

AGENDA

Palm Beach County Housing Finance Authority

FRIDAY, NOVEMBER 8, 2024

9:00 A.M.

**Palm Beach County Airport Center
Complex**

100 Australian Avenue

1st Floor (#1-470) Training Room

West Palm Beach, FL 33406

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Executive Director - Report on agenda items

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Meeting Agenda

November 8, 2024

PBC Airport Center – First Floor Training Room 1-470
100 Australian Avenue, West Palm Beach, FL 33406

Housing Finance Authority of Palm Beach County

100 Australian Avenue, Suite 410
West Palm Beach, FL 33406
(561) 233-3656
www.pbchfa.org



Chairperson

Tracy L. Caruso

Vice Chair

Chrichet B. Mixon

Secretary

Laurie S. Dubow

Clark D. Bennett

Gary P. Eliopoulos

Robin B. Henderson

Tony "Bobby" Smith

Executive Director

David M. Brandt

dbrandt@pbc.gov

(561) 233-3652

Administrative Assistant

Jennifer M. Hamilton

jhamilto@pbc.gov

(561) 233-3656

I. Call to Order

- a. Roll call and establishment of quorum

II. Public comment on Agenda Items

III. Agenda Approval

- a. Additions, deletions, substitutions
- b. Adoption

IV. Consent Agenda

- a. Minutes of October 11, 2024 regular meeting
- b. Multifamily occupancy reports for August 2024
- c. GF Requisition 8-2024

V. Old Business

- a. Final approval of loan with Habitat for Humanity of Greater Palm Beach County – Resolution R-2024-11
- b. Update on FHLB program application

VI. New Business

- a. "Lake Shore Apartments" – acceptance of CUR and approval of bond issuance - Resolution R-2024-12
- b. Revision to Internal Operating Procedures – Resolution R-2024-13

VII. Other matters

- a. Matters of Authority members
- b. Matters of the Executive Director and Professionals
- c. Matters of the Public
- d. Next meeting date: 9:00 a.m., Friday, December 13, 2024
PBC Airport Center, First Floor - Rm. 1-470

VIII. Adjournment

"An Equal Opportunity
Affirmative Action Employer"

Official Electronic Letterhead

To: Housing Finance Authority

From: Executive Director

RE: November 8, 2024 regular meeting

Dated: November 1, 2024

IV. "Old Business" matters:

Item (a.) Final approval of loan with Habitat for Humanity of Greater Palm Beach County – Resolution R-2024-11

The HFA heard a presentation at the September meeting from representatives of Habitat for Humanity of Great Palm Beach County, Inc. ("HFH") for an up to \$2.2M loan (the "Loan"). The proceeds of the Loan would be used to repay and replace two existing lines/letters of credit with First Horizon Bank ("Bank") in Palm Beach with a balance of \$1.85M and a third line with Valley National Bank with a current outstanding balance of \$392K. All three are collateralized by 30-year 0% mortgage loans on homes constructed and sold by HFH, and have current interest rates of more than 8%. They requested funding from the HFA at 1% with the interest savings to be used to assist in the construction of 18 homes over the next two years in Lake Worth Beach, Lantana, Pahokee and South Bay. At the October meeting representatives of HFH presented a request to substitute one or both of their ReStores as collateral rather than single family mortgage loans. The HFA directed staff to continue negotiations with HFH with this alternate pledge and report back at the next meeting. They subsequently determined that the costs and delays associated with using these commercial properties as collateral were problematic and have since provided documentation for staff review on slightly more than \$2.2M of unpledged single family loan holdings.

Loan terms: As discussed and preliminarily approved by the HFA the Loan will have a term of 5-years with monthly payments \$8,000, and simple interest of 1% per annum, that would reduce the outstanding balance to around \$1.8M at maturity. HFH stated that they anticipate repaying the entire Loan amount in less than 5 years from annual grant sources and sales of portfolio mortgage assets. The Loan will be collateralized with the pledge and assignment of single family mortgage loans, and require that HFH obtain HFA

consent to the pledge or sale of their mortgage portfolio not encumbered at the time of closing of the Loan, or any prior loan not repaid from the proceeds of the Loan.

Included in the agenda is authorizing Resolution R-2024-11. The other Loan documents are available upon request. It is anticipated that the Loan once approved by the HFA would close as soon as November 15.

Staff recommends a motion to approve Resolution No. 2024-11 approving an up to \$2,2M loan to Habitat for Humanity Greater Palm Beach County and authorizing the proper HFA officers to sign Loan documents for closing.

Item (b.) Update on application for Federal Home Loan Bank program funding with Palm Beach County

The HFA board approved at the October meeting a request from the Palm Beach County Housing & Economic Development department (“HED”) to apply for \$500K of funding under the Federal Home Loan Bank of Atlanta’s (“FHLB) Heir’s Property Family Wealth Protection Fund program. The grant funds would be disbursed at the direction of HED to two or more third party not-for-profit agencies (anticipated to be Legal Aid of PBC and the Florida Rural Legal Services, Inc.) that would provide services such as the creation of estate plans, wills, deeds, trusts and clearing of titles of homes in certain low-to-moderate income census track areas of unincorporated PBC. On October 22 the Board of County Commissioners approved \$500K in matching funds as required under the grant program, and the application was submitted on October 31. FHLB will announce awards in late December.

V. “New Business” matters:

Item (a.) “Lake Shore Apartments” – acceptance of final Credit Underwriting Report and approval of bond issuance Resolution #R-2024-12

The HFA heard at the June 2024 meeting a presentation of a bond application from the Richman Group of Florida for the issuance of up to \$28M of tax exempt bonds for the acquisition and substantial rehabilitation of the 192-unit “Lake Shore Apartments” located at 4660 N. Congress Avenue in the City of West Palm Beach. The project received an initial inducement from the HFA for \$26M and a TEFRA public hearing was held in July.

However due to higher than anticipated construction costs Richman requested and the HFA approved a subsequent resolution for \$28.6M at the September 2024 meeting.

The project: The project consists of eight (8) three story walk-up buildings with 128 two-bedroom, two bath units of 950 square feet, and 64 three-bedroom, two bath units of 1,167 square feet, and a clubhouse with pool. The facility was originally financed and completed in 2005 with Florida Housing bonds and a SAIL loan. While the SAIL loan is to be repaid upon the refinancing of the project the LURA is for 50 years (2055) and requires that 7% of the units (14) be set aside at 30% or less of AMI and the balance at 60% or less of AMI. The Florida Housing LURA requires project features and amenities such as microwave oven, dishwasher and garbage disposal, double kitchen sink, ceiling fans in all bedrooms and living areas, and laundry hook-ups. In addition to the clubhouse and pool, there are two or more parking spaces for each unit, laundry facility in each common area, two tot lots, a children’s play area and pool. Resident programs include self-sufficiency programs, first time homebuyer seminars, job training, computer lab, on-site swimming lessons at least twice a year, and literacy training.

The table below lists the developer, guarantors, and major funding providers for this project:

Developer:	The Richman Group of Florida, Inc. and The Richman Group Development Corp.,
Guarantors:	Richman Lakeshore, LLC, Richman Lakeshore MM, LLC, TRG Lakeshore Member, LLC, The Richman Group of Florida, Inc., Richman Housing Development, LLC, and Richard P. Richman individually
Equity syndicator/Investor:	Richman Group Affordable Housing Corporation
Bond/Note structure:	Tax exempt first lien construction loan to be converted to a permanent loan upon completion
Construction bond/noteholder & taxable bridge loan - first mortgage lender/servicer:	CIBC Bank USA
Permanent bond/noteholder - first mortgage lender/servicer:	Citibank, N.A.
Property manager:	Richman Property Services, Inc.
General contractor	Citrus Construction Company, LLC

The financing: The HFA financing will be an initial not-to-exceed \$26.8M tax-exempt construction loan with CIBC Bank USA who will also provide the borrower with an additional taxable construction bridge loan in the amount of \$9,648,765. Interest during construction on the tax exempt note will be Secured Overnight Financing Rate (“SOFR”) plus 250 basis points and 275 basis points respectively (7.36% and 7.61% as October 21). Following construction and stabilization the tax exempt loan will be acquired from CIBC by Citibank N.A. and expected to be paid down to approximately \$22.3M based on Citi

underwriting at the time. The remaining term of the loan will 17 years with principal deferred for three years and then based on a 40-year amortization with interest rate based on the 19-year SOFR Swap Index plus 215 basis points (5.77% as of October 15).

Repayment of the seller note in the amount of \$6,480,873 will be cash flow dependent, interest at 6.87%, and a maturity in 30 years.

Other sources (and uses) available during construction are summarized from the CUR and shown in the table below:

<u>Uses of Funds for construction:</u>		<u>Sources of Funds for construction:</u>	
Purchase price	\$ 32,000,000	Low Income Housing Tax Credit equity	\$ 3,296,700
Construction costs & contingency	9,371,735	CIBC TE first mortgage	28,600,000
Financing costs	5,970,144	CIBC taxable bridge loan	9,648,765
General development costs	3,118,361	Taxable seller financing	6,480,873
Operating reserve	1,358,911	Project revenue	2,783,911
Developer fee	<u>8,506,843</u>	Deferred developer fee	<u>8,156,797</u>
Total Uses	\$60,325,994	Total Sources:	\$ 60,325,994

The following is a summary breakdown of all permanent phase sources and uses of funds showing a per unit purchase price of \$167K and budget for hard construction cost of \$49K.

<u>Uses of Funds - permanent:</u>		<u>Sources of Funds - permanent:</u>	
Purchase price	\$ 32,000,000	Low Income Housing Tax Credit equity	\$ 20,604,376
Construction costs & contingency	9,371,735	Note permanent amount	22,300,000
Financing and cap interest	5,970,144	Income from operations	2,783,948
General development costs	3,118,361	Seller Note	6,480,873
Operating reserve	1,358,911		
Developer fee	<u>8,506,843</u>	Deferred developer fee	<u>8,156,797</u>
Total Uses	\$ 60,325,994	Total Sources:	\$ 60,325,994

The appraisal results reported in the CUR show a pre-rehab value of \$32M with market rents and a \$51.9M valuation post rehab. The valuation post rehab with restricted rents is \$33.2M. The \$22.3M perm loan first mortgage amount equates to a 67% LTV and a debt service coverage ratio of 1.11x. Total perm debt is anticipated to be \$28.8M for a LTV of 87%, and a debt service coverage ratio of .85x. The “break-even” ratio (debt service + operating expense/gross revenue) is 90.4% on the first mortgage perm loan debt service; ratios at or below 85% are considered very strong.

