

AGENDA

Palm Beach County Housing Finance Authority

FRIDAY, OCTOBER 10, 2025

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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Meeting Agenda

October 10, 2025

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

Chrichtet B. Mixon

Secretary

Laurie S. Dubow

Gary P. Eliopoulos

Robin B. Henderson

Executive Director

David M. Brandt

dbrandt@pbc.gov

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Administrative Assistant

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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 September 12, 2025 regular meeting
- b. Multifamily occupancy reports for July 2025
- c. Approval of auditor engagement letter
- d. Approval of inducement Resolution R-2025-14 for “Drexel Apartments”

V. Old Business

- a. “Calusa Pointe II” apartments - acceptance of CUR and approval of bond issuance – Resolution R-2025-15

VI. New Business

- a. Request for direction regarding AGO opinion

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, November 14, 2025
PBC Airport Center, First Floor - Rm. 1-470

VIII. Adjournment

To: Housing Finance Authority

From: Executive Director

RE: October 10, 2025 regular meeting

Dated: October 3, 2025

V. “Consent Agenda” matters:

Approvals for items c.) audit engagement with CBIZ, and d.) project inducement for “Drexel Apartments” were given by the HFA at previous meetings but the final document was not available at those times. The execution forms of both the auditor contract and Resolution R-2025-14 are included in the agenda backup.

V. “Old Business” matters:

**Item (a.) “Calusa Pointe II” apartments – acceptance of final Credit
Underwriting Report and approval of bond issuance
Resolution R-2025-15**

The application and request for inducement for this project was first considered and approved by the HFA heard at the June 2022 meeting for \$18M of tax-exempt bonds. Delays and increased construction costs resulted in a \$27M approval by the HFA in 2023, and then a final increase to \$34M in early 2025. The last TEFRA public hearing was held in February of this year with Board of County Commission approval of the HFA issuance of the bonds given in March. The project will be within the city limits of the Town of Belle Glade near the intersection of State Road 80 and County Road 827A. The project will consist of seven three story buildings with 168 two and three bedroom/two bath of 994 and 1,130 square feet. Amenities are to include a wellness/fitness center, computer stations, on-site offices for visiting physicians and a large community room and elevated patio on the second floor. Resident programs will include assurance check-ins, social activities and coordination of home healthcare services. Income limits range from 22% of Area Median Income (“AMI”) to 70% of AMI with rents at the low end of \$504 and \$1,741 at the highest income level. The latter rents are approximately \$300 below the maximum 4% housing tax credit limit.

The table below lists the developer/borrower, guarantors, and the equity/first lien funding providers for this project:

Developer:	Southport Development, Inc., Tampa, FL, J. David Page President/Director
Borrower:	SP Field LLC, Miyazaki, LLC as general partner, and special limited partner Safehold, LLC
Guarantors:	SP Field, LLC, SP Field Manager, LLC, SP and 40 LLC, Southport Development, Inc. and J. David Page individually
Equity syndicator/Investor:	Raymond James
Bond structure:	Tax-exempt public offering of cash collateralized Series A (term of approx. 18 years) and Series B (term of not more than 36 months)
Construction period first mortgage lender/servicer:	TD Bank taxable \$34M construction loan with a term of 30 months
Permanent bond first mortgage lender/servicer	Freddie Mac credit facility/Berkadia Commercial Mortgage LLC
Property manager:	Cambridge Management Inc.
General contractor	Newco Construction d/b/a Wichman Construction

The financing: The HFA financing will be a cash collateralized rated not exceeding \$34M tax-exempt bond issuance consisting of approximately \$22M of Series A and \$12M of Series B bonds with an expected “Aa1/Aa1VMIG 1” rating from Moody’s, underwritten and offered by RBC Capital Markets. There will also be a \$34M taxable construction loan from TD Bank. Both series of bonds will be secured by US Treasury obligations with the Series B bonds being redeemed in whole upon completion of construction and conversion to perm, and the collateral securing the Series A bonds will be released at conversion when the Freddie Mac credit facility is substituted for the cash collateral and used to repay the TD Bank construction loan. The bonds are interest-only during the construction period followed by principal amortization based on 40-years with a 15-year term balloon. The interest rate on the bonds will be determined when underwritten by RBC but projected in the credit underwriting report (“CUR”) at 4.9% for the Series A and 3.70% for the Series B. The \$34M construction loan from TD Bank has a floating rate projected in the CUR of 6.69% based on the then current overnight bank rates on or about June 10.

