EXPERIENCE	20%	20	18	18	20	20	17	20	18	17	20	17	17	20	15	17	15	16	17	18	17	16
Evidence that the firm has certifications and/or licenses to provide the services in the State of Florida.	Mandatory	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Demonstrated knowledge of local conditions, regulations and applicable codes.	Mandatory	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Certified Statement that the firm is not debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local Agency.	Mandatory	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
PROPOSED PLAN	20%	15	17	17	13	18	15	17	18	20	13	10	15	13	18	10	13	10	15	13	7	15
OVERALL RESPONSE	10%	10	8	10	10	10	10	10	9	9	8	8	7	9	8	7	9	7	8	9	7	6
SUB-TOTALS	100%	95	89	93	93	95	89	95	93	91	87	80	84	86	81	77	81	63	85	90	72	80
Average Score		277			277			Bid Rejected*			Bid Rejected *			Bid Rejected *			Bid Rejected*			Bid Rejected*		
* Failure to meet MANDATORY requirements																						

[Signature]
Contracting Officer's Signature & Date 12/6/17

[Signature]
Evaluator's Signature 12/6/17

[Signature]
Evaluator's Signature

[Signature]
Evaluator's Signature

**THE HOUSING AUTHORITY OF THE CITY OF TAMPA
RESOLUTION SUMMARY SHEET**

1. Describe the action requested of the Board of Commissioners

Re.: Resolution Number: 2018-4085
The Board of Commissioners is requested to approve the above-referenced resolution in order to:
Implement the new utility allowance schedules for the Housing Authority's Public Housing, Home and Low Income Housing Tax Credit Program units at The Tempo at Encore, Cedar Pointe, Garden of South Bay, Osborne Landing and Belmont Heights Estates Phase I, Phase II and Phase III.

2. Who is making request:

A. Entity: <u>The Asset Management Department</u>
B. Project: The Tempo at Encore, Cedar Pointe, Garden of South Bay, Osborne Landing and Belmont Heights Estates Phase I, Phase II and Phase III.
C. Originator: Debbie L. Joyce

3. Cost Estimate (if applicable):

Narrative:

The U. S. Department of Housing and Urban Development and Florida Housing Finance Corporation requires the Housing Authority to update their utility allowance schedule yearly.

Attachments (if applicable):

Utility allowance schedules.

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A RESOLUTION APPROVING THE REVISED UTILITY ALLOWANCE SCHEDULES FOR USE IN THE PUBLIC HOUSING, HOME AND LOW INCOME HOUSING TAX CREDIT PROGRAMS

WHEREAS, the U.S. Department of Housing and Urban Development allows the Tampa Housing Authority to establish utility allowance schedules for its Public Housing, Home and Low-Income Housing Tax Credit Programs on an annual basis; and

WHEREAS, the Housing Authority has completed site specific energy audits and based upon the results revisions to the utility allowance schedules for The Tempo at Encore, Cedar Pointe, Garden of South Bay, Osborne Landing and Belmont Heights Estates Phase I, II and III are required;

NOW, THEREFORE, BE IT RESOLVED THAT:

THE BOARD OF COMMISSIONERS of the Housing Authority of the City of Tampa hereby approves the attached revised utility allowance schedules for use in the Public Housing Program, Home and Low-Income Housing Tax Credit Programs.

ADOPTED THIS 17th DAY OF JANUARY 2018.

Chairperson

Secretary

Utility Allowances for The Tempo at Encore

Utility Allowance	Unit Type	2016-2017	2017-2018
The Tempo at Encore	1 Bedroom	\$81.00	\$82.00
	2 Bedroom	\$100.00	\$100.00
	3 Bedroom	\$124.00	\$124.00
	4 Bedroom	\$141.00	\$141.00

*As a result of a recent property energy audit, proposed utility schedules are based on utility rates, construction material and energy efficient appliances.

Utility Allowances for Cedar Pointe

Utility Allowance	Unit Type	2016-2017	2017-2018
The Cedar Pointe	1 Bedroom	\$83.00	\$83.00
	2 Bedroom	\$105.00	\$104.00
	3 Bedroom	\$127.00	\$125.00

*As a result of a recent property energy audit, proposed utility schedules are based on utility rates, construction material and energy efficient appliances.

