



***Sarasota Housing Authority (SHA)
Board of Commissioners***

To Join Meeting: <https://us02web.zoom.us/j/89739671625>

Dial by phone: +1-301 715 8592

Meeting ID: 897 3967 1625

AGENDA

Special Meeting of the Board
August 19, 2020, 4:45 P.M.

NOTES

I. CALL TO ORDER

THIS MEETING IS BEING CONDUCTED TELEPHONICALLY OR ELECTRONICALLY PURSUANT TO EXECUTIVE ORDER NUMBERS 20-52, 20-68 AND 20-69 SIGNED BY GOVERNOR DESANTIS AND GUIDANCE PROVIDED BY LEGAL COUNSEL. MORE IMPORTANTLY, BASED ON WHAT WE KNOW NOW ABOUT THE CORONAVIRUS PANDEMIC AND PRUDENT PRECAUTIONS AS A RESULT THEREOF, IT IS BEING CONDUCTED IN A WAY TO PROVIDE THE MAXIMUM AMOUNT OF PROTECTION TO OUR COMMISSIONERS, STAFF, RESIDENTS AND THE PUBLIC. WE APOLOGIZE FOR ANY INCONVENIENCE TO ANYONE, BUT WE ASK YOUR UNDERSTANDING AND COMPLIANCE TEMPORARILY.

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. RESOLUTIONS – Accepted By Consent

A. Res 20-17: Approval of Loft Equity Loan Closing

B. Res 20-18: Approval Admin Plan Revision

VI. ADJOURNMENT

RESOLUTION 20-17

RESOLUTION APPROVING LOFTS ON LEMON EQUITY, CONSTRUCTION LOAN, AND PERMANENT LOAN CLOSINGS

BE IT RESOLVED that; the actions of Sarasota Housing Authority, a public body corporate and politic established pursuant to Chapter 421 of the Florida Statutes (“SHA”), in forming Lofts on Lemon SHA, LLC, a Florida limited liability company (the “SHA Managing Member”) and a managing member of Lofts on Lemon Development Partners, LLC, a Florida limited liability company (the “Company”), which is the owner of Lofts on Lemon (the “Project”), are hereby in each and every respect authorized, approved, ratified, and confirmed; and it is further

RESOLVED that; the actions of SHA in forming and serving as the sole member of SHA Affordable Development, LLC, a Florida limited liability company (the “Co-Developer”), which is the co-developer of the Project, are hereby in each and every respect authorized, approved, ratified, and confirmed; and it is further

RESOLVED that; the forms, terms, and provisions of the documents in connection with the equity closing and with respect to the admission to the Company of Bank of America, N.A., a national banking association, as investor member (the “Investor Member”), and Banc of America CDC Special Holding Company, Inc., a North Carolina corporation, as special member (the “Special Member”), are hereby in each and every respect approved, ratified, and confirmed, and each and every transaction effected or to be effected pursuant to, and in substantial accordance with the terms of the Amended and Restated Operating Agreement, the Development Agreement, the Guaranty Agreement, the Supervisory Management Agreement, the Right of First Refusal Agreement, the Purchase Option Agreement, the Closing Certificate, and such other documents as contemplated thereby (collectively, the “Equity Documents”), are hereby in each and every respect authorized, approved, ratified, and confirmed; and it is further

RESOLVED that; the forms, terms, and provisions of the documents in connection with the Bank of America, N.A., a national banking association (“BANA”), mortgage construction loan closing are hereby in each and every respect approved, ratified, and confirmed, and each and every transaction effected or to be effected pursuant to, and in substantial accordance with, the terms of the Promissory Note; the Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing; the Construction Loan Agreement; the Consent to Assignment of AHAP Contract as Security for Financing; the Collateral Assignment and Pledge of Company Interests and Security Agreement (Co-Manager – Lofts on Lemon SHA, LLC); the Collateral Assignment and Pledge of Developer Fees and Security Agreement; the Landlord’s Agreement and Estoppel Certificate; the UCC-1 Financing Statements; the Subordination and Intercreditor Agreement (First Mortgage); and such other documents as contemplated thereby (collectively, the “BANA Loan Documents”), are hereby in each and every respect authorized, approved, ratified, and confirmed; and it is further