There will be a total of four subordinate lien loans from the Florida Housing Finance Corporation (“FHFC”) and PBC. The small FHFC SAIL loan has an interest rate of 1% payable from excess cash flow, and the larger HOME/ARP is 0% interest and can be forgiven upon certain conditions. The larger PBC HBLP loan is at 1% interest with deferred principal until the tenth year and due in twenty years; the smaller SHIP/ARPA loan is 0% and due in 18 years.

Construction and permanent funding sources are summarized from the CUR prepared by First Housing and dated June 10, 2025, and shown in the table below:

<u>Sources of Funds:</u>	<u>Construction</u>	<u>Permanent</u>
HFA bonds	\$ 34,000,000	\$ 20,050,000
Low Income Housing Tax Credit equity	10,604,288	26,510,719
FHFC – SAIL loan	250,000	250,000
FHFC – HOME/ARP loan	1,458,500	1,458,500
PBC Housing Bond Loan Program	7,560,000	7,560,000
PBC SHIP-ARPA loan	2,500,000	2,500,000
Bond investment income	3,845,400	3,845,400
Deferred developer fee	<u>4,653,744</u>	<u>2,697,313</u>
Total Sources:	\$ 64,871,932	\$ 64,871,932

The following is a summary of uses of funds showing a per unit total development cost of \$386,142.

<u>Uses of Funds</u>	
Land cost	\$1,000,000
Construction costs & contingency	41,638,684
Financing and cap interest	7,718,081
General development costs	4,209,076
Operating reserve	664,240
Developer fee	<u>9,641,851</u>
Total Uses	\$ 64,871,932

The appraisal results reported in the CUR show a \$34.4M value at unrestricted rents and a \$28.3M valuation subject to restricted rents. The projected \$20M perm loan first mortgage amount equates to a 71% LTV and a projected debt service coverage ratio of 1.11x.

Authorizing resolution: Included in the agenda materials is Resolution R-2025-15 without exhibits, prepared by Steve Sanford and Carl McCarthy of Greenberg Traurig, as bond counsel, and the full CUR. Any of the resolution exhibits are available upon request. The resolution authorizes the issuance of not-to-exceed \$34M of bonds, the need for a negotiated sale of the bonds, the appointment of US Bank as bond trustee, and the approval of the forms of and execution of: the trust indenture, the financing agreement with the borrower/project owner SP Field, LLC, the assignment of the project mortgage to US Bank as trustee; the intercreditor agreement with Freddie Mac; the land use restriction agreement with the borrower/owner (the FHFC loan will have a 99-year affordability period and provision for ad valorem tax exemption); the bond purchase agreement with RBC Capital Markets, the preliminary official statement of the HFA for the marketing of the bonds by RBC Capital Markets, the fee guaranty and indemnity

agreement with the borrower/owner and guarantors listed in the table above, and acceptance of the CUR. The six conditions listed in the CUR on pages A-1 and A-2 will need to be satisfied prior to the closing, presently scheduled for October 29, as evidenced by email confirmation from First Housing or a written waiver of any unsatisfied conditions by TD Bank as construction lender and Raymond James as tax credit investor. The most recent update on a bond closing is now mid-November.

Staff recommends a motion to approve Resolution No. R-2025-15 authorizing the issuance of not to exceed \$34,000,000 Multifamily Mortgage Revenue Bonds (Calusa Pointe II), Series 2025.

VI. “New Business” matters:

Item (a.) Request for direction regarding FL Attorney General Opinion

Back on September 9 the BCC approved the appointment of Commissioner Baxter’s selection of her aide Sasha Lopez to complete the remaining term of former HFA board member Tony Smith. GC Miller thought it was unusual for a county employee to be appointed to the HFA and found that the state statute authorizing the creation of housing finance authority prohibits an officer or employee of that county from being a board member as follows:

Ch 159.605 (3) Until the members of the housing finance authority are appointed, the governing body of the county for which the housing finance authority is created and the chair of the housing finance authority shall have full authority to carry out the powers of a housing finance authority under this act; however, the governing body shall not delegate its authority to the chair under this provision. Except as provided in this section, no member of the housing finance authority may be an officer or employee of the county for which the housing finance authority is created.”