Utility Allowances for Garden at South Bay

Utility Allowance	Unit Type	2016-2017	2017-2018
Gardens at South Bay	1 Bedroom	\$85.00	\$85.00
	2 Bedroom	\$111.00	\$110.00
	3 Bedroom	\$135.00	\$133.00
	4 Bedroom	\$150.00	\$148.00

*As a result of a recent property energy audit, proposed utility schedules are based on utility rates, construction material and energy efficient appliances.

Utility Allowances for Osborne Landing

Utility Allowance	Unit Type	2016-2017	2017-2018
Osborne Landing	1 Bedroom	Not applicable	Not applicable
	2 Bedroom	\$106.00	\$105.00
	3 Bedroom	\$131.00	\$129.00

*As a result of a recent property energy audit, proposed utility schedules are based on utility rates, construction material and energy efficient appliances.

Utility Allowances for Belmont Heights Estates I

Utility Allowance	Unit Type	2016-2017	2017-2018
Belmont Heights I	1 Bedroom Apartment	\$84.00	\$83.00
	2 Bedroom Apartment	\$102.00	\$103.00
	3 Bedroom Apartment	\$146.00	\$138.00
	4 Bedroom Apartment	\$151.00	\$145.00
	3 Bedroom Single Family Home	\$125.00	\$124.00
	4 Bedroom Single Family Home	\$166.00	\$148.00

*As a result of a recent property energy audit, proposed utility schedules are based on utility rates, construction material and energy efficient appliances.

Utility Allowances for Belmont Heights Estates II

Utility Allowance	Unit Type	2016-2017	2017-2018
Belmont Heights II	1 Bedroom Apartment	\$84.00	\$83.00
	2 Bedroom Apartment	\$102.00	\$103.00
	3 Bedroom Apartment	\$146.00	\$138.00
	4 Bedroom Apartment	\$151.00	\$145.00
	3 Bedroom Single Family Home	\$125.00	\$124.00
	4 Bedroom Single Family Home	\$166.00	\$148.00

*As a result of a recent property energy audit, proposed utility schedules are based on utility rates, construction material and energy efficient appliances.

Utility Allowances for Belmont Heights Estates III

Utility Allowance	Unit Type	2016-2017	2017-2018
Belmont Heights III	1 Bedroom Apartment	\$78.00	\$77.00
	2 Bedroom Apartment	\$95.00	\$94.00
	3 Bedroom Apartment	\$145.00	\$142.00
	4 Bedroom Apartment	\$152.00	\$150.00
	3 Bedroom Single Family Home	\$120.00	\$118.00
	4 Bedroom Single Family Home	\$169.00	\$166.00

*As a result of a recent property energy audit, proposed utility schedules are based on utility rates, construction material and energy efficient appliances.

**THE HOUSING AUTHORITY OF THE CITY OF TAMPA
RESOLUTION SUMMARY SHEET**

1. Describe the action requested of the Board of Commissioners:

Re: FY2018-4086

The Board of Commissioners is requested to approve the above-referenced resolution authorizing the President/CEO of the Housing Authority of the City of Tampa to execute resolutions ratifying the bond closing for the Tempo at Encore, LP and any ancillary documents executed by the Housing Authority of the City of Tampa (THA).

2. Requestor:

- A. **Department:** Office of the Chief Operating Officer (COO)
- B. **Project:** Tempo at Encore
- C. **Originator:** Leroy Moore

3. Cost Estimate (if applicable):

Purchase price: NA

Narrative:

A resolution authorizing the President/CEO of the Housing Authority of the City of Tampa to execute resolutions ratifying the bond closing for the Tempo at Encore, LP and any ancillary documents executed by the Housing Authority of the City of Tampa (THA).

Attachments (if applicable):

Resolution Summary Sheet
Memo
Resolution

Attachments:

RESOLUTION 2018-4086

**RESOLUTIONS RATIFYING THE BOND CLOSING FOR THE TEMPO AT ENCORE,
LP AND ANY ANCILLARY DOCUMENTS EXECUTED BY THE HOUSING
AUTHORITY OF THE CITY OF TAMPA (THA)**

WHEREAS, Tampa Housing Authority Development Corp., a Florida not for profit corporation (the “Corporation”), is the managing member of THA Tempo, LLC, a Florida limited liability company (the “General Partner”), the general partner of The Tempo at Encore, LP, a Florida limited partnership (the “Partnership”); and

WHEREAS, the Corporation is an instrumentality of the Housing Authority of the City of Tampa, Florida (“THA”), and

WHEREAS, the Partnership is the owner of an affordable multi-family development in Tampa, Florida known as The Tempo at Encore (the “Project”); and

WHEREAS, in connection with developing the Project, which is over the approved budget, THA has recommended and believes that it is in the best interests of the Partnership to ratify the Series 2017C Bonds closing and ratify any documents entered into by the Corporation, on behalf of the Partnership, as are necessary to accomplish the same; and

WHEREAS, in order to effectuate the Series 2017C Bonds closing, THA executed required ancillary documents.