RESOLVED that; the forms, terms, and provisions of the documents in connection with the Community Foundation of Sarasota County, Inc., a Florida not for profit corporation ("CFSC"), mortgage construction and permanent loan closings are hereby in each and every respect approved, ratified, and confirmed, and each and every transaction effected or to be effected pursuant to, and in substantial accordance with, the terms of the Land Use Restriction Agreement, the Mortgage Note, the Open-End Leasehold Mortgage, the UCC-1 Financing Statements, and such other documents as contemplated thereby (collectively, the "CFSC Loan Documents"), are hereby in each and every respect authorized, approved, ratified, and confirmed; and it is further

RESOLVED that; the forms, terms, and provisions of the documents in connection with the SHA mortgage construction and permanent loan closings are hereby in each and every respect approved, ratified, and confirmed, and each and every transaction effected or to be effected pursuant to, and in substantial accordance with, the terms of the Mortgage Note, the Authority Open-End Leasehold Mortgage, the Assignment of Leases and Rents, the UCC-1 Financing Statements, and such other documents as contemplated thereby (collectively, the "SHA Loan Documents"), are hereby in each and every respect authorized, approved, ratified, and confirmed; and it is further

RESOLVED that; the forms, terms, and provisions of the documents in connection with the Walker & Dunlop, LLC, a Delaware limited liability company ("WD"), mortgage construction and permanent loan closings are hereby in each and every respect approved, ratified, and confirmed, and each and every transaction effected or to be effected pursuant to, and in substantial accordance with, the terms of the Delivery Assurance Note; the Delivery Assurance Allonge to Note; the Multifamily Mortgage, Assignment of Rents and Security Agreement; the Assignment of Security Instrument; the Multifamily Note and Riders thereto; the Multifamily Loan and Security Agreement and Riders thereto; the Assignment of Security Instrument; the Florida Amended and Restated Multifamily Note and Riders thereto; the Guaranty and Rider thereto; the Assignment of Management Agreement and Subordination of Management Fees; the Consent to Assignment of HAP Contract as Security for Freddie Mac Financing; the Ground Lessor's Estoppel Certificate; the UCC-1 Financing Statements; the Subordination Agreement; and such other documents as contemplated thereby (collectively, the "WD Loan Documents"), are hereby in each and every respect authorized, approved, ratified, and confirmed; and it is further

RESOLVED that; the Declaration of Lofts on Lemon Condominium; the Standard Form of Agreement Between Owner and Contractor; the Amended and Restated Ground Lease Agreement; the Management Agreement; the Section 8 Project-Based Voucher Program Agreement to Enter into a Housing Assistance Payments Contract; the Section 8 Project-Based Voucher Program Housing Assistance Payments Contract; the Reimbursement Agreement; the Certificate of Sarasota Housing Authority; the Certificate of Lofts on Lemon SHA, LLC; the Certificate of SHA Affordable Development, LLC; the Memorandum of Understanding; and any and all other security agreements,

guaranties, indemnities, financing statements, notices, requests, demands, directions, consents, approvals, waivers, acceptances, appointments, applications, certificates, agreements, supplements, amendments, further assurances or other instruments or communications in connection with the mixed-finance closing of the Project (collectively, the "Other Documents"), are hereby in each and every respect approved, ratified, and confirmed; and it is further