After discussing this with me he made PBC staff aware of this provision and they in turn referred the matter to the County Attorney’s office. David Ottey from the County Attorney’s office advised that in the County Attorney’s opinion, Ms. Lopez is not a county employee. Rather, according to him, Ms. Lopez was in fact personally hired by the Vice Mayor as a member of the Vice Mayor’s personal staff and serves at the pleasure of the Vice Mayor. His conclusion was that Ms. Lopez should not be considered ineligible to serve as a member of the HFA based on her employment status as the Vice Mayor’s personal staff.

GC Miller advised that in his opinion the County's interpretation at a minimum is contrary to the plain meaning of the words. His primary legal concern is that if the County's interpretation is wrong, it could invalidate action taken by the HFA board if Ms. Lopez's attendance was necessary to establish a quorum, or if her vote was the deciding vote on a matter. He added this has nothing to do with Ms. Lopez or Commissioner Baxter individually, or with the wisdom of the appointment.

He believes that the only way to assure the HFA of the validity and enforceability of its actions is to seek an opinion from the Florida Attorney General. Included in the agenda materials are the guidelines he provided me for requesting an opinion. He added that making a request requires the affirmative vote of a majority of the members of the HFA board, not just a majority of a quorum. Also, that until and unless the Florida Attorney General opines that Ms. Lopez cannot be on the HFA board, she should be treated as a member of the HFA board. To protect the validity of action taken by the HFA, he recommends that four board members are present at board meetings in addition to Ms. Lopez.

Staff recommends a motion: to seek an opinion from the Florida AGO regarding HFA board member eligibility of a county commission aide.

Tab 1

IV. Consent Items – attachments included

- a. Minutes of September 12, 2025 meeting
- b. Multi-family occupancy report for July 2025
- c. Approval of auditor engagement letter
- d. Approval of inducement Resolution R-2025-14 for “Drexel Apartments”

Housing Finance Authority Of Palm Beach County Meeting Minutes

Meeting Date & Time:

9:00 AM, Friday September 12, 2025

Location:

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

Attendance in person:

Jonathan Brown, Director - PBC Housing & Economic
Development
Carlos Serrano, Division Director - PBC HED
Tara Okler – Habitat for Humanity of Greater PBC

Attendance via web/phone:

Mauricio Teran – Housing Trust Group
Dan Walesky – Sun Foundation
Carl McCarthy – Greenberg Traurig

Staff & professionals in person:

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

I. Call to Order

a. Roll call and establishment of quorum

The Chair called the meeting to order at 9:11 a.m. The Executive Director (“ED”) advised that two new board members had been appointed earlier in the week, and that while he had contacted them, he wasn’t sure if either were going to attend the meeting.

Tracy Caruso, Chair – present
Chrichtet Mixon, Vice Chair – present
Laurie Dubow, Secretary – absent at roll
Gary Eliopoulos – present
Joseph Gibbons – present
Robin Henderson - present
Sasha Lopez - absent

The Executive Director stated that the five (5) members present constituted a quorum. He added that Mrs. Dubow called and would be arriving late due to traffic.

II. Public comment on Agenda Items

There was no public comment.

III. Agenda Approval

Mr. Eliopoulos moved approval of the agenda. The motion was seconded by Mrs. Henderson and unanimously passed by a vote of 5-0.

IV. Consent Agenda

The ED mentioned that the minutes from the last regular meeting, the public hearing that was held for Palm Park, and the audit selection committee minutes were sent to the board after the agenda package and now include the scoring sheets from audit selection meeting.

Mr. Gibbons moved approval of the Consent Agenda Items. The motion was seconded by Ms. Mixon and unanimously passed by a vote of 5-0.

The ED stated that Jonathan Brown and Carlos Serrano with the PBC Department of Housing & Economic Development (“HED”) were present and asked if they could make a presentation regarding some recent changes in policy that the Board of County Commission (“BCC”) had implemented concerning the funding of affordable housing.

Mr. Brown stated that over the past few years some of the non-profit developers have been experiencing problems with rising costs and have had to come back to the BCC for additional monies. As a result, the BCC has implemented new procedures in connection with the funding of housing developments. Mr. Serrano stated that these directives were approved at their June 3 meeting. They outlined certain conditions that they would want to see projects meet prior to funding approval, loan closing and disbursement of county funds per a memo they shared with the HFA. In general, the process requires multiple BCC approvals starting with conceptual approval based on staff recommendation to proceed to credit underwriting HED staff or one of their third party contracted underwriters. The BCC wants to see construction pricing from the selected contractor for the project, updated prior to final BCC approval as well as funding commitments from all other funding sources for the project. Prior to closing they want the actual construction contract that would be executed at or after closing, and that PBC funding will only close simultaneously with all other financing sources. Before dispersing funds, the development approvals must be completed and it is permit ready.