NOW, THEREFORE, BE IT RESOLVED the Board hereby authorizes, approves, and ratifies the Series 2017C Bond closing and any ancillary documents executed by any officer of THA.

Adopted this 17th day of January 2018.

Chairperson

Secretary

M E M O R A N D U M

Date: January 9, 2018
To: Board of Commissioners
Through: Jerome D. Ryans, President/CEO
From: Leroy Moore, Senior Vice-President/COO
Subject: **Resolution 2018-4086**

RESOLUTIONS RATIFYING THE BOND CLOSING FOR THE TEMPO AT ENCORE, LP
AND ANY ANCILLARY DOCUMENTS EXECUTED BY THE HOUSING AUTHORITY OF
THE CITY OF TAMPA (THA)

This Resolution is necessary to authorize and ratify action taken by Tampa Housing Authority Development Corporation in approving the issuance of a Series 2017C Bond in support of the development of Tempo at Encore, LP.

On December 17, 2017 Tampa Housing Authority Development Corporation's (THADC) Board of Directors considered and authorized the issuance of Bonds in support of the development of Tempo at Encore. The THA Board of Commission is hereby requested to ratify that action. Whereas a briefing was delivered in the THA Board meeting for this request, the only resolution presented was in the THADC Board meeting which took place immediately after the THA Board meeting adjourned. This resolution will evidence THA Board of Commissioner's authorization of such action taken by THADC.

If you have any questions ahead of the scheduled Board Meeting please don't hesitate to call Leroy Moore, at 813/341-9101 ext. 3690.

**THE HOUSING AUTHORITY OF THE CITY OF TAMPA
RESOLUTION SUMMARY SHEET**

1. Describe the action requested of the Board of Commissioners:

Re: FY2018-4087

The Board of Commissioners is requested to approve the above-referenced resolution authorizing the President/CEO of the Housing Authority of the City of Tampa to execute a vacant land contract for the sale of a vacant lot located at 1603 Greenridge Road in Delaney Creek Estates.

2. Requestor:

- A. **Department:** Office of the Chief Operating Officer (COO)
- B. **Project:** Delaney Creek Estates
- C. **Originator:** Leroy Moore

3. Cost Estimate (if applicable):

Purchase price: NA

Narrative:

A resolution authorizing the President/CEO of the Housing Authority of the City of Tampa to execute a vacant land contract for the sale of a vacant lot located at 1603 Greenridge Road in Delaney Creek Estates

Attachments (if applicable):

Resolution Summary Sheet
Memo
Resolution

Attachments:

Vacant land contract

RESOLUTION NO. FY2018-4087

A RESOLUTION AUTHORIZING THE PRESIDENT/CEO OF THE HOUSING AUTHORITY OF THE CITY OF TAMPA TO EXECUTE A VACANT LAND CONTRACT FOR THE SALE OF A VACANT LOT LOCATED AT 1603 GREENRIDGE ROAD IN DELANEY CREEK ESTATES.

WHEREAS, the Housing Authority of the City of Tampa (Authority) is the owner of a vacant lot located at 1603 Greenridge Road in the Delaney Creek Estates Subdivision;

WHEREAS, such vacant lot was surplus land left over from the development of Delaney Creek Estates over 20 years ago and serves no purpose to the Authority and is considered surplus and eligible for disposition;

WHEREAS, over the year the Authority has attempted to sell said vacant land on the open market with no success;

WHEREAS, the Authority continues to expend resources to maintain and insure this vacant parcel with no plans on putting the land to use; and,

WHEREAS, the adjacent property owner has submitted an offer to purchase this vacant lot at a price which the Authority considers fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Tampa hereby authorize its President/CEO to execute the Vacant Land Contract and sell such vacant land to Christie Y. Blount in consideration of the contracted purchase price of \$7,000.00 in accordance with the terms and conditions of said Vacant Land Contract.