RESOLVED that; SHA, the SHA Managing Member, and the Co-Developer are hereby authorized to enter into the Equity Documents, the BANA Loan Documents, the CFSC Loan Documents, the SHA Loan Documents, the WD Loan Documents, and the Other Documents (collectively, the "Documents"), as applicable, and that execution and delivery of the Documents in the name and on behalf of SHA, the SHA Managing Member, and the Co-Developer, as applicable, by William O. Russell, III, as President & CEO of SHA or any such other officer of SHA as may be elected in accordance with the Bylaws of SHA, as amended from time to time (each an "Officer" and collectively, the "Officers"), are hereby approved, ratified, and confirmed; and it is further

RESOLVED that; action by the Officers and any person or persons designated and authorized so to act by any such respective Officer, to do and perform, or cause to be done and performed, in the name and on behalf of SHA, the SHA Managing Member or the Co-Developer, or the execution and delivery of, or causing to be executed and delivered, the Documents, in the name and on behalf of SHA, the SHA Managing Member or the Co-Developer, as they, or any of them, may deem to be necessary or advisable in order to carry into effect the intent of the foregoing resolutions or to comply with the requirements of the instruments approved or authorized by the foregoing resolutions (including any past action) is hereby approved, ratified, and confirmed; and it is further

RESOLVED that; the execution and delivery by any authorized Officer of any of the aforesaid agreements, documents, and instruments authorized in the foregoing resolutions and the taking by any Officer of any acts in any way related to the transactions contemplated by the foregoing resolutions, shall be conclusive evidence of such Officer's approval thereof and of such Officer's authority to execute and deliver such agreements, documents, and instruments and to take and perform such acts in the name and on behalf of SHA, the SHA Managing Member or the Co-Developer; and it is further

RESOLVED that; the Investor Member; Special Member; BANA; CFSC; WD; Federal Home Loan Mortgage Corporation, a corporation organized and existing under the laws of the United States; and their respective successors and assigns are hereby authorized to rely upon these resolutions, and upon any certificate of any Officer with respect thereto until receipt of actual written notice of the revocation thereof, and may conclusively presume that the persons designated as Officers in any certificates signed by any Officer continue to hold office until actual receipt of a certificate from the President & CEO of SHA to the contrary; and it is further

CERTIFICATE OF COMPLIANCE

This is to certify that the SHA Board of Commissioners has approved and adopted this Resolution No: 20-17 on August 19, 2020.

ACCEPTED BY: _____ DATE: _____
John Colón,
Chairman

ATTESTED BY: _____ DATE: _____
William O. Russell III,
President & CEO

RESOLUTION 20-18

**RESOLUTION APPROVING SARASOTA HOUSING AUTHORITY
HOUSING CHOICE VOUCHER ADMINISTRATION PLAN**

WHEREAS; HUD requires Sarasota Housing Authority (SHA) to administer its housing choice voucher program under the guidelines of a Section 8 Administrative Plan (PLAN) that details the local governing policies consistent with HUD rules and regulations, as amended; and

WHEREAS; HUD advises Public Housing Authorities (PHAs) to take administrative steps to amend and update the PLAN as needed; and

WHEREAS; SHA Staff recommends that PLAN be revised; and

WHEREAS; the attached PLAN does comply with the current HUD rules and regulations, as well as Florida real estate laws.

NOW, THEREFORE, BE IT RESOLVED THAT:

The SHA Board of Commissioners approves the attached revised PLAN and authorizes SHA to immediately begin using the revised PLAN and its attachments.

ACCEPTED BY: _____ DATE: _____
John Colón,
Chairman

ATTESTED BY: _____ DATE: _____
William O. Russell III,
President & CEO

17-VI.C. ORGANIZATION OF THE WAITING LIST [24 CFR 983.251(c)]

The PHA may establish a separate waiting list for PBV units or it may use the same waiting list for both tenant based and PBV assistance. The PHA may also merge the PBV waiting list with a waiting list for other assisted housing programs offered by the PHA. If the PHA chooses to offer a separate waiting list for PBV assistance, the PHA must offer to place applicants who are listed on the tenant-based waiting list on the waiting list for PBV assistance.