[ED note: Mrs. Dubow arrived at 9:19am]

Mr. Brown stated that going forward they will continue to pay for predevelopment costs but only after all of these preconditions for disbursement of funds have been met. The non-profit community typically do not have the capital to cover predevelopment costs and suggested that maybe this is something that the HFA could consider funding. So instead of reimbursement of advances in 30-90 days it may now be six months or more.

The ED stated that he felt there are two concepts here the first being fronting true predevelopment which might not ever go forward, and the second is situations where HED may not quickly reimburse costs. He stated that Florida Housing has a predevelopment loan program for affordable housing, but he was not sure about their capacity. He added the second situation is what has been requested with the “Legacy @ 45th Street” project where HED is not willing to reimburse the costs of the manufactured units that the PBCHA wants to purchase that are to be fabricated overseas until they are delivered on the building site. He reminded the board that it had rejected the idea of taking on the risk of not being reimbursed due to non-delivery or other potential issues.

The Chair asked Mr. Brown if they were expecting the HFA to be putting money into

projects that PBC may say they don't like and not fund. Mr. Brown stated that Legacy is already approved for funding by PBC, but they cannot release monies until the infrastructure has been completed. He went on to say with other projects they've asked the developer to look to city where the project is located to seek additional funding, and for non-profits to do other fund raising to cover cost shortfalls. He said on Legacy they're had conversations regarding tariffs, PBCHA has gotten updated pricing, there is an agreement between PBCHA and Container Homes USA, located in the Midwest but the manufacturing plant is in Dubai, and is ready to proceed with an additional \$1.5M of PBC funds bring the total investment to \$6.8M, but PBC will not reimburse until the product is delivered to the site.

The Chair and Mrs. Dubow both expressed concerns about the HFA advancing funds without assurance of repayment. Mr. Brown stated that he doesn't see that happening because PBC has an agreement saying it will reimburse upon delivery, and he doesn't see PBC going back on the written agreement. General counsel Skip Miller stated that while he's not an expert there could be some reimbursement risk like if the units are defective, or if there was a trade war and they weren't delivered. The Chair suggested PBC guarantee that the HFA gets reimbursed within a reasonable period because there could potentially be months or even years if there were delivery or product issues. Mr. Brown stated that should be part of your considerations, but what they have advised us is the cost they're looking for the HFA to advance now is just to finish the infrastructure because they don't have to pay for the containers until they arrive at the port. PBC won't pay for containers or the additional costs until the containers are delivered on site. Mr. Eliopoulos stated that his issue, as he stated in previous meetings regarding Legacy, is that while he doesn't have an issue with foreign manufacturing, he is concerned with products of foreign companies that are not compatible with Florida weather.

There was no action taken on this matter.

V. Old Business

Item (a.) Approval of General Fund Budget and fund allocations for Fiscal Year 2025/2026 – Resolution R-2025-12

The ED that a draft FY 25/26 general fund budget and fund allocations was discussed at the August meeting and posted to the HFA website per statute. With new board member Mr. Gibbons, he did a summary of the HFA's sources of revenue as well as expenditures. Following the discussion he added that he made one change to the fund allocations in which is recommended an increase in the revolving loan fund amount from \$9.3M to \$10.3M to reflect the possible restart of the Riviera Beach CDC "Villas of Salana" for-sale

townhome project which he had previously been told would not be needing revolving loan funds for probably another year.

The ED stated that staff's recommendation is **a motion to approve Resolution R-2025-12 for a general fund budget for Fiscal Year 2025/2026 in accordance with Chapter 189.016 F.S., and to confirm the three funding allocations above with an increase for the revolving loan fund to \$10.3M. Mr. Gibbons moved approval and the motion was seconded by Mrs. Henderson. The motion was unanimously passed by a vote of 6-0.**

Item (b.) "Waterview Apartments at Mangonia Park" – acceptance of final Credit Underwriting Report and approval of bond issuance Resolution R-2025-13

The ED stated this item is the final action for the issuance of bonds for the "Waterview Apartments at Mangonia Park" rental apartments project including the acceptance of the final credit underwriting report ("CUR"). Dan Walesky representing the developer and Carl McCarthy, bond council for the transaction with Greenberg Traurig, are presenting this matter virtually.