Adopted this 17th day of January 2018.

Chairperson

Secretary

M E M O R A N D U M

Date: January 9, 2018

To: Board of Commissioners

Through: Jerome D. Ryans, President/CEO

From: Leroy Moore, Senior Vice-President/COO

Subject: **Resolution 2017-4087**

A RESOLUTION AUTHORIZING THE PRESIDENT/CEO OF THE HOUSING AUTHORITY OF THE CITY OF TAMPA TO EXECUTE A VACANT LAND CONTRACT FOR THE SALE OF A VACANT LOT LOCATED AT 1603 GREENRIDGE ROAD IN DELANEY CREEK ESTATES.

This Resolution is necessary to authorize the President/CEO of the Housing Authority of the City of Tampa to dispose of surplus land.

1603 Greenridge Road is a vacant parcel of land which was left over after the development of Delaney Creek Estates, a 66 unit single family homeownership development THA developed in 1996. The surplus lot is substandard and would not accommodate an additional home with proper setbacks without variances. The lot has remained undeveloped since that time and THA has been mainlining the lot with occasional trash removal and regular mowing. The prospective buyer is the adjacent property owner so the acquisition would make for a larger lot to that homeowner.

The sale price was submitted by the owner for an offer to purchase this vacant lot at a price which the Authority considers fair and reasonable.

This disposition will also relieve the Authority from future expenses for upkeep and insurance.

If you have any questions ahead of the scheduled Board Meeting please don't hesitate to call Leroy Moore, at 813/341-9101 ext. 3690.

Vacant Land Contract

1* 1. Sale and Purchase: Housing Authority of the City of Tampa, Florida, * ("Seller")
2* and Christle Y. Blount, a single woman ("Buyer")
3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4 described as:
5* Address: 1603 Greenridge Road, Tampa, Florida
6* Legal Description:
7 Lot 1 in Block 4 of Delaney Creek Estates, according to the map or plat thereof recorded in Plat Book 78, Page
8 14 of the Public Records of Hillsborough County, Florida
9
10
11* SEC ___/TWP /___/ RNG ___ of _____ County, Florida. Real Property ID No.: 045299-3838
12* including all improvements existing on the Property and the following additional property:
13 NONE

14* 2. Purchase Price: (U.S. currency).....\$ 7,000.00
15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
16* Escrow Agent's Name: Saxon Gilmore & Carraway, P.A.
17* Escrow Agent's Contact Person: Bernice S. Saxon, Esq.
18* Escrow Agent's Address: 201 E. Kennedy Boulevard, Suite 600, Tampa, Florida 33602
19* Escrow Agent's Phone: (813) 314-4501
20* Escrow Agent's Email: bsaxon@saxongilmore.com

21 (a) Initial deposit (\$0 if left blank) (Check if applicable)
22* accompanies offer
23* will be delivered to Escrow Agent within _____ days (3 days if left blank)
24* after Effective Date\$ 700.00
25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
26* within _____ days (10 days if left blank) after Effective Date
27* within _____ days (3 days if left blank) after expiration of Feasibility Study Period\$ --
28* (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage).....\$ --
29* (d) Other:\$ --
30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
31* to be paid at closing by wire transfer or other Collected funds\$ 6,300.00
32* (f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
33* unit used to determine the purchase price is lot acre square foot other (specify):
34* prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
35* calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
36* accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
37* calculation: _____

38 3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy
39* delivered to all parties on or before January 16, 2018, this offer will be withdrawn and Buyer's deposit, if
40 any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
41 delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer
42 has signed or initialed and delivered this offer or the final counter offer.

43* 4. Closing Date: This transaction will close on 30 days after expiration of ** ("Closing Date"), unless specifically
44 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,
45 but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
50 other items. *a public body corporate and politic organized under the laws
of the State of Florida