The rehabilitation would include roof replacements, new impact-rate windows, exterior stucco repairs, railings and exterior and common area painting, patching, resealing and striping of parking lots, landscaping, replace clubhouse kitchen cabinets and counter tops, kitchen fixtures and flooring, restroom and washroom equipment and fixtures, and HVAC equipment. The rehab of residential units will include new kitchen/bath room fixtures/cabinets and appliances, HVAC units, flooring, baseboards, doors, window treatments, plumbing and energy efficient light and GFCI fixtures. They anticipate rehabilitating the units without need to relocate existing residents. Rehabilitation is expected to be completed in approximately 18 months.

Authorizing resolution: Included in the agenda materials is Resolution R-2024-12 without exhibits, prepared by Steve Sanford of Greenberg Traurig as bond counsel, and the recommendations section of the credit underwriting report. The resolution exhibits, including the fully CUR, are available upon request. The resolution authorizes the issuance of a not-to-exceed \$28.6M note, the need for a negotiated sale of the note, the appointment of US Bank as fiscal agent, and the approval of the forms of and execution of: the funding loan agreement with CIBC, the project loan agreement with the borrower, the project note, mortgage and assignment thereof to US Bank; the land use restriction agreement with a 30-year affordability period; the fee guaranty and environmental indemnity agreement with the guarantors listed in the table above, and acceptance of the final Credit Underwriting Report (Summary section included in the agenda). The Board of County Commission approved the results of the TEFRA hearing and the issuance of the bonds at their October 22, 2024 meeting. The scheduled closing date is November 14th.

Staff recommends a motion to approve Resolution No. R-2024-12 authorizing the issuance of not to exceed \$28,600,000 Multifamily Mortgage Revenue Note, Series 2024 (Lakeshore Apartments).

Item (b.) Revision to Internal Operating Procedures – Resolution R-2024-13

As discussed at the October meeting the PBC ordinance creating the HFA includes a section on meeting attendance (see below). As you know there must be four members present in person to establish a quorum; GC Miller indicated that this is a state law requirement. Under the HFA's Internal Operating Procedures once a quorum has been met a member who cannot physically attend for personal health reasons can participate and vote virtually with the approval of the Chair. I stated that from time to time there have been instances where a member has missed a meeting due to be out of the county and has been received an excused absence by the HFA board. The question of personal hardship was discussed and concluded that this should also be a consideration for an

approved absence by a majority vote. Included in the agenda materials is a resolution revising the HFA procedures to provide for an excused absence for failure to attend a meeting due to illness, being out of the county, or personal hardship, as approved by the HFA board.

So far for calendar year 2024 Mrs. Henderson and Mrs. Caruso missed two meetings that and did not attend virtually when out of the county, and Ms. Mixon two meetings one out of county and the other a trial date (i.e. hardship). All of these were approved as excused absences by the HFA board as consent agenda items at a subsequent meeting. Both Mr. Bennett and Mr. Eliopoulos (business presentations) missed two meetings each which may be deemed hardship.

Staff recommends a motion to approve Resolution No. R-2024-13 revising the HFA's Internal Operating Procedures and to consider the approval of out of county and hardship absences as outlined in the above paragraph.

Tab 1

IV. Consent Items - attachments

- a.** Minutes of October 11, 2024 regular meeting and public hearing
- b.** Multifamily occupancy report for August 2024
- c.** General Fund Requisition 8-2024

HOUSING FINANCE AUTHORITY
OF PALM BEACH COUNTY
MEETING MINUTES

Meeting Date & Time:

9:00 AM, Friday October 11, 2024

Location:

PBC Airport Center
100 Australian Avenue
1st Floor, Room # 1-470
West Palm Beach

Attendance in person:

Jennifer Thomason, Berto Gonzalez & Tara Okler - Habitat
for Humanity of Greater Palm Beach County
Alan Chin Lee & Sherry Howard - PBC Housing & Economic
Development
Nicole Simpson

Attendance via web/phone:

Helen Feinberg – RBC Capital Markets
Joe Glucksman – McCurdy Senior Housing

Staff & professionals in person:

David M. Brandt, Executive Director
Jennifer Hamilton, Administrative Assistant
Skip Miller, General Counsel, Greenspoon Marder

The Executive Director (ED) advised that Mrs. Dubow had texted to say she was stuck in traffic but would be attending the meeting.

I. Call to Order

Roll call and establishment of quorum

The Chair called the meeting to order at 9:03 a.m. and asked to ED to call the roll.

Tracy Caruso, Chair – present
Chrichtet Mixon, Vice Chair – present
Laurie Dubow, Secretary – arrived after roll call
Clark Bennett – present
Gary Eliopoulos – present
Robin Henderson - present
Bobby “Tony” Smith – present

The six (6) members present at roll call constituted a quorum.

II. Public comment on Agenda Items

None

III. Agenda Approval

Mr. Eliopoulos moved approval of the Agenda. The motion was seconded by Mr. Smith and unanimously passed by a vote of 6-0.

IV. Consent Agenda

Mrs. Henderson moved approval of the Consent Agenda items. The motion was seconded by Mr. Smith and unanimously passed by a vote of 6-0.

V. Public Hearing

Item (a.) “Quiet Waters” apartments

The ED stated that the HFA must conduct a public hearing prior to the issuance of bonds. He advised that a notice was placed in the PB Post as well as posted to the HFA website all in advance of the time necessary and conduct a public hearing under the Internal Revenue Code. He opened the public hearing at 9:06 a.m. and read into the record a portion of the notice concerning the proposed issuance by the by the HFA of its Multi-Family Housing Revenue Bonds, Quiet Waters, in the aggregate principle amount of not exceeding \$10.5M. He added that the HFA had not received any public comment either by telephone, in writing or via email after the notice the public hearing was published. There was no one from the public at the meeting to provide comment and the hearing was closed at 9:09 a.m.

No action was taken.

VI. Old Business

Item (a.) Final approval of loan with Habitat for Humanity of Greater Palm Beach County – Resolution R- 2024-11

The ED summarized the discussion and action at the last meeting where representatives from Habitat for Humanity of Greater Palm Beach County (“HFH”) had presented a request for an up to a \$2.2M loan the purpose of which was to pay off three existing bank lines of credit at very high interest rates. The savings resulting from a loan with the HFA at 1% interest would be used to assist with the funding of the construction of up to eighteen new homes over the next several years. The term of the loan is to be five years, collateralized with seasoned mortgages loans from HFH’s portfolio, and a requirement that they could not sell

or further encumber their remaining mortgages without first getting HFA consent. If they do the proceeds would have to be used to pay down the HFA loan unless some other use is approved by the HFA. He advised that HFA board then give preliminary approval for the loan and authorized GC Miller and staff to prepare draft documents which were circulated to HFH. Prior to the distribution of the October meeting agenda HFH requested a change in the collateral pledge for the loan.

Mr. Berto Gonzalez of HFH stated that under their original request they planned to use as collateralize the mortgage loans currently pledged to the bank held for those lines of credit but those loans were determined to be too small, too close to maturity or lacking complete documentation to pledge so they decided it might be a little easier if the HFA would allow the use their ReStores as collateral. The ED asked if they had a recent valuation or appraisal of the stores to which Mr. Gonzalez said no but the one in Rivera Beach was purchased about 15 years ago for \$1.2M. He added that the store in Jupiter was valued at around \$700K. He indicated that if the store valuations were insufficient they could add single family mortgages as well. Mrs. Henderson said that she thought the loan-to-value with commercial property should not exceed 75%. There was further discussion about the timing of appraisals, property/causality insurance, survey and use compliance, and a Phase I or data report. Following the discussion staff indicated they would continue to work with HFH to bring back at the next meeting a loan collateral structure incorporating one or both ReStores and additional single family mortgage loans as needed.

VII. New Business

Item (a.) Discussion of participation in FHLB program with Palm Beach County

The ED advised that the PBC Housing & Economic Development (“HED”) department had talked with him about submitting an application to the Federal Home Loan Bank of Atlanta under the competitive 2024 Heir’s Property Wealth Protection Fund program for member institutions. They are making a total of \$5M for up to \$500K grants that would be used to provide services such as the creation of estate plans, wills, deeds and clearing of title for families in targeted low and moderate income census tracts. Applicants must be a FHLB member which the HFA has been for many years when we established a liquidity advanced line for recycling

single family bonds. HED would be a joint applicant and work with two or more local not-for-profit agencies that would be providing the services to be funded.

Mr. Alan Chin Lee of HED followed up with a presentation on his department's role in the application and their plan should PBC be awarded funding. PBC expects to apply for the full \$500K amount and will be providing the dollar-for-dollar required match for the grant that would be made available countywide in census tracts at or below 120% of area median income. They expect to partner with the Legal Aid Society of PBC and Florida Rural Legal Services for implementation. He stated that if the application is selected for funding there is no responsibilities for HFA as it will be just a pass through, and HED will be responsible for all of the reporting requirements.

The ED mentioned that while the HFA will be conduit for funding the FHLB grant does have like a claw-back provision if the funds aren't expended properly. He advised that if the HFA was to approve moving forward that staff recommends indemnification by PBC in the event of any repayment demand by FHLB. Ms. Mixon asked how the program would be implemented to which Mr. Lee stated if we are selected for award they'll be an agreement between the HFA and PBC for the transfer of funds from the HFA account at the FHLB to PBC. PBC will then have agreements in place with the not-for-profit agencies and will be overseeing the marketing and all other aspects of the implementation of the program from marketing to making sure all of the activities funded through the program are eligible, are taking place in the program eligible census tracks, and doing all of the reporting required by FHLB. In conjunction with PBC community, HED will be sending out mailers, working with community redevelopment agencies, PBC's CCRT and CLT's as well as those municipalities that wish to participate.

Mrs. Dubow stated that clearing title is much more of an issue for lower income families where she does a lot of work with Legal Aid with probate and estate situations. She added that it's much easier to prevent a problem by fixing it first and that she thought this would be an incredibly worthwhile effort. Mr. Lee stated that the main goal the program is preservation of generational wealth within the family. She asked who at Legal Aid would be a point of contact to which he said Tequisha Myles, and indicated she would reach out to her.