Mr. Welesky stated that Waterview apartments had been in the works for a couple of years now, 140 units dedicated to seniors, 100% percent affordable with 56 Section 8 vouchers that will serve extremely low-income tenants. He stated the HAP contract is the last step in the process and that they should be able to close within seven days of getting the permit issued, which is expected in the following week.

The ED stated that the HFA implemented at the August meeting a requirement that if a developer was requesting 99-year affordability language in order to apply for ad valorem tax exempt on the newly revised Florida Statue, that the borrower/developer obtain an acknowledgement letter from the affected taxing community. He advised that Mr. Walesky submitted this letter from the Town of Mangonia Park. He briefly summarized the approval for the issuance of a \$26M tax exempt note to be purchased by R4 Capital which is also doing the equity syndication of the 4% low-income housing tax credits on the project. PBC has \$13M in funding from two different sources at 0% interest and a term of 20 years. He stated his agenda memo laid out the sources of funding during the construction period and upon conversion to perm. The CUR gave a favorable recommendation with a number of conditions that for a final release will have to be satisfied in writing or waived by R4.

Mr. McCarthy stated that he's shareholders partner at the law firm of Greenberg Traurig, acting as bond counsel on this transaction. The function of bond council is

to give the investor or bondholder an opinion of law that the bonds are duly authorized and that their income is tax exempt. Bond counsel provides that opinion and prepares the authorizing resolution and supporting documents listed therein as exhibits. He stated this transaction is a funding loan agreement type structure, then summarized the key exhibits that essentially govern the transaction.

The ED stated that staff's recommendation is **a motion to approve Resolution R-2025-13 authorizing the issuance of not exceeding \$26,000,000 Multifamily Housing Revenue Note (Waterview Apartments), Series 2025. Mrs. Henderson moved approval and the motion seconded by Mrs. Dubow. The motion was unanimously passed by a vote of 6-0.**

VI. New Business

Item (a.) "Drexel Senior Apartments – multi-family bond application presentation by Housing Trust Group/PBCHA and authorization for inducement

The ED stated that this item is a presentation by Mauricio Teran of The Housing Trust Group (HTG") of their multifamily bond application a rental project currently called Drexel Senior Apartments.

Mr. Teran who was presently virtually, introduced himself and the company, and began by stating that while "senior" is currently part of the project name that it is an affordable housing project for families. It is to be developed in partnership with the PBCHA's not-for-profit Spectra Organization. The property is already owned by PBCHA and has an existing public housing project currently being operated. He provided some background information on HTG and its affordable housing development and portfolio.

He stated the project has received an award of \$11.6M of SAIL funding from Florida Housing and has been invited to credit underwriting. It will be a single 188 unit building for families on a vacant ten-acre site located just northwest of PBIA by the Florida Turnpike. Once completed the residents of the existing 100 senior unit public housing community on the adjacent site will move over to the new building, and the old project will be demolished and ultimately replaced with a new facility. This facility is being financed under Florida Housing's Live Local program for mixed income, mixed use developments, and so one of the requirements is that 50% of our units have to be at 80% Area Median Income ("AMI"). The 100 units for seniors will continue to have project-based vouchers, and the remaining 88 units will be affordable housing for individuals and families. The site plan includes a swimming pool, dog park, pickleball courts and a

playground. They will also have office space for Spectra. They will also have a generator and a multipurpose club room on the 7th floor with outdoor space. Resident programs will include employment assistance, financial management and homeownership opportunity programs at no cost to residents. The project also has a conditional commitment from PBC in the amount of \$13.1M. They anticipate closing and starting construction around the third quarter of 2026.

Mr. Eliopoulos and Mrs. Dubow had questions about the small number of two-bedroom units if this was to be a project for families. Mr. Teran stated that the Florida Housing financing requires the project to be “family” but with a minimum of 100 units for seniors it will likely be more of a senior population.

The ED stated the recommendation of staff is to accept the application and authorize the preparation of an inducement resolution for the next HFA meeting. While the application requested \$49M of bonds the amount is based upon the old 50% or more of the basis requirement that has now been reduced to 25%, which would mean a bond issue closer to \$25M. While staff is recommending inducement at the higher amount we will include in the Memorandum of Agreement between the HFA and the developer that they will do everything possible to keep the final issue amount as close to the 25% minimum threshold requirement as possible.