***the Feasibility Study Period

51 **5. Financing: (Check as applicable)**
52* (a) **Buyer** will pay cash for the Property with no financing contingency.
53* (b) This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
54* specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
55* Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
56* days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
57* and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
58* Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be
59* returned.
60* (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
61* or _____% of the purchase price at (Check one) a fixed rate not exceeding _____% an
62* adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
63* based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
64* informed of the loan application status and progress and authorizes the lender or mortgage broker to
65* disclose all such information to **Seller** and Broker.
66* (2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to
67* **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as
68* follows: _____
69* The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
70* forms generally accepted in the county where the Property is located; will provide for a late payment fee
71* and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
72* penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
73* conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
74* keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
75* to obtain credit, employment, and other necessary information to determine creditworthiness for the
76* financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not
77* **Seller** will make the loan.
78* (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to
79* _____
80* LN# _____ in the approximate amount of \$ _____ currently payable at
81* \$ _____ per month, including principal, interest, taxes and insurance, and having a
82* fixed other (describe) _____
83* interest rate of _____% which will will not escalate upon assumption. Any variance in the
84* mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will
85* purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or
86* the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
87* failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
88* **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.
89* **6. Assignability: (Check one)** **Buyer** may assign and thereby be released from any further liability under this
90* contract, may assign but not be released from liability under this contract, or may not assign this contract.
91* **7. Title: Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
92* deed special warranty deed other (specify) _____, free of liens, easements,
93* and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
94* restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
95* other matters to which title will be subject) _____
96* provided there exists at closing no violation of the foregoing.
97* (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
98* pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
99* **Seller** will deliver to **Buyer**, at
100* (Check one) **Seller's** **Buyer's** expense and
101* (Check one) within 14 days after Effective Date at least _____ days before Closing Date,
102* (Check one)
103* (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
104* discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the
105* amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
106* paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
107* **Buyer** within 15 days after Effective Date.

108* (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
109 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy
110 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy
111 will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy
112 effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents
113 recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**,
114 then (1) above will be the title evidence.

115* (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank)
116 but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable
117 to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and
118* **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If
119 the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice
120 of such cure. **Seller** may elect not to cure defects ~~if **Seller** reasonably believes any defect cannot be cured~~
121 ~~within the Cure Period.~~ If the defects are not cured within the Cure Period, **Buyer** will have 10 days after
122 receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept
123 title subject to existing defects and close the transaction without reduction in purchase price.

124 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to
125 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
126 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
127 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
128 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).

129 (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

*or election not to cure defects

130 8. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with
131 conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or
132 permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

133 (a) **Inspections: (Check (1) or (2))**

134* (1) **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank)
135 ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine
136 whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer**
137 may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and
138 investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the
139 Property's engineering, architectural, and environmental properties; zoning and zoning restrictions;
140 subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;
141 consistency with local, state, and regional growth management plans; availability of permits, government
142 approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be
143 rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all
144 documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives
145 **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the
146 Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its
147 agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will
148 indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature,
149 including attorneys' fees, expenses, and liability incurred in application for rezoning or related
150 proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any
151 work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien
152 being filed against the Property without **Seller's** prior written consent. If this transaction does not close,
153 **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and
154 return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller**
155 all reports and other work generated as a result of the Inspections.

156 Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's**
157 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice
158 requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"
159 condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to
160 **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

161* (2) **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including
162 being satisfied that either public sewerage and water are available to the Property or the Property will be
163 approved for the installation of a well and/or private sewerage disposal system and that existing zoning

164 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,
 165 growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not
 166 contingent on **Buyer** conducting any further investigations.
 167 (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's**
 168 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
 169 expired or if Paragraph 8(a)(2) is selected.
 170 (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government
 171 agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply
 172 to improving the Property and rebuilding in the event of casualty.
 173 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
 174 defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required
 175 by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The
 176 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
 177 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
 178 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
 179 Department of Environmental Protection, including whether there are significant erosion conditions associated
 180 with the shore line of the Property being purchased.
 181* **Buyer** waives the right to receive a CCCL affidavit or survey.

182 9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
 183 conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title
 184 binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds
 185 to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to
 186 Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the
 187 costs indicated below.

188 (a) **Seller Costs:**
 189 Taxes on deed
 190 Recording fees for documents needed to cure title
 191 Title evidence (if applicable under Paragraph 7)
 192* Other: _____

193 (b) **Buyer Costs:**
 194 Taxes and recording fees on notes and mortgages
 195 Recording fees on the deed and financing statements
 196 Loan expenses
 197 Title evidence (if applicable under Paragraph 7)
 198 Lender's title policy at the simultaneous issue rate
 199 Inspections
 200 Survey
 201 Insurance
 202* Other: _____

203 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
 204 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases,
 205 and other Property expenses and revenues. If taxes and assessments for the current year cannot be
 206 determined, the previous year's rates will be used with adjustment for any exemptions.