The ED advised that it was staff's recommendation for a motion to approve participation in the FHLB Heir's Property Family Wealth Protection Fund Program jointly with PBC and authorize staff to submit an application for the funding prior to October 31, 2024, subject to the PBC agreeing, in a form acceptable to general

counsel, prior to disbursement of funds to reimburse the HFA for any amount the HFA is required to repay the FHLB due to misuse of grant funds. Ms. Mixon moved approval of staff's recommendation. The motion was seconded by Mr. Smith and passed unanimously by a vote of 7-0.

VIII. Other matters

Item (a.) Matters of Authority members

Mr. Bennett asked RBC representative Helen Feinberg how she and their staff were doing following Hurricane Milton. She stated that everyone is okay and that all but one had returned home although many still did not have power.

No action was taken.

Item (b.) Matters of the Executive Director and Professionals

The ED wanted to bring up the matter of excused absences under the HFA ordinance. He stated that the ordinance has some requirements for attendance and it also provides for the ability of the HFA board to excuse absences of a board member for personal medical, travel outside of the county, and for personal hardship which is up to the HFA board to determine. The attendance requirement for the year is at least one-half of the meetings and not missing more than three consecutive meetings. He suggested that the board consider looking at each member's absences to determine if any might be considered personal hardship.

GC Miller stated that this ordinance was drafted before virtual platforms allowed for remote appearance, and suggested that for purposes of attendance under the ordinance it's up to the HFA board to determine if virtual participation should count. Ms. Mixon stated for example that she's missed meeting due to required court hearings or travel, but that she would be open to making some accommodation for other reasons. The Chair asked GC Miller about when a member could participate virtually to which stated that if a quorum is physically present then other members can participate remotely for a health reason and vote but if it's not a health reason they can participate but not vote. He added that the HFA board could decide to treat the latter absence as excused with a change to the

HFA's internal operating procedures. The Chair stated that the Health Care District allowed virtual attendance to which GC Miller that may be permitted by special legislation that created the healthcare taxing district but that does not apply to the HFA. He said they was an emergency order during COVID that allowed remote attendance by governmental entities but that was subsequently rescinded. He advised that the internal operating procedures can be revised to excuse absences but the requirement for an in-person quorum is state law. The ED said that staff would have a suggested revision to our internal operating procedures for consideration at the next meeting.

The ED also provided a follow-up on Representative Caruso's discussion concerning a developer proposal for affordable housing on the PBC South County administrative complex site. He stated that ED agenda memo provided some background based on his review of meeting minutes and discussions with PBC staff. The BCC has authorized staff to continue with the master plan for redevelopment of complex including a property set-aside for affordable housing that will be done in conjunction with and at the same time. There will be workforce/affordable housing on that site of somewhere between 200 to 400 units but not for several more years.

The Chair asked what was happening with the \$200M GO for affordable housing to which the ED stated that PBC has done an initial issuance of \$92M and several RFP's for projects. He said that he was aware of six projects that are going to go before the BCC for funding awards by the end of this month or in early November. Several of these have received inducement resolutions of the HFA and are awaiting completion of credit underwriting for PBC which should result in bond financings coming back for HFA approval in the first half of 2025.

No action was taken.

Item (c.) **Matters of Public**

None

Item (d.) **Next meeting date:** 9:00 a.m., Friday, November 8, 2024

IX. Adjournment

A motion was made by Mr. Smith and seconded by Mr. Eliopoulos to adjourn the meeting at 9:57am. The motion passed unanimously by a vote of 7-0.

Respectfully submitted,

Executive Director

Secretary/Assistant Secretary

Housing Finance Authority of Palm Beach County
 Summary of Monthly Project Bond Program Reports
 Preliminary August 2024

	Project:	Date	Per Rent Roll		Number of		Total	Total	Current	Last	2024
		Report	or FHFC Recap:		TICs included:						
		was	New	Annual	# of	# of					
	received	Move-in's	renewal	IC's (1)	AR's (1)	units	Units	occup.	occup.	occup.	
1)	Azalea Place n/k/a Lake Mangonia) (#)(@)	9/11/24	2	14	2	1	150	144	96.0%	94.7%	92.0%
2)	Brenton At Abbey Park	9/6/24	0	n.a.	0	n.a.	160	159	99.4%	99.4%	99.4%
3)	Christian Manor (2)(#)(@)	10/25/24	5	n.a.	5	n.a.	200	187	93.5%	92.5%	87.0%
4)	Colonial Lakes	9/13/24	1	n.a.	1	n.a.	120	119	99.2%	99.2%	99.7%
5)	Courts at Village Square (#)	9/18/24	0	n.a.	0	n.a.	84	83	98.8%	98.8%	98.3%
6)	El Cid (2)(#)	9/17/24	0	n.a.	0	n.a.	73	72	98.6%	98.6%	98.5%
7)	Gould House (2)(#)	9/9/24	1	n.a.	1	n.a.	101	100	99.0%	100.0%	98.5%
8)	Heron Estates Senior (2)(#)	9/16/24	0	n.a.	0	n.a.	101	100	99.0%	99.0%	99.4%
9)	Island Cove (partial #)	9/26/24	0	n.a.	0	n.a.	60	60	100.0%	100.0%	99.2%
10)	La Joya Villages	9/3/24	1	n.a.	1	n.a.	55	55	100.0%	100.0%	100.0%
11)	Lake Delray (2)(#)	9/17/24	3	n.a.	3	n.a.	404	394	97.5%	97.5%	97.9%
12)	Lake Worth Towers (2)	9/10/24	20	n.a.	18	n.a.	195	193	99.0%	88.7%	85.1%
13)	Lakeside Commons (partial #)	9/17/24	3	n.a.	3	n.a.	99	99	100.0%	98.0%	97.6%
14)	Malibu Bay	9/17/24	0	n.a.	0	n.a.	264	254	96.2%	98.1%	97.9%
15)	Mallards Landing	9/10/24	1	n.a.	1	n.a.	163	160	98.2%	100.0%	99.6%
16)	New South Bay Villas (#)	9/9/24	3	n.a.	3	n.a.	131	126	96.2%	95.4%	92.3%
17)	Palm Gardens	8/29/24	0	4	0	4	80	80	100.0%	100.0%	100.0%
18)	Palms West	9/12/24	3	n.a.	3	n.a.	290	286	98.6%	99.0%	98.9%
19)	Paul Lawrence Dunbar Senior (2)(@)(#)	9/16/24	0	n.a.	0	n.a.	99	94	94.9%	94.9%	94.8%
20)	Pine Run Villas	10/9/24	0	n.a.	0	n.a.	63	63	100.0%	100.0%	100.0%
21)	Pinnacle Palms (2)(@)	9/13/24	2	n.a.	2	n.a.	152	149	98.0%	98.0%	98.3%
22)	Royal Palm Place (2)(#)	9/13/24	0	n.a.	0	n.a.	125	121	96.8%	98.4%	97.8%
23)	St. Andrews Residences (2)(#)	9/20/24	1	n.a.	1	n.a.	177	172	97.2%	96.0%	97.0%
24)	St. James Residences (2)(#)	9/20/24	5	n.a.	6	n.a.	148	142	95.9%	95.3%	96.1%
25)	Westgate Plaza (2)(#)	9/9/24	0	n.a.	0	n.a.	80	77	96.3%	98.8%	97.3%
26)	Woodlake (@)	9/10/24	3	n.a.	3	n.a.	224	218	97.3%	97.8%	98.5%
	Totals		54	18	53	5	3,798	3,707	97.9%	97.6%	97.0%
(1)	"IC's" are initial move-in "Tenant Income Certification" forms and "AR's" are annual recertification forms provided.										
(2)	Elderly/seniors only										
(@)	Bonds have been redeemed in whole but Qualified Project Period still in effect. (#) HAP contract.										

Housing Finance Authority of Palm Beach County
 Summary of Monthly Project Bond Program Reports
 Preliminary August 2024

		2023	2022	2021	2020	2023	2022	2021	2020	2023	2022	2021	2020
	Project:	ave.	ave.	ave.	ave.	monthly	monthly	monthly	monthly	monthly	monthly	monthly	monthly
		occup.	occup.	occup.	occup.	high	high	high	high	low	low	low	low
1)	Azalea Place (d/b/a Palm Grove)	95.3%	99.3%	97.5%	99.2%	98%	100%	100%	100%	93%	97%	95%	98%
2)	Brenton At Abbey Park	99.0%	99.2%	98.5%	97.7%	100%	100%	100%	100%	97%	97%	98%	94%
3)	Christian Manor (1)	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.
4)	Colonial Lakes	99.7%	97.8%	97.8%	98.2%	98%	100%	100%	100%	100%	95%	97%	95%
5)	Courts at Village Square	97.7%	99.1%	99.0%	98.0%	99%	100%	100%	100%	96%	98%	95%	95%
6)	El Cid	95.4%	96.5%	99.3%	99.5%	97%	99%	100%	100%	90%	96%	99%	97%
7)	Gould House	98.3%	98.3%	89.2%	n.a.	100%	100%	96%	n.a.	96%	96%	86%	n.a.
8)	Heron Estates Senior	99.9%	98.9%	99.0%	98.6%	100%	100%	100%	100%	99%	97%	97%	96%
9)	Island Cove (2)	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.
10)	La Joya Villages	99.8%	100.0%	99.8%	98.2%	100%	100%	100%	100%	98%	100%	98%	96%
11)	Lake Delray	98.6%	97.5%	97.9%	97.5%	99%	99%	99%	99%	97%	97%	97%	97%
12)	Lake Worth Towers (3)	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.
13)	Lakeside Commons	96.4%	n.a.	n.a.	n.a.	99%	n.a.	n.a.	n.a.	95%	n.a.	n.a.	n.a.
14)	Malibu Bay	96.4%	96.5%	98.5%	98.0%	98%	98%	99%	99%	93%	94%	98%	96%
15)	Mallards Landing	98.7%	98.4%	98.3%	98.1%	100%	100%	100%	100%	94%	95%	97%	90%
16)	New South Bay Villas	86.6%	95.9%	96.8%	96.7%	92%	99%	99%	100%	79%	91%	92%	90%
17)	Palm Gardens	99.0%	98.9%	98.6%	98.2%	100%	100%	100%	100%	98%	96%	96%	96%
18)	Palms West	95.7%	97.3%	95.9%	98.1%	98%	100%	99%	99%	94%	95%	93%	96%
19)	Paul Lawrence Dunbar Senior	97.1%	98.7%	99.7%	98.7%	99%	100%	100%	100%	95%	97%	99%	97%
20)	Pine Run Villas	100.0%	99.2%	99.7%	99.9%	100%	100%	100%	100%	100%	97%	98%	98%
21)	Pinnacle Palms	98.7%	98.5%	98.5%	98.3%	99%	100%	100%	100%	97%	97%	97%	97%
22)	Royal Palm Place	98.4%	99.5%	98.4%	99.3%	99%	100%	100%	100%	98%	98%	98%	98%
23)	St. Andrews Residences	97.7%	n.a.	n.a.	n.a.	99%	n.a.	n.a.	n.a.	96%	n.a.	n.a.	n.a.
24)	St. James Residences	97.7%	n.a.	n.a.	n.a.	99%	n.a.	n.a.	n.a.	97%	n.a.	n.a.	n.a.
25)	Westgate Plaza	98.0%	98.9%	97.7%	98.4%	100%	100%	100%	100%	96%	98%	95%	96%
26)	Woodlake	98.1%	97.9%	98.0%	97.1%	99%	99%	100%	100%	96%	96%	95%	92%
	Totals (4)	97.5%	98.3%	97.9%	98.3%								
(1)	Rehab completed by February 2024												
(2)	Construction completed by end of December 2023												
(3)	Rehab expected to be completed July 31, 2024		(4)	Sum of the averages of each project									