The ED stated that staff recommends a motion to accept the bond application and authorized staff to prepare an inducement resolution for the issuance of not exceeding \$49M multifamily housing revenue bonds for Drexel Apartments. Mr. Eliopoulos moved approval. The motion was seconded by Gibbons and unanimously passed by a vote of 6-0.

Item (b.) Habitat for Humanity of Greater PBC – second request to sell Portfolio mortgage loans

The ED stated that about a year ago the HFA entered into a 5-year \$2.2M balloon loan with Habitat for Humanity of Greater Palm Beach County (“HFA”) which is secured by a pledge and assignment of single family home mortgages, and the loan terms restricted HFH’s ability to sell other unencumbered portfolio mortgages without getting the consent of the HFA and only if proceeds of the sale would be used to paydown the \$2.2M loan. Back in May of this year HFH came before the HFA board with a request to sell up to six mortgages to a local bank looking for CRA credits, and to use the proceeds for other programs of the HFH rather than loan repayment. The HFA consented to both requests.

Tara Okler, Chief Operating Officer of HFH, was in attendance and stated that the same bank that they worked with back in May reached out to them again looking to purchase additional more specific types of loans in specific areas and income category. They found five loans with a balance of around \$500K that meet First Horizon Bank's specific CRA needs. In addition, she added that when HFH completes and sells a home they don't receive any proceeds so there is a continuing need to sell their portfolio loans when the opportunity for a sale arises. It costs HFH between \$275K to \$300K to build a home that comes from fund raising. Looking at the upcoming year, she said they want to build more homes than last year and to do so are looking at selling a total of \$2.5M of mortgage assets by June 30, 2026, from their current portfolio of 109 unencumbered loans with a value of \$7.8M. She stated they expect to add about \$4M to the portfolio during this fiscal year from home sales.

The ED stated that HFH is talking about three loan sales of \$500K before the end of September and then an additional \$2M before the close of their June 30, 2026, fiscal year. There are a number options the HFA could consider including a waiver of the pay down requirement for any of the three sales, but he would recommend some kind of coverage level of unencumbered loans to the amount of the HFA loan balance outstanding. Setting aside their projection of closing on an additional \$4M of loans before the end of their fiscal year a sale of \$2.5M would leave \$5.4M which is roughly two and a half times the HFA loan balance outstanding. He suggested a requirement to maintain a two and a half times coverage would be reasonable, but with a balloon payment coming up in year five a plan for repaying this should be presented.

Mrs. Dubow asked how HFH handles delinquencies, to which Ms. Okler said they work very closely with the homeowners and offer them options with the first step, typically a payment plan to get them back on track within twelve months. If the payment plan doesn't seem to be an option, they then look at helping the homeowner get government foreclosure prevention assistance. If it's a situation where it seems very unlikely that they will be able to continue repayment, the next option would be a home sale. In recent years the payment issue has been homeowners' insurance, so they assist with shopping for a policy or reducing coverage when advisable. The ED added that one of the HFA loan provisions is a requirement on the part of HFH to substitute collateral if an encumbered loan goes into default.

Ms. Okler stated that in the past HFH sold loans at a discount when they needed based on their budget needs, and so in this situation the bank is still saying they would purchase at par, they would love to take advantage of this great opportunity.

The ED stated that in addition to requiring a 2.5x coverage under the HFA loan that they come back with a plan for repaying the balance at the end of the balloon term. When the loan was considered in 2024, Jennifer Tomlison, their new CEO, gave a generalization as to how they intended to pay off the loan including a sale their office buildings. He said his understanding is they've recently moved rent free to a bank building in Lake Worth. Ms. Olker added that their former office building is under contract, but the buyers requested an extension of the due diligence period. They did move out of the Riviera Beach office which had been a lease. Mrs. Henderson asked about their ReStore operations to which Ms. Okler said they still have all four, that Jupiter and Riviera are doing very well but that Delray and Greenacres are not.

The Chair asked if anyone had a motion. GC Mr. Miller stated that the motion might be **to allow the first \$500K sale of mortgages and waive the requirement for them to use the proceeds to pay down the HFA loan, and the second part is that prior to consideration of further sales in 2026 that HFH come back with a conceptual plan for paying off the balloon amount.** Ms. Okler said that HFH will come back in January and present that plan before any of the future sales, and that a 2.5x coverage on the HFA loan amount makes sense.