207 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller**
 208 will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount
 209 of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but
 210 has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be
 211* paid in installments, **Seller** **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is
 212 checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a
 213 Homeowners' or Condominium Association.

214 (e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**
 215 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**
 216 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**
 217 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN**
 218 **HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT**
 219 **THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

- 220 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by
221 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at
222 closing.
- 223 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with
224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,
226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing
227 will not be contingent upon, extended, or delayed by the Exchange.
- 228 **10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday
231 will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in
232 this contract.**
- 233 **11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
234 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
235 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may
236 terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,
237 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and
238 receive all payments made by the governmental authority or insurance company, if any.
- 239 **12. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to
240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
241 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,
242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
243 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is
244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for
245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force
246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to
247 the other; and **Buyer's** deposit(s) will be returned.
- 248 **13. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
249 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by
250 this contract, regarding any contingency will render that contingency null and void, and this contract will
251 be construed as if the contingency did not exist. Any notice, document, or item delivered to or received
252 by an attorney or licensee (including a transactions broker) representing a party will be as effective as if
253 delivered to or received by that party.**
- 254 **14. Complete Agreement; Persons Bound:** This contract is the entire agreement between **Seller** and **Buyer**.
255 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker
256 unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed
257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications
259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be
260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If
261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be
262 fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract.
263 This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular
264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
265 permitted, of **Seller**, **Buyer**, and Broker.
- 266 **15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive
267 closing or termination of this contract.
- 268 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer**
269 may elect to receive a return of **Buyer's** deposit(s) ~~without thereby waiving any action for damages resulting~~
270 ~~from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also~~
271 ~~be liable for the full amount of the brokerage fee.~~

272 (b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract,
273 including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the
274 deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages,
275 consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer
276 will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in
277 equity to enforce Seller's rights under this contract.

278 **16. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
279 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
280 the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

281 **17. Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively
282 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
283 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing
284 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
285 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any
286 person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful
287 breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay
288 the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the
289 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

290 ~~**18. Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations
291 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting
292 this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
293 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
294 property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside
295 in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller
296 representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and
297 government agencies for verification of the Property condition and facts that materially affect Property
298 value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all
299 levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising
300 from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold
301 harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or
302 damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or
303 display of listing data by third parties, including, but not limited to, photographs, images, graphics, video
304 recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's
305 performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475,
306 Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)
307 products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each
308 assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve
309 Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.
310 This Paragraph will survive closing.~~

311 ~~**19. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
312 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
313 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
314 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
315 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.~~

316 ~~**20. Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:**
317 Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in
318 separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the
319 extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any
320 MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.~~

321* (a) _____ (Seller's Broker)
322* will be compensated by Seller Buyer both parties pursuant to a listing agreement other
323* (specify): _____
324* (b) _____ (Buyer's Broker)
325* will be compensated by Seller Buyer both parties Seller's Broker pursuant to a MLS offer of
326* compensation other (specify): _____

327* 21. Additional Terms: _____
 328 Notwithstanding anything contained herein to the contrary, this contract is contingent upon approval by Seller's
 329 Board of Commissioners and by the U.S. Department of Housing and Urban Development, if required.
 330 _____
 331 _____
 332 _____
 333 _____
 334 _____
 335 _____
 336 _____
 337 _____
 338 _____
 339 _____
 340 _____
 341 _____
 342 _____

343 **COUNTER-OFFER/REJECTION**

344* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 345 deliver a copy of the acceptance to Seller).
 346* Seller rejects Buyer's offer

347 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**
 348 **signing.**

349* **Buyer:** _____ **Date:** _____

350* Print name: Christle Y. Blount

351* **Buyer:** _____ **Date:** _____

352* Print name: _____

353 **Buyer's address for purpose of notice:**

354* Address: _____

355* Phone: _____ Fax: _____ Email: _____

356* **Seller:** Housing Authority of the City of Tampa, Florida, a public body corporate and politic
organized under the laws of the State of Florida. **Date:** _____

357* **Print name: By:** _____

358* **Seller: _____ Title: _____ Date: _____**

359* Print name: _____

360 **Seller's address for purpose of notice:**

361* Address: _____

362* Phone: _____ Fax: _____ Email: _____

363* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
 364 **final offer or counter offer.)**

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