Housing Finance Authority of Palm Beach County
 Summary of Monthly Project Bond Program Reports
 Preliminary August 2024

			2023	2022	2021	2020
	Project:	Location:	occup.	occup.	occup.	occup.
			turn	turn	turn	turn
			over	over	over	over
1)	Azalea Place (d/b/a Palm Grove)	Australian Ave. south of 25st Street, WPB	7%	5%	9%	9%
2)	Brenton At Abbey Park	Forest Hill Blvd. west of Haverhill, WPB	15%	11%	19%	n.a.
3)	Christian Manor	325 Executive Center Dr., WPB	n.a.	n.a.	n.a.	n.a.
4)	Colonial Lakes	Lake Worth Rd. west of Haverhill Rd., Greenacres	6%	16%	21%	30%
5)	Courts at Village Square	NE corner of SW8th Street & Auburn Ave., Del. Bch.	6%	4%	5%	2%
6)	El Cid	315 Almeria Rd., WPB E. of US 1 and S. of Belved.	19%	11%	1%	n.a.
7)	Gould House	21000 R.&B, Coleman Blvd., BR W of 441 bet. Glades	13%	13%	n.a.	n.a.
8)	Heron Estates Senior	2003 W. 17th Street off Congress Ave, Riviera Beach	2%	10%	12%	n.a.
9)	Island Cove	1100 NW 4th Ave south of Atlantic and east I95 Delray	n.a.	n.a.	n.a.	n.a.
10)	La Joya Villages	6th Ave S. just east of US 1, Lake Worth	16%	5%	16%	9%
11)	Lake Delray	Lindell Blvd. east of I-95/south of Linton Blvd. Del. Bch	9%	9%	9%	20%
12)	Lake Worth Towers	1500 Lucerne Ave. east of I-95, Lake Worth Beach	n.a.	n.a.	n.a.	n.a.
13)	Lakeside Commons	Executive Center Dr. south of PB Lake Blvd. WPB	3%	n.a.	n.a.	n.a.
14)	Malibu Bay	Executive Center Dr. south of PB Lake Blvd. WPB	12%	13%	21%	31%
15)	Mallards Landing	1598 Quail Drive off of Westgate Ave., WPB	15%	8%	12%	n.a.
16)	New South Bay Villas	MLK and Palm Beach Road, City of South Bay	24%	11%	23%	n.a.
17)	Palm Gardens	4th Ave N. south of 10 Ave. N., Lake Worth	15%	11%	14%	14%
18)	Palms West	1551 Quail Drive off Westgate Ave, suburban WPB	15%	10%	16%	28%
19)	Paul Lawrence Dunbar Senior	906 Grant St, corner of Division and Grant, WPB	9%	7%	10%	n.a.
20)	Pine Run Villas	6th Ave S./Melaleuca west of Haverhill Rd. Lk. Worth	3%	19%	13%	14%
21)	Pinnacle Palms	Executive Center Dr. south of Congress Ave. WPB	14%	17%	14%	20%
22)	Royal Palm Place	808&906-17th St & 805&811-15th St, WPB	6%	4%	3%	n.a.
23)	St. Andrews Residences	208 Fern St., downtown WPB	6%	n.a.	n.a.	n.a.
24)	St. James Residences	400 S. Olive, downtown WPB	7%	n.a.	n.a.	n.a.
25)	Westgate Plaza	Quail Drive and Westgate Ave., suburban WPB	9%	10%	6%	4%
26)	Woodlake	N. Jog Rd. south of Okeechobee Blvd., WPB	12%	19%	15%	20%
		Totals (7)	11%	11%	13%	17%

Housing Finance Authority of Palm Beach County
 Summary of Monthly Project Bond Program Reports
 Preliminary August 2024

										Qualified					
Most restrictive tenant set aside requirements per HFA bond or other subordinate/HTC financing						Approx. QPP start date				Project Period end (approximate)					
100% HAP contract	1)	Azalea Place (d/b/a Palm Grove)		Apr-00		QPP for term of HAP									
4% @ 30% & 96% @ 60% AMI	2)	Brenton At Abbey Park		late 2020		2034									
105 units with vouchers	3)	Christian Manor		early 2023		QPP for term of vouchers									
25% @ 30%, 30% @ 50% AMI	4)	Colonial Lakes		May-13		2028									
100% HAP contract	5)	Courts at Village Square (fka Village Square Elder)		Jan-18		QPP for term of HAP									
100% HAP contract	6)	El Cid		late 2020		QPP for term of HAP									
100% HAP contract	7)	Gould House		early 2021		QPP for term of HAP									
50% HAP contract/10% @ 33% AMI	8)	Heron Estates Senior		Oct-20		QPP for term of HAP									
41% @ 30% & 59% @ ave.60% AMI	9)	Island Cove		Jul-23		QPP for term of HAP									
25% @ 50% AMI per NSP2	10)	La Joya Villages		Feb-15		2030									
100% @ 60% AMI; 50% HAP	11)	Lake Delray		Dec-16		QPP end 11/30/2031									
100% HAP contract	12)	Lake Worth Towers		Jan-24		QPP for term of HAP									
12% @ 30%; 88% @ 60%	13)	Lakeside Commons		Apr-23		QPP for term of HAP									
100% @ 60% AMI	14)	Malibu Bay		Aug-20		2020 QPP started 8/28/20									
100% @ 60% AMI	15)	Mallards Landing		Jan-20		2035									
HAP contract all but 1 unit	16)	New South Bay Villas		Apr-17		QPP for term of HAP									
17% @ 30% and 83% @ 60% AMI	17)	Palm Gardens		Nov-08		15-years from issuance is 2023									
2% @ 50% and 98% @ 60% AMI	18)	Palms West		Sep-13		2028									
100% HAP contract	19)	Paul Lawrence Dunbar Senior		Oct-17		QPP for term of HAP									
25% @ 30%/30% @ 50%/45% @ 60%	20)	Pine Run Villas		Oct-13		2028									
100% @ 60% AMI	21)	Pinnacle Palms (1)		Jul-05		QPP ends not sooner than July 1, 2022									
100% HAP contract	22)	Royal Palm Place		Dec-18		QPP for term of HAP									
100% HAP contract	23)	St. Andrews Residences		Dec-22		QPP for min. of 30 years or term of HAP									
100% @ 60% AMI	24)	St. James Residences		Dec-22		QPP for min. of 30 years or term of HAP									
100% HAP contract	25)	Westgate Plaza		Nov-12		QPP for term of HAP									
100% @ 60% AMI	26)	Woodlake		Nov-13		2028									
	(1)	PBC LURA has 60% @ 55+; FHFC has 80% @ 55+ w/no tenant under 18.													
	(2)	PBC LURA amended to 100% @ 55+ from 60+, and no tenant under 18.													



**Housing Finance Authority
of Palm Beach County**

100 Australian Avenue, Suite 410
West Palm Beach, FL 33406
(561) 233-3656
FAX: (561) 233-3657
www.pbchfa.org



Chairperson

Bobby "Tony" Smith

Vice Chair

Robin B. Henderson

Secretary

Tracy L. Caruso

Clark D. Bennett

Laurie S. Dubow

Chrichter B. Mixon

Charles V. St. Lawrence

Executive Director

David M. Brandt
dbrandt@pbcgov.org
(561) 233-3652

Administrative Assistant

Jennifer M. Hamilton
jhamilto@pbcgov.org
(561) 233-3656

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

Date: November 1, 2024

To: Sandra Swenson
U.S. Bank Corporate Trust

From: David M. Brandt, Executive Director *DB*

Re: General Fund Disbursement #8-2024

The following invoices/reimbursement requests are hereby presented for your approval and payment, with support documentation attached.

<u>PAYEE</u>	<u>AMOUNT</u>
Palm Beach County Board of County Commissioners (September)	\$ 28,158.52
Florida Department of Commerce	175.00
Greenspoon Marder (September)	<u>1,600.00</u>
Total General Fund Disbursement:	\$ 29,933.52

Approved at the board meeting of November 8, 2024

CC: Amanda Kumar, US Bank

Tab 2

V. Old Business - attachments

- a.** Final approval of loan with Habitat for Humanity of Greater Palm Beach County
 - i.** Resolution R-2024-11
- b.** Update on FHLB program application

RESOLUTION NO. 2024-11

A RESOLUTION OF THE HOUSING FINANCE AUTHORITY OF PALM BEACH COUNTY, FLORIDA; APPROVING A LOAN TO HABITAT FOR HUMANITY OF GREATER PALM BEACH COUNTY, INC. IN AN AMOUNT NOT TO EXCEED \$2,200,000; APPROVING THE FORM OF AND AUTHORIZING ENTERING INTO A LOAN AGREEMENT AND A MORTGAGE SERVICING AGREEMENT WITH HABITAT FOR HUMANITY OF PALM BEACH COUNTY, INC; AUTHORIZING ENTERING INTO OTHER LOAN DOCUMENTS CONSISTENT WITH THE LOAN AGREEMENT; APPROVING CERTAIN LOAN TERMS AS REQUIRED BY THE AUTHORITY'S POLICY FOR THE USE OF SURPLUS FUND AND WAIVING CERTAIN PROCEDURAL REQUIREMENTS OF SAID POLICY; AUTHORIZING THE PROPER OFFICERS OF THE AUTHORITY TO DO ALL THINGS NECESSARY OR ADVISABLE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE FOR THIS RESOLUTION.