If a PHA decides to establish a separate PBV waiting list, the PHA may use a single waiting list for the PHA's whole PBV program, or it may establish separate waiting lists for PBV units in particular projects or buildings or for sets of such units.

SHA Policy

The PHA will establish and manage separate waiting lists for individual projects or buildings that are receiving PBV assistance. The PHA currently has waiting lists for the following PBV projects:

Janies Garden

Kingstone

Diamond Oaks

Lofts on Lemon

If SHA runs out of applicants or runs low, the SHA will accept referrals from the property manager to add applicants to the appropriate waiting list.

17-VI.D. SELECTION FROM THE WAITING LIST [24 CFR 983.251(c)]

Applicants who will occupy units with PBV assistance must be selected from the PHA's waiting list. The PHA may establish selection criteria or preferences for occupancy of particular PBV units. The PHA may place families referred by the PBV owner on its PBV waiting list.

Income Targeting [24 CFR 983.251(c)(6)]

At least 75 percent of the families admitted to the PHA's tenant-based and project-based voucher programs during the PHA fiscal year from the waiting list must be extremely low-income families. The income targeting requirement applies to the total of admissions to both programs.

Units with Accessibility Features [24 CFR 983.251(c)(7)]

When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, the PHA must first refer families who require such features to the owner.

Preferences [24 CFR 983.251(d), FR Notice 11/24/08]

The PHA may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units. The PHA must provide an absolute selection preference for eligible in-place families as described in Section 17-VI.B. above.

Although the PHA is prohibited from granting preferences to persons with a specific disability, the PHA may give preference to disabled families who need services offered at a particular project or site if the preference is limited to families (including individuals):

- With disabilities that significantly interfere with their ability to obtain and maintain themselves in housing;
- Who, without appropriate supportive services, will not be able to obtain or maintain themselves in housing; and
- For whom such services cannot be provided in a non-segregated setting.

In advertising such a project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible disabled persons who may benefit from services provided in the project. In these projects, disabled residents may not be required to accept the particular services offered as a condition of occupancy.

If the PHA has projects with more than 25 percent of the units receiving project-based assistance because those projects include “excepted units” (units specifically made available for elderly or disabled families, or families receiving supportive services), the PHA must give preference to such families when referring families to these units [24 CFR 983.261(b)].

SHA Policy

The PHA will provide the following preferences to the Project Based waiting lists:

- 1. Federal Disaster (50 points)** – displaced by federal declared disaster. FEMA letter or other Federal documentation will be required.
- 2. Displaced by state/local or PHA action (40 Points)**. Letter or documentation will be required from the state or local governmental agency. If displaced by a PHA, the PHA will provide a letter stating the reason for the displacement.
- 3. Persons with Disabling Condition (30 Points)- for the designated Link Units.** Preference is for Lofts on Lemon ONLY. A referral from the Link Referral Agency is necessary to be eligible under this preference. During and after lease-up, Link Referral Agency referrals must be moved into designated Line Units before any other applicant on the waitlist, regardless of chronological order of the general waiting list, until all Link Units are occupied with Referral Agency referrals.
- 4. Violence Against Women Act (20 points)** – must be able to provide documentation and or a letter from a women’s shelter for domestic violence or other domestic violence shelter. Documentation cannot be older than 6 months.
- 5. Local Preference (1 point)** – must have live and or work in Sarasota County.

The PHA will provide a selection preference when required by the regulation (e.g., eligible in-place families, qualifying families for “excepted units,” mobility impaired persons for accessible units).

17-VI.E. OFFER OF PBV ASSISTANCE

Refusal of Offer [24 CFR 983.251(e)(3)]

The PHA is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

- Refuse to list the applicant on the waiting list for tenant-based voucher assistance;
- Deny any admission preference for which the applicant qualifies;
- Change the applicant’s place on the waiting list based on preference, date, and time of application, or other factors affecting selection under the PHA’s selection policy;
- Remove the applicant from the tenant-based voucher waiting list.