Mr. Gibbons moved staff's recommendation, the motion was seconded by Ms. Mixon and passed unanimously by a vote of 6-0.

VII. Other matters

Item (a.) Matters of Authority members

Mrs. Henderson stated that she would like the board to consider a request to NALHFA to hold their annual conference in PBC given the really nice portfolio of outstanding projects, and great infrastructure including the Convention Center, hotels and all the things that happen around the City Place and Rosemary Square. The ED suggested that board members should plan on attending the next conference in May of 2026 and he would

make arrangements to sit down with NALFHA staff and discuss what they're looking for in terms of requirements, commitments, and when the first opportunity might become available.

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

The ED reported that the HFA requirement for the developer to submit a letter of notification when requesting the new 99-year letter affordability language in the HFA LURA notification. He said that the City of Belle Glade was not happy when they found out that they weren't going to get ad valorem taxes on Calusa Pointe II. So, requiring an acknowledgement of this started a process between the city and the developer that has resulted in PILOT agreement where the city will get 50% what would have otherwise been a property tax. GC Miller asked if the board wanted to add Joe Gibbons and Sasha Lopez as HFA assistant secretaries.

Mr. Eliopoulos moved approval of a motion to include the two new HFA board members as assistant secretaries. The motion was seconded by Mrs. Dubow and passed unanimously by a vote of 6-0.

Item (c.) Matters of Public

None

Item (d.) The Chair announced that the Next meeting date: 9:00 a.m., Friday, October 10, 2025, 9:00 at the same location.

VIII. Adjournment

Respectfully submitted,

Executive Director

Secretary/Assistant Secretary



**Housing and
Economic Development**

Administration

100 Australian Avenue
Suite #500

West Palm Beach, FL 33406

(561) 233-3600

www.pbc.gov/hed

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MEMORANDUM

Date: September 11, 2025

To: Partners in Housing Development

From: Carlos R. Serrano, Deputy Director, HED

RE: Due Diligence in Housing Development Funding

On June 3, 2025, the Palm Beach Board of County Commissioners directed the Department of Housing and Economic Development (HED) to enhance its due diligence requirements for housing development funding in order to ensure shovel-readiness prior to funding approval and to mitigate the risk of development cost increases after the expenditure of County funds. In accordance with this direction, HED will incorporate the following requirements into the housing development funding approval and disbursement process henceforth:

Preconditions to final Board of County Commissioners approval:

- Satisfactory underwriting (third-party or staff)
- Construction pricing from selected contractor
- Firm funding commitments from all non-County sources

Preconditions to closing on PBC funding:

- Copy of construction contract (to be executed after closing)
- All other funding sources close no later than time of County funding closing

Preconditions to disbursement of County funds:

- Jurisdiction of authority approval of site plan and development order
- Jurisdiction of authority approval of project construction plans, including civil design / utilities, etc.
- Jurisdiction of authority issuance of primary building permit
- Executed construction contract

The County deeply values our partnership in developing affordable and workforce housing in Palm Beach County, and looks forward to our continued success. Please contact me directly with any questions. Thank you for your good work.

Cc: Jonathan B. Brown, Director, PBC HED
Jeff Bolton, Division Director, CD&QC, PBC HED

Housing Finance Authority of Palm Beach County
Summary of Monthly Project Bond Program Reports
Preliminary July 2025