WHEREAS, the Board of County Commissioners of Palm Beach County, Florida (the "Board"), has heretofore enacted an ordinance, as amended, creating the Housing Finance Authority of Palm Beach County, Florida (the "**Authority**"), pursuant to the provisions of Part IV of Chapter 159, Florida Statutes, as amended and supplemented (the "**Act**"); and

WHEREAS, the Board has heretofore adopted a resolution declaring a need for the Authority to function in order to alleviate the shortage of housing and capital for investment in housing within Palm Beach County, Florida (the "**County**"); and

WHEREAS, Habitat for Humanity of Palm Beach County, Inc. (the "**Borrower**") has submitted an unsolicited loan request (the "**Loan Request**") to the Authority for a loan of the Authority's Surplus Funds in an aggregate principal amount of not to exceed \$2,200,000 (the "**Loan**") to repay outstanding lines of credit with First Horizon Bank and Valley National Bank at significantly reduced interest rates, thus freeing up funds for the Borrower to pay for a portion of the cost of development and construction of up to eighteen homes in Palm Beach County (the "**Project**"); and

WHEREAS, the Authority, at its regular meeting on September 13, 2024, considered the Loan Request and gave conceptual approval for the Loan with a term of not to exceed five (5)

years, and an interest rate of one percent (1.00%), and authorized the preparation of loan documents for presentation to and final approval by the Authority; and

WHEREAS, based upon the Loan Request, subject to further review and analysis, the Authority has determined that the Project constitutes Eligible Housing within the meaning of the Authority's Policy for the Use of Surplus Funds ("**Policy**"); and

WHEREAS, in accordance with the Policy, the Borrower has submitted a Developer Application for Loan from Surplus Funds, and the Executive Director of the Authority and the Borrower have entered into a Draft Loan Term Sheet dated September 27, 2024 (the "**Draft Term Sheet**") and attached hereto as Exhibit "A," and

WHEREAS, the Authority wishes to enter into certain agreements with the Borrower with respect to its consideration of the Borrower's request for a Loan from the Authority's Surplus Funds and the financing of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING FINANCE AUTHORITY OF PALM BEACH COUNTY, FLORIDA:

Section 1. Recitals. The foregoing recitals stated above are hereby found by the Authority to be true and correct and incorporated into this Resolution.

Section. 2. Approval of Loan. The Authority hereby approves the making of a loan to Borrower in an aggregate principal amount of not to exceed \$2,200,000 with a term of not to exceed five (5) years and an interest rate of one percent (1.00%) per annum (the "Loan") to finance a portion of the Project, in substantial accordance with the Draft Term Sheet.

Section 3. Approval and Execution of Loan Agreement with Borrower. The Authority is hereby authorized to enter into a Loan Agreement with the Borrower in substantially the form attached as Exhibit "B" hereto (the "Loan Agreement"). The Chairperson or, in the Chairperson's absence, any other member of the Authority, is hereby authorized to execute and deliver the Loan Agreement, and the Secretary (or, in the Secretary's absence, any Assistant Secretary) of the Authority is hereby authorized to affix the Seal of the Authority and attest to the

execution of the Loan Agreement, the execution thereof by the Authority being conclusive evidence of the approval of the form of such Loan Agreement.

Section 4. Approval and Execution of Mortgage Servicing Agreement with Borrower. The Authority is hereby authorized to enter into a Mortgage Servicing Agreement with the Borrower in substantially the form attached as Exhibit "C" hereto (the "Servicing Agreement"). The Chairperson or, in the Chairperson's absence, any other member of the Authority, is hereby authorized to execute and deliver the Servicing Agreement, and the Secretary (or, in the Secretary's absence, any Assistant Secretary) of the Authority is hereby authorized to affix the Seal of the Authority and attest to the execution of the Servicing Agreement, the execution thereof by the Authority being conclusive evidence of the approval of the form of such Servicing Agreement. The Borrower may assign the Mortgage Servicing Agreement to a third party with the consent of the Executive Director of the Authority.

Section 5. Authority to Enter into Other Loan Documents. The Authority is authorized to enter into such other loan documents with the Borrower as are usual and customary for a loan of this type, so long as such documents are consistent with the provisions of the Term Sheet and the Loan Agreement. Such documents shall be in such form as may be approved by the Chairperson or other member of the Authority executing such documents, with the advice of the Executive Director and of the Authority and general counsel to the Authority, such execution and delivery to be conclusive evidence of the approval and authorization thereof by the Authority.

Section 6. No Other Rights Conferred. Except as herein otherwise expressly provided, nothing in this Resolution or in the agreements approved hereby, expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation other than the Authority or the Borrower, any right, remedy or claim, legal or equitable, under and by reason of this Resolution or such agreements, or any other agreements to which the Authority is a party and which have been approved by the Authority or any provision thereof; this

Resolution, such agreements and all of their respective provisions being intended to be and being for the sole and exclusive benefit of the Authority and the Borrower.

Section 7. Approval Required by Policy for the Use of Surplus Funds; Waiver of Non-Compliance with Policy. As required by the Policy for the Use of Surplus Funds (the "Policy"), the Authority approves (a) the term of the Loan being more than thirty six (36) months and (b) the security for the Loan being mortgages on real estate owned by the Borrower with a presumed market value of less than the maximum amount of proceeds to be disbursed. The Authority further waives non-compliance with any procedural requirements of the Policy.

Section 8. Severability. In case any one or more of the provisions of this Resolution, or of agreements approved hereby or any other agreements to which the Authority is a party and which have been approved by the Authority, shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Resolution or of such agreements.

Section 9. Further Actions; Effectiveness of Approval. The Chairperson, the Vice Chairperson, the Secretary of the Authority and the other members of the Authority, the Executive Director of the Authority, the Authority's general counsel, are hereby authorized and directed to do all acts and things required of them by the provisions of this Resolution, the agreements herein approved or any other agreements to which the Authority is a party and which have been approved by the Authority.

Section 10. Headings Not Part of this Resolution. Any headings preceding the texts of the several sections of this Resolution shall be solely for convenience of reference and shall not form a part of this Resolution, nor shall they affect its meaning, construction or effect.

Section 11. Resolution Effective. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 8th day of November, 2024.

(SEAL)

**HOUSING FINANCE AUTHORITY OF
PALM BEACH COUNTY, FLORIDA**

ATTEST:

By: _____
Name: Tracy Caruso
Title: Chairperson

By: _____
Name: _____
Title: [Assistant Secretary]

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Name: Morris G. (Skip) Miller, Esq.
Title: Attorney

EXHIBIT "A"

DRAFT LOAN TERM SHEET

EXHIBIT "B"

FORM OF LOAN AGREEMENT

EXHIBIT "C"

FORM OF MORTGAGE SERVICING AGREEMENT

Tab 3

VI. New Business - attachments

- a.** “Lake Shore Apartments – approval of bond authorizing resolution R-2024-12
 - i. Credit Underwriting Report recommendations
 - ii. Resolution R-2024-12 w.o. exhibits
- b.** Revision to Internal Operating Procedures
 - i. Resolution R-2024-13

Housing Finance Authority of Palm Beach County

Credit Underwriting Report

Lake Shore Apartments

**Tax-Exempt Multifamily Mortgage Revenue Note,
Series 2024 (Lake Shore Apartments)**

Section A: Report Summary

Section B: Supporting Information and Schedules

Prepared by

First Housing Development Corporation of Florida

FINAL REPORT

November 1, 2024

Lake Shore Apartments

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Section A
Report Summary

Recommendation

Richman Lakeshore, LLC (“Applicant”) has applied to the Housing Finance Authority of Palm Beach County (“HFAPBC”) for a Tax-Exempt Multifamily Mortgage Revenue Note (“MMRN” or “Note”) for Lake Shore Apartments (“Development”). First Housing Development Corporation of Florida (“First Housing” or “FHDC”) recommends a MMRN in the amount of \$28,600,000 for the acquisition/rehabilitation of the Development.

DEVELOPMENT & SET-ASIDES

Development Name: Lake Shore Apartments

Address: 4660 N. Congress Avenue

City: West Palm Beach Zip Code: 33407 County: Palm Beach County Size: Large

Development Category: Acquisition and Rehabilitation Development Type: Garden Apartments

Construction Type: Wood Frame Number of Stories: 3

Demographic Commitment: Primary: Family for 100% of the Units

Buildings: Residential - 8 Non-Residential - 4

Parking: Parking Spaces - 403 Accessible Spaces - 9

DDA: No SADD: No QCT: Yes Multi-Phase Boost: No QAP Boost: N/A QAP Type:

Site Acreage: 9.794 Density: 19.6038 Flood Zone Designation: X

Zoning: Multifamily Medium Density (MF-20) Flood Insurance Required?: No

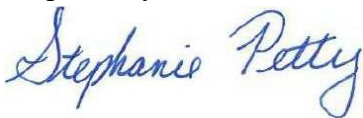
This recommendation is based upon the assumptions detailed in the Report Summary (Section A) and Supporting Information and Schedule (Section B). First Housing is recommending the following items are confirmed prior to closing:

1. Firm commitment or closing documents from CIBC Bank USA and Citibank, N.A. (construction and permanent financing, respectively) for the MMRN with terms and conditions that are not substantially different than those utilized in this credit underwriting report.
2. Closing documents for the Seller Note with terms and conditions that are not substantially different than those utilized in this credit underwriting report.
3. Upon conversion, if the permanent first mortgage loan is increased above the permanent principal amount at closing, the increase shall require the approval of First Housing.
4. Any changes to the Applicant ownership structure, as detailed on page C-5, must be provided to First Housing and approved prior to closing.
5. Receipt of an executed Management Agreement.
6. Acceptable permits or a permit ready letter.

This recommendation is only valid for six months from the date of the report.

The reader is cautioned to refer to all sections for complete information.