Disapproval by Landlord [24 CFR 983.251(e)(2)]

If a PBV owner rejects a family for admission to the owner’s units, such rejection may not affect the family’s position on the tenant-based voucher waiting list.

Acceptance of Offer [24 CFR 983.252]

Family Briefing

When a family accepts an offer for PBV assistance, the PHA must give the family an oral briefing. The briefing must include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, the PHA must provide a briefing packet that explains how the PHA determines the total tenant payment for a family, the family obligations under the program, and applicable fair housing information.

Persons with Disabilities

If an applicant family’s head or spouse is disabled, the PHA must assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available (see Chapter 2). In addition, the PHA must have a mechanism for referring a family that includes a member with a mobility impairment to an appropriate accessible PBV unit.

Persons with Limited English Proficiency

The PHA should take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166 (see Chapter 2).

17-VI.F. OWNER SELECTION OF TENANTS

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant’s ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection [24 CFR 983.253(a)(2) and (a)(3)].

Leasing [24 CFR 983.253(a)]

During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by the PHA from the PHA's waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on the PHA's subsidy standards.

Filling Vacancies [24 CFR 983.254(a)]

The owner must promptly notify the PHA of any vacancy or expected vacancy in a contract unit. After receiving such notice, the PHA must make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. The PHA and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy.

SHA Policy

The Owner/Manager must notify the SHA in writing (mail, fax, or e-mail) within 5 business days of learning about any vacancy or expected vacancy.

The SHA will then refer the family to the Owner/Manager and the Owner/Manager will make every reasonable effort to approve a family within 3 business days of receiving the applicant from the SHA to determine if they are approved to lease within the property.

Reduction in HAP Contract Units Due to Vacancies [24 CFR 983.254(b)]

If any contract units have been vacant for 120 or more days since owner notice of the vacancy, the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (according to the bedroom size) that have been vacant for this period.

SHA Policy

If any contract units have been vacant for 120 days, the PHA will give notice to the owner that the HAP contract will be amended to reduce the number of contract units that have been vacant for this period. The PHA will provide the notice to the owner within 10 business days of the 120th day of the vacancy. The amendment to the HAP contract will be effective the 1st day of the month following the date of the PHA's notice.

17-VI.G. TENANT SCREENING [24 CFR 983.255]

PHA Responsibility

The PHA is not responsible or liable to the owner or any other person for the family's behavior or suitability for tenancy. However, the PHA may opt to screen applicants for family behavior or suitability for tenancy and may deny applicants based on such screening.

SHA Policy

The SHA will determine program eligibility. SHA will not conduct screening to determine a PBV applicant family's suitability for tenancy. Due to the property owner's more stringent screening criteria, the SHA will require that the owner screen and approve the tenant.

The PHA must provide the owner with an applicant family's current and prior address (as shown in PHA records) and the name and address (if known by the SHA) of the family's current landlord and any prior landlords.

In addition, the PHA may offer the owner other information the SHA may have about a family, including information about the tenancy history of family members or about drug trafficking and criminal activity by family members. The PHA must provide applicant families a description of the SHA policy on providing information to owners, and the PHA must give the same types of information to all owners.

The PHA may not disclose to the owner any confidential information provided in response to a request for documentation of domestic violence, dating violence, or stalking except at the written request or with the written consent of the individual providing the documentation [24 CFR 5.2007(a)(4)].

SHA Policy

SHA will inform owners of their responsibility to screen prospective tenants. SHA will not provide any additional information to the owner, such as tenancy history, criminal history, etc.

Owner Responsibility

The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to the following factors:

- Payment of rent and utility bills;
- Caring for a unit and premises;
- Respecting the rights of other residents to the peaceful enjoyment of their housing;
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and
- Compliance with other essential conditions of tenancy.