Prepared by:



Stephanie Petty
Senior Credit Underwriter

Reviewed by:



Ed Busansky
Senior Vice President

RESOLUTION NO. R-2024-12

A RESOLUTION OF THE HOUSING FINANCE AUTHORITY OF PALM BEACH COUNTY, FLORIDA (THE "AUTHORITY"), AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$28,600,000 HOUSING FINANCE AUTHORITY OF PALM BEACH COUNTY, FLORIDA, MULTIFAMILY MORTGAGE REVENUE NOTE, SERIES 2024 (LAKESHORE APARTMENTS) (THE "GOVERNMENTAL NOTE"), WHEREBY CIBC BANK USA WILL BE THE INITIAL PURCHASER OF THE GOVERNMENTAL NOTE; PROVIDING FOR CERTAIN DETAILS WITH RESPECT TO SUCH GOVERNMENTAL NOTE; APPOINTING A FISCAL AGENT WITH RESPECT TO THE GOVERNMENTAL NOTE; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FUNDING LOAN AGREEMENT BY AND AMONG THE AUTHORITY, CIBC BANK USA, AS THE INITIAL FUNDING LENDER AND U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS FISCAL AGENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BORROWER LOAN AGREEMENT BY AND BETWEEN THE AUTHORITY AND RICHMAN LAKESHORE, LLC, AS THE BORROWER; AUTHORIZING AND APPROVING, UPON CONVERSION, CITIBANK, N.A. AS THE PERMANENT FUNDING LENDER AND SUBSEQUENT PURCHASER OF THE GOVERNMENTAL NOTE; APPROVING THE FORM OF BORROWER NOTE EVIDENCING THE BORROWER'S OBLIGATIONS TO REPAY THE BORROWER LOAN MADE BY THE AUTHORITY WITH THE PROCEEDS RECEIVED FROM THE SALE OF THE GOVERNMENTAL NOTE; APPROVING THE FORM OF THE SECURITY INSTRUMENT SECURING THE BORROWER LOAN; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF THE ASSIGNMENT OF SECURITY INSTRUMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LAND USE RESTRICTION AGREEMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE GUARANTY AND ENVIRONMENTAL INDEMNITY AGREEMENT; DETERMINING THE NEED FOR A NEGOTIATED PRIVATE SALE OF THE GOVERNMENTAL NOTE; ACCEPTING THE CREDIT UNDERWRITING REPORT; WAIVING CERTAIN REQUIREMENTS OF THE AUTHORITY'S MULTIFAMILY GUIDELINES REGARDING THE SUBSEQUENT SALE OF THE GOVERNMENTAL NOTE; AUTHORIZING THE PROPER OFFICERS TO DO ALL THINGS NECESSARY OR ADVISABLE, INCLUDING THE EXECUTION AND DELIVERY OF ANY APPLICABLE ANCILLARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE FOR THIS RESOLUTION.

WHEREAS, the Board of County Commissioners of Palm Beach County, Florida (the "Board"), has heretofore enacted an ordinance, as amended, creating the Housing Finance Authority of Palm Beach County, Florida (the "Authority"), pursuant to the provisions of Part IV of Chapter 159, Florida Statutes, as amended and supplemented (the "Act"); and

WHEREAS, the Board has heretofore adopted a resolution declaring a need for the Authority to function in order to alleviate the shortage of housing and capital for investment in housing within Palm Beach County, Florida (the “County”); and

WHEREAS, within the County there is a shortage of housing available at prices or rentals which many persons and families can afford and a shortage of capital for investment in such housing, which shortage constitutes a threat to the health, safety, morals and welfare of the residents of the County, deprives the County of an adequate tax base, and causes the County to make excessive expenditures for crime prevention and control, public health, welfare and safety, fire and accident protection, and other public services and facilities; and

WHEREAS, the shortage of capital and housing cannot be relieved except through the encouragement of investment by private enterprise and the stimulation of construction of housing through the use of public financing; and

WHEREAS, the Authority, pursuant to the Act, may issue a governmental note in the principal amount of not to exceed \$28,600,000 evidenced by its Multifamily Mortgage Revenue Note, Series 2024 (Lakeshore Apartments) (the “Governmental Note”) in favor of CIBC Bank USA, as the initial purchaser of the Governmental Note and the Initial Funding Lender (as defined below), the proceeds of which will be loaned by the Authority to the Borrower (as defined below) (the “Borrower Loan”) to be used by the Borrower to pay a portion of the costs of the acquisition and rehabilitation of a multifamily rental housing development located in the City of West Palm Beach, Florida, known as “Lakeshore Apartments” (the “Project”); and

WHEREAS, the Project and the financing thereof will assist in alleviating the shortage of housing in the County and of capital for investment therein, will serve the purposes of the Act and the Project will constitute a “qualifying housing development” under the Act; and

WHEREAS, the Borrower Loan will be made to Richman Lakeshore, LLC, a Florida limited liability company (together with its successors and assigns, the “Borrower”) to finance a portion of the Project pursuant to the terms and provisions of that certain Borrower Loan Agreement

expected to be dated as of [November] 1, 2024 (the “Borrower Loan Agreement”), by and between the Authority and the Borrower in substantially the form attached hereto as Exhibit “A”; and

WHEREAS, CIBC Bank USA, an Illinois state chartered bank (herein, the “Initial Funding Lender”) will loan the funds to the Authority, evidenced by the Governmental Note (the “Funding Loan”) pursuant to the terms and provisions of that certain Funding Loan Agreement expected to be dated as of [November] 1, 2024 (the “Funding Loan Agreement”) by and among the Initial Funding Lender, the Authority and U.S. Bank Trust Company, National Association, as fiscal agent (the “Fiscal Agent”), in substantially the form attached hereto as Exhibit “B”; and

WHEREAS, the Governmental Note will be purchased by the Initial Funding Lender through a negotiated private placement; and

WHEREAS, the Borrower Loan shall be made pursuant to the Borrower Loan Agreement and the repayment obligations of the Borrower will be evidenced by that certain Borrower Promissory Note from the Borrower payable to the Authority (the “Borrower Note”) in substantially the form attached hereto as Exhibit “C” and will be secured by a Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the “Security Instrument”) in substantially the form attached hereto as Exhibit “D” from the Borrower to the Authority; and

WHEREAS, pursuant to that certain Assignment of Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, in substantially the form attached hereto as Exhibit “E” (the “Security Instrument Assignment”), the Authority will assign (other than certain unassigned rights) its right in the Borrower Note and Security Instrument to the Initial Funding Lender; and

WHEREAS, upon Conversion (as such term is defined in the Borrower Loan Agreement), the Governmental Note and all of the herein described instruments shall be assigned by the Initial Funding Lender to Citibank, N.A., a national banking association, as the permanent funding lender and subsequent purchaser of the Governmental Note; and

WHEREAS, the Authority desires to authorize the execution and delivery of a Land Use Restriction Agreement expected to be dated as of [November] 1, 2024, by and among the Borrower, the Fiscal Agent and the Authority in substantially the form presented at this meeting and attached hereto as Exhibit “F” (the “Restriction Agreement”), which agreement evidences certain restrictions placed on the use and occupancy of the Project as required by the County and as required under the Act, and the applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, the Governmental Note will be issued pursuant to the terms and provisions of the Funding Loan Agreement and shall be issued on a draw-down basis; and

WHEREAS, the Authority desires to authorize the execution and delivery of a Fee Guaranty and Environmental Indemnity Agreement expected to be dated as of [November] 1, 2024 from the Borrower and the other indemnitors named therein to the Authority and Fiscal Agent relating to the Governmental Note and the financing of the Project in substantially the form presented at this meeting and attached hereto as Exhibit “G” (the “Fee Guaranty”); and

WHEREAS, the Authority desires to accept the final Credit Underwriting Report delivered to the Authority by First Housing Development Corporation (“First Housing”) with respect to the Project (the “Credit Underwriting Report”); and

WHEREAS, adequate provision has been made in the documents attached hereto for the Borrower Loan by the Authority to the Borrower to finance a portion of the acquisition and rehabilitation of the Project, and for the operation, repair and maintenance of the Project at the expense of the Borrower and for the repayment by the Borrower of the Borrower Loan in installments sufficient to pay the principal of and the interest on the Governmental Note, and all costs and expenses relating thereto; and

WHEREAS, the Authority is not obligated to pay the Governmental Note except from the proceeds derived from the repayment of the Borrower Loan and other payments received from the Borrower or from the other security pledged therefor; and

WHEREAS, the Initial Funding Lender has indicated its willingness to purchase the Governmental Note through a negotiated private placement; and

WHEREAS, a negotiated sale of the Governmental Note to the Initial Funding Lender is necessary and in the best interests of the Authority for the following reasons: the Governmental Note will be a special limited obligation of the Authority payable from amounts derived from the payments by the Borrower pursuant to the Borrower Loan Agreement and certain other funds and collateral pledged therefor; the Borrower will be required to pay all costs of the Authority in connection with the issuance of the Governmental Note and the administration of the Project and to operate and maintain the Project at the Borrower's own expense; the costs of issuance of the Governmental Note, which must be borne directly or indirectly by the Borrower, would most likely be greater if the Governmental Note were sold at a public sale by competitive bids than if the Governmental Note is sold at a negotiated sale; in light of the unsettled bond market and the necessity of complying with certain requirements of the Code, it is essential that the Authority and the Borrower have maximum flexibility in structuring the Governmental Note, which flexibility would not be possible in competitive bidding; there is no basis, considering prevailing market conditions, for any expectation that the terms and conditions of a sale of the Governmental Note at public sale by competitive bids would be any more favorable than at a negotiated sale; multifamily housing revenue obligations which have the characteristics of the Governmental Note are typically sold at negotiated sale under prevailing market conditions; and the Borrower and the Initial Funding Lender have undertaken substantial negotiations with respect to the Governmental Note and the security therefor; and

WHEREAS, notice of a public hearing conducted by the Executive Director of the Authority on July 19, 2024, inviting written and oral comments and discussions concerning the issuance of the Governmental Note was published in the Palm Beach Post on July 5, 2024, in accordance with Applicable Treasury Regulations at least 7 days prior to the date of such hearing; and

WHEREAS, on October 22, 2024, the Board approved the issuance of the Governmental Note by the Authority for purposes of Section 147(f) of the Code and for purposes of the Act; and

WHEREAS, the Authority has received from the State of Florida Division of Bond Finance 2022 and 2023 carryforward private activity bond volume cap allocation for multifamily housing revenue bonds in the remaining amount of approximately \$113,621,503 which may be used by the Authority for the issuance of multifamily housing revenue obligations, including the Governmental Note; and

WHEREAS, the Authority desires to authorize the execution of such other documents deemed necessary and to be in acceptable forms as determined by its Bond Counsel and counsel to the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING FINANCE AUTHORITY OF PALM BEACH COUNTY, FLORIDA:

Section 1: Recitals. That the foregoing recitals stated above are hereby found by the Authority to be true and correct and incorporated into this Resolution.

Section 2: Definitions. That in addition to the terms defined above, the words and terms referred to in Article I of the Funding Loan Agreement and Article I of the Borrower Loan Agreement, as applicable, unless a different meaning clearly appears from the context, shall have the same meanings in this Resolution as in the Funding Loan Agreement and Borrower Loan Agreement.

Section 3: Authorization of the Governmental Note. That, for the purpose of providing funds to make the Borrower Loan to the Borrower to finance a portion of the costs of the Project, there is hereby authorized by the Authority, the loan made to the Authority to be evidenced by the Governmental Note in the aggregate principal amount of not exceeding TWENTY-EIGHT MILLION SIX HUNDRED THOUSAND DOLLARS (\$28,600,000).

Section 4: Security for the Governmental Note. That the Governmental Note will be a limited obligation of the Authority. The principal of, or redemption price and interest on, the

Governmental Note will be payable solely as provided in the Funding Loan Agreement. Neither the members of the Authority nor any other person executing the Governmental Note shall be liable personally on the Governmental Note by reason of the issuance thereof. The Governmental Note will not be a debt of the Authority, the County, the State of Florida (the "State") or any other political subdivision thereof, and neither the faith and credit nor the taxing power of the County, the State or any other political subdivision thereof will be pledged to the payment of the principal of, or redemption price and interest on, the Governmental Note. The Authority has no taxing power. The Governmental Note shall be issued on a draw-down basis.

Section 5: Approval and Execution of Borrower Loan Agreement. That the form of the Borrower Loan Agreement relating to the Borrower Loan presented at this meeting (and attached hereto as Exhibit "A") expected to be dated as of [November] 1, 2024, between the Authority and the Borrower is hereby approved and adopted by the Authority, together with such changes, modifications and deletions as may be deemed necessary and appropriate. The Chairperson (or, in the absence of the Chairperson, the Vice Chairperson or any other member of the Authority in the absence of the Vice Chairperson) is hereby authorized to execute and deliver on behalf of the Authority the Borrower Loan Agreement, and the Secretary (or, in the absence of the Secretary, any Assistant Secretary) of the Authority is authorized to affix the seal of the Authority and attest to the execution of the Borrower Loan Agreement in the form presented to this meeting together with such changes, modifications and deletions as the officer of the Authority executing the same may deem necessary and appropriate with the advice of Bond Counsel and counsel to the Authority, such execution and delivery to be conclusive evidence of the approval and authorization thereof by the Authority.

Section 6: Appointment of Fiscal Agent. That U.S. Bank Trust Company, National Association, having its designated office in Fort Lauderdale, Florida, is hereby appointed Fiscal Agent, under the Funding Loan Agreement, Borrower Loan Agreement, the Restriction

Agreement, the Fee Guaranty and any of the other documents relating to the financing of the Project.

Section 7: Approval and Execution of the Funding Loan Agreement. That the form of the Funding Loan Agreement expected to be dated as of [November] 1, 2024, by and among the Authority, the Initial Funding Lender and the Fiscal Agent in substantially the form presented at this meeting (and attached hereto as Exhibit “B”) is hereby approved and authorized by the Authority, together with such changes, modifications and deletions as may be deemed necessary and appropriate. The Chairperson (or, in the absence of the Chairperson, the Vice Chairperson or any other member of the Authority in the absence of the Vice Chairperson) is hereby authorized to execute and deliver on behalf of the Authority the Funding Loan Agreement and the Governmental Note and the Secretary (or, in the absence of the Secretary, any Assistant Secretary) of the Authority is hereby authorized to affix the seal of the Authority and attest to the execution of the Funding Loan Agreement and the Governmental Note in the forms presented to this meeting together with such changes, modifications and deletions as the officer of the Authority executing the same may deem necessary and appropriate with the advice of Bond Counsel and counsel to the Authority, such execution and delivery to be conclusive evidence of the approval and authorization thereof of the Authority.

Section 8: Details of the Governmental Note. That the proceeds of the Governmental Note, together with any other moneys received by the Fiscal Agent or the Title Company from the Borrower or any tax credit investor, shall be applied, the Governmental Note shall mature in the year, be payable in the amounts, bear interest at such rate or rates, and be subject to redemption, all as provided in the Funding Loan Agreement. The Authority hereby authorizes, pursuant to the provisions of the Funding Loan Agreement, the use of the proceeds of the Governmental Note to make the Borrower Loan to the Borrower and for the Borrower to pay a portion of the costs of the Project therefrom. The execution of the Funding Loan Agreement shall constitute approval of such terms as set forth in this Section 8.

Section 9: Approval of Form of the Borrower Note and Security Instrument. That the form of the Borrower Note given to the Authority and assigned to the Initial Funding Lender and the form of Security Instrument (with respect to the Borrower Note) in favor of the Authority and assigned to the Initial Funding Lender, in substantially the forms presented at this meeting and attached hereto as Exhibit “C” and Exhibit “D,” respectively, both expected to be dated as of the date the Governmental Note is issued, to evidence and secure the Borrower’s obligations under the Borrower Loan Agreement and the Authority’s obligations to the Initial Funding Lender under the Funding Loan Agreement are hereby approved and adopted by the Authority, together with such changes, modifications and deletions as may be deemed necessary and appropriate.

Section 10: Approval of Security Instrument Assignment. That the form of the Security Instrument Assignment with respect to the Security Instrument in substantially the form presented at this meeting and attached hereto as Exhibit “E,” expected to be dated the date of issuance of the Governmental Note, from the Authority in favor of the Initial Funding Lender is hereby approved and adopted by the Authority, together with such changes, modifications and deletions as may be deemed necessary and appropriate. The Chairperson (or, in the absence of the Chairperson, the Vice Chairperson or any other member of the Authority in the absence of the Vice Chairperson) is hereby authorized to execute and deliver on behalf of the Authority, and the Secretary (or, in the absence of the Secretary, any Assistant Secretary) of the Authority is hereby authorized to affix the seal of the Authority and attest to the execution of the Security Instrument Assignment in the form presented to this meeting together with such changes, modifications, and deletions as the officer of the Authority executing the same may deem necessary and appropriate with the advice of Bond Counsel and counsel to the Authority, such execution and delivery to be conclusive evidence of the approval and authorization thereof of the Authority.

Section 11: Approval and Execution of the Land Use Restriction Agreement. That the form of the Restriction Agreement in substantially the form presented at this meeting (and

attached hereto as Exhibit “F”), expected to be dated as of [November] 1, 2024, by and among the Authority, the Fiscal Agent and the Borrower, is hereby approved and adopted by the Authority, together with such changes, modifications and deletions as may be deemed necessary and appropriate. The Chairperson (or, in the absence of the Chairperson, the Vice Chairperson or any other member of the Authority in the absence of a Vice Chairperson) is hereby authorized to execute and deliver on behalf of the Authority, and the Secretary (or, in the absence of the Secretary, any Assistant Secretary) of the Authority is hereby authorized to affix the seal of the Authority and attest to the execution of the Restriction Agreement in the form presented to this meeting together with such changes, modifications and deletions as the officer of the Authority executing the same may deem necessary and appropriate with the advice of Bond Counsel and counsel to the Authority, such execution and delivery to be conclusive evidence of the approval and authorization thereof of the Authority.

Section 12: Approval and Execution of Fee Guaranty. That the form of the Fee Guaranty in substantially the form presented at this meeting (and attached hereto as Exhibit “G”), expected to be dated as of [November] 1, 2024, by and among the Authority, the Fiscal Agent, the Borrower and the other indemnitors named therein, is hereby approved and adopted by the Authority, together with such changes, modifications and deletions as may be deemed necessary and appropriate. The Chairperson (or, in the absence of the Chairperson, the Vice Chairperson or any other member of the Authority in the absence of a Vice Chairperson) is hereby authorized to execute and deliver on behalf of the Authority, and the Secretary (or, in the absence of the Secretary, any Assistant Secretary) of the Authority is hereby authorized to affix the seal of the Authority and attest to the execution of the Fee Guaranty in the form presented to this meeting together with such changes, modifications and deletions as the officer of the Authority executing the same may deem necessary and appropriate with the advice of Bond Counsel and counsel to the Authority, such execution and delivery to be conclusive evidence of the approval and authorization thereof of the Authority.

Section 13: Negotiated Private Sale of the Governmental Note Authorized. That, based on market conditions and the uniqueness of the program by which the Governmental Note is funded and issued, the Authority hereby finds that it is necessary and in the best interest of the Authority that the Governmental Note be sold on a negotiated private placement basis directly to the Initial Funding Lender. Upon Conversion, the Authority hereby authorizes and approves the assignment or purchase of the Governmental Note together with the Borrower Loan Agreement, the Funding Loan Agreement, the Borrower Note, the Security Instrument and such other instruments initially in favor of the Initial Funding Lender to Citibank, N.A., as the permanent Funding Lender and transferee and owner of the Governmental Note.

Section 14: Credit Underwriting Report. That the Authority accepts the Credit Underwriting Report prepared by First Housing attached hereto as Exhibit "H," subject to any open or unresolved issues constituting closing conditions specified in the Credit Underwriting Report that must be satisfied prior to the closing of the Governmental Note as evidenced by either (i) an email from First Housing confirming satisfaction of such conditions or (ii) a written waiver of any unsatisfied conditions by the Initial Funding Lender and the tax-credit investor of the Borrower.

Section 15: Ancillary Documents. That any ancillary documents relating to the Funding Loan or Governmental Note (herein, the "Ancillary Documents") in the forms approved by the Executive Director, counsel to the Authority and Bond Counsel are hereby authorized and the Chairperson or, in the absence of the Chairperson, the Vice Chairperson or any other member of the Authority in the absence of the Vice Chairperson, is hereby authorized to execute and deliver such Ancillary Documents for which the Authority is a party on behalf of the Authority and the Secretary (or, in the absence of the Secretary, any Assistant Secretary) of the Authority is hereby authorized to affix the seal of the Authority (if required) and attest (if required) to the execution of any Ancillary Documents in the forms approved by the Executive Director, counsel to the Authority and Bond Counsel, together with such changes, modifications and deletions as the officer of the Authority executing the same may deem necessary and appropriate with the

advice of Bond Counsel and counsel to the Authority, such execution and delivery to be conclusive evidence of the approval and authorization thereof of the Authority.

Section 16: Agreement of Authority. That all covenants, stipulations, obligations and agreements contained in this Resolution, in the Borrower Loan Agreement, the Funding Loan Agreement, the Fee Guaranty, the Restriction Agreement and any other agreements to which the Authority is a party and which have been hereby approved by the Authority, shall be deemed to be the covenants, stipulations, obligations and agreements of the Authority and all such covenants, stipulations, obligations and agreements shall be binding upon the Authority.

Section 17: No other Rights Conferred. That, except as herein otherwise expressly provided, nothing in this Resolution or in the Borrower Loan Agreement, the Funding Loan Agreement, the Fee Guaranty, or the Restriction Agreement, expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation other than the Authority, the Fiscal Agent, the Borrower, the Initial Funding Lender, as the initial purchaser of the Governmental Note and its permitted assigns, issued under the provisions of this Resolution and the Funding Loan Agreement, any right, remedy or claim, legal or equitable, under and by reason of this Resolution, the Borrower Loan Agreement, the Funding Loan Agreement, the Fee Guaranty, the Restriction Agreement or any other agreements to which the Authority is a party and which have been approved by the Authority or any provision thereof; this Resolution, the Borrower Loan Agreement, the Funding Loan Agreement, the Fee Guaranty or the Restriction Agreement and all of its provisions being intended to be and being for the sole and exclusive benefit of the Authority, the Fiscal Agent, the Borrower and the Initial Funding Lender and its assigns, issued under the provisions of this Resolution, the Funding Loan Agreement, the Fee Guaranty, the Restriction Agreement, the Borrower Loan Agreement and any other agreements approved by the Authority and to which the Authority is a party, as applicable.

Section 18: Severability. That, in case any one or more of the provisions of this Resolution, or of the Borrower Loan Agreement, the Funding Loan Agreement, the Fee Guaranty,

the Restriction Agreement or the Governmental Note issued hereunder, or of any other agreements to which the Authority is a party and which have been approved by the Authority, shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Resolution or of the Borrower Loan Agreement, or of the Funding Loan Agreement, the Fee Guaranty, or of the Restriction Agreement, or of said Governmental Note, or of any other documents approved by the Authority and to which the Authority is a party, but this Resolution, the Funding Loan Agreement, the Borrower Loan Agreement, the Fee Guaranty, the Restriction Agreement, the Governmental Note and any other agreements approved by the Authority and to which the Authority is a party shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained therein.

Section 19: Further Actions. That the Chairperson, the Vice Chairperson, the Secretary, any Assistant Secretary of the Authority and the other members of the Authority, the Executive Director, the Authority's general counsel or Bond Counsel, are hereby authorized and directed to do all acts and things required of them by the provisions of the Credit Underwriting Report, the Governmental Note, the Borrower Loan Agreement, the Funding Loan Agreement, the Fee Guaranty, the Restriction Agreement, the Security Instrument and the other documents herein approved and also to do all acts and things required of them by the provisions of this Resolution, including, but not limited to, the execution of such other documents that may be required for the better securing of the Governmental Note or as a condition precedent for the issuance of the Governmental Note.

Section 20: Waiver of Certain Requirements of the Authority's Multi-Family Guidelines. At the request of the initial purchaser of the Governmental Note and because the Governmental Note is initially being privately placed directly with the initial purchaser, to the extent the transfer restrictions and requirements set forth in the Funding Loan Agreement are not consistent with the Authority's Multi-family Guidelines, the Authority hereby waives only such requirements set forth in its Multi-Family Guidelines relating to private placements relating to the

Governmental Note. Such waiver shall also be applicable to the subsequent owner of the Governmental Note.

Section 21: Headings Not Part of this Resolution. That any headings preceding the texts of the several sections of this Resolution shall be solely for convenience of reference and shall not form a part of this Resolution, nor shall they affect its meaning, construction or effect.

Section 22: County Related Provisions. It is understood by the Authority that the County assumes no responsibility for monitoring compliance by the Borrower of applicable federal income tax, securities laws or other regulatory requirements.

It is understood by the Authority that the Borrower understands and agrees that it is responsible for, monitoring its compliance with all applicable federal income tax, federal securities law and other regulatory requirements, retaining adequate records of such compliance, and retaining qualified counsel to respond to or assist the Authority and the County in responding to any audit, examination or inquiry of the Internal Revenue Service, the Securities and Exchange Commission or other regulatory body.

It is understood by the Authority that the Borrower assumes responsibility for monitoring compliance with applicable provisions of federal tax laws and U.S. Treasury Regulations relative to the Governmental Note and shall retain adequate records of such compliance until at least three (3) years after the Governmental Note is retired.

It is understood by the Authority that in the event of any audit, examination, or investigation by the Internal Revenue Service with respect to the tax-exempt status of the Governmental Note or any other related tax matters, the Borrower shall be responsible for retaining qualified counsel to respond to such audit.

Section 23: Resolution Effective. That this Resolution shall take effect immediately upon its adoption.

ADOPTED this 8th day of November, 2024.

(SEAL)

**HOUSING FINANCE AUTHORITY OF
PALM BEACH COUNTY, FLORIDA**

ATTEST:

By: _____
Name: _____
Title: Chairperson/Vice Chairperson

By: _____
Name: _____
Title: Secretary/Assistant Secretary

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Name: Morris G. (Skip) Miller, Esq.
Title: General Counsel

EXHIBITS TO RESOLUTION

Exhibit A	--	Form of Borrower Loan Agreement
Exhibit B	--	Form of Funding Loan Agreement
Exhibit C	--	Form of Borrower Note
Exhibit D	--	Form of Security Instrument
Exhibit E	--	Form of Security Instrument Assignment
Exhibit F	--	Form of Land Use Restriction Agreement
Exhibit G	--	Form of Fee Guaranty and Environmental Indemnity Agreement
Exhibit H	--	Credit Underwriting Report

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RESOLUTION NO. R-2024-13

A RESOLUTION OF THE HOUSING FINANCE AUTHORITY OF PALM BEACH COUNTY, FLORIDA; APPROVING REVISIONS TO THE REVISED INTERNAL OPERATING PROCEDURES OF THE AUTHORITY ADOPTED MAY 12, 2017 AND REVISED ON JULY 21, 2017, OCTOBER 12, 2018, MARCH 13, 2020 AND AUGUST 13, 2021; AUTHORIZING THE PROPER OFFICERS OF THE AUTHORITY TO DO ALL THINGS NECESSARY OR ADVISABLE IN CONNECTION THEREWITH; REPEALING RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Palm Beach County, Florida (the “Board”), has heretofore enacted an ordinance, as amended, creating the Housing Finance Authority of Palm Beach County, Florida (the “**Authority**”), pursuant to the provisions of Part IV of Chapter 159, Florida Statutes, as amended and supplemented (the “**Act**”); and

WHEREAS, the Board has heretofore adopted a resolution declaring a need for the Authority to function in order to alleviate the shortage of housing and capital for investment in housing within Palm Beach County, Florida (the “**County**”); and

WHEREAS, the Authority, on May 12, 2017, adopted revised Internal Operating Procedures and revised those revised Internal Operating Procedures on July 21, 2017, October 12, 2018, March 13, 2018 and August 13, 2021 (collectively, the “**Internal Operating Procedures**”); and

WHEREAS, the Authority desires to further revise the Internal Operating Procedures to authorize the Authority Board to excuse the absence of a board member.

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING FINANCE AUTHORITY OF PALM BEACH COUNTY, FLORIDA:

Section 1: Recitals. The foregoing recitals stated above are hereby found by the Authority to be true and correct and incorporated into this Resolution.

Section 2: Approval and Adoption of Revision to Revised Internal Operating Procedures. The Authority hereby approves and adopts revisions to the, in the form attached as Exhibit “A” hereto (the “**Revisions**”).

Section 3: Further Actions; Effectiveness of Approval. The Chairperson, the Vice Chairperson, the Secretary of the Authority and the other members of the Authority, the Executive Director of the Authority, the Authority's general counsel, are hereby authorized and directed to do all acts and things required or permitted of them by the provisions of this Resolution.

Section 4: Headings Not Part of this Resolution. Any headings preceding the texts of the several sections of this Resolution shall be solely for convenience of reference and shall not form a part of this Resolution, nor shall they affect its meaning, construction or effect.

Section 5: Repeal of Conflicting Resolutions. Any resolutions or other action of the Authority in conflict with the provisions of the attached Revisions are, to the extent of such conflict, hereby repealed.

Section 6: Resolution Effective. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 8th day of November, 2024.

(SEAL)

**HOUSING FINANCE AUTHORITY OF
PALM BEACH COUNTY, FLORIDA**

ATTEST:

By: _____
Chairperson

By: _____
[Assistant] Secretary

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Name: Morris G. (Skip) Miller, Esq.
Title: Attorney

EXHIBIT "A"

REVISIONS TO INTERNAL OPERATING PROCEDURES

ARTICLE VII: MEETINGS

* * *

7.13. Attendance by Telephone or Other Electronic Means. If a quorum of the Authority (or any committee thereof) is physically present, the Chairperson or other officer of the Board (or committee thereof) presiding over the meeting may permit a Member who cannot physically attend (a) for personal health reasons or (b) because a quarantine has been imposed or recommended by a governmental authority that would preclude such Member from attending, to participate in discussion and vote by telephone conference or other interactive means, but only if the means of communication will allow the absent Member to participate in discussions, to be heard by other Members and the public, and to hear discussions taking place during the meeting. The appearance of a Member by telephone or other electronic device shall constitute physical attendance by that Member for all purposes other than counting towards a quorum.

The failure of a Member to attend a meeting either in person or by telephonic or other electronic device may be excused due to the illness, absence from the county, or personal hardship of such Member as determined by the Board, in each case if approved by majority vote of the Board.