		Date	Per Rent Roll		Number of							
	Project:	Report	or FHFC Recap:		TICs included:		Total	Total	Current	Last	2025	
		was	New	Annual	# of	# of	#	Occup.	months	months	average	
		received	Move-in's	renewal	IC's (1)	AR's (1)	units	Units	occup.	occup.	occup.	
1)	Azalea Place n/k/a Lake Mangonia) (#)(@)						150		0.0%			
2)	Boynton Bay (2)(mostly #)	8/1/25	7	n.a.	7	n.a.	240	187	77.9%	75.4%	n.a.	
3)	Brenton At Abbey Park	8/5/25	1	n.a.	1	n.a.	160	157	98.1%	98.8%	98.8%	
4)	Christian Manor (2)(#)(@)	9/10/25	1	n.a.	1	n.a.	200	180	90.0%	89.5%	89.4%	
5)	Colonial Lakes	8/5/25	1	n.a.	1	n.a.	120	120	100.0%	99.2%	99.4%	
6)	Courts at Village Square (#)	8/19/25	0	n.a.	0	n.a.	84	81	96.4%	97.6%	97.4%	
7)	El Cid (2)(#)	8/15/25	1	n.a.	1	n.a.	73	72	98.6%	97.3%	98.2%	
8)	Gould House (2)(#)	8/27/25	0	n.a.	0	n.a.	101	100	99.0%	100.0%	99.3%	
9)	Heron Estates Senior (2)(#)	8/27/25	1	n.a.	1	n.a.	101	100	99.0%	98.0%	96.9%	
10)	Island Cove (partial #)	8/13/25	0	n.a.	0	n.a.	60	59	98.3%	98.3%	98.1%	
11)	La Joya Villages	8/5/25	0	n.a.	0	n.a.	55	55	100.0%	100.0%	99.7%	
12)	Lake Delray (2)(#)	8/11/25	0	n.a.	0	n.a.	404	388	96.0%	96.3%	95.6%	
13)	Lake Shore	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	
14)	Lake Worth Towers (2)	8/6/25	0	n.a.	0	n.a.	195	190	97.4%	98.5%	97.7%	
15)	Lakeside Commons (partial #)	8/17/25	0	n.a.	0	n.a.	99	96	97.0%	97.0%	96.4%	
16)	Malibu Bay	8/17/25	5	n.a.	5	n.a.	264	250	94.7%	96.2%	95.2%	
17)	Mallards Landing	8/13/25	1	n.a.	1	n.a.	163	160	98.2%	99.4%	98.6%	
18)	New South Bay Villas (#)	8/16/25	0	n.a.	0	n.a.	131	124	94.7%	94.7%	96.6%	
19)	Palm Gardens	8/11/25	0	8	0	8	80	78	97.5%	100.0%	99.5%	
20)	Palms West	8/14/25	0	n.a.	0	n.a.	290	287	99.0%	99.3%	98.9%	
21)	Paul Lawrence Dunbar Senior (2)(@)(#)	8/19/25	1	n.a.	1	n.a.	99	99	100.0%	99.0%	97.5%	
22)	Pine Run Villas	8/12/25	0	n.a.	0	n.a.	63	63	100.0%	100.0%	99.5%	
23)	Pinnacle Palms (2)(@)	8/11/25	1	n.a.	1	n.a.	152	150	98.7%	99.3%	98.2%	
24)	Royal Palm Place (2)(#)	8/19/25	0	n.a.	0	n.a.	125	123	98.4%	98.4%	98.4%	
25)	St. Andrews Residences (2)(#)	8/13/25	1	n.a.	1	n.a.	177	172	97.2%	97.7%	97.2%	
26)	St. James Residences (2)(#)	8/13/25	2	n.a.	2	n.a.	148	148	100.0%	99.3%	99.0%	
27)	Westgate Plaza (2)(#)	8/8/25	0	n.a.	0	n.a.	80	80	100.0%	100.0%	98.8%	
28)	Woodlake (@)	8/14/25	0	n.a.	0	n.a.	224	218	97.3%	98.7%	98.9%	
	Totals		23	8	23	8	4,038	3,737	97.1%	97.2%	97.7%	
(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 July 2025

	Project:	2024	2023	2022	2021	2024	2023	2022	2021	2024	2023	2022	2021
		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)	93.7%	95.3%	99.3%	97.5%	98%	98%	100%	100%	88%	93%	97%	95%
2)	Boynton Bay (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.
3)	Brenton At Abbey Park	99.3%	99.0%	99.2%	98.5%	100%	100%	100%	100%	98%	97%	97%	98%
4)	Christian Manor	88.0%	n.a.	n.a.	n.a.	94%	n.a.	n.a.	n.a.	75%	n.a.	n.a.	n.a.
5)	Colonial Lakes	99.7%	99.7%	97.8%	97.8%	100%	98%	100%	100%	99%	100%	95%	97%
6)	Courts at Village Square	98.2%	97.7%	99.1%	99.0%	99%	99%	100%	100%	98%	96%	98%	95%
7)	El Cid	99.0%	95.4%	96.5%	99.3%	100%	97%	99%	100%	97%	90%	96%	99%
8)	Gould House	98.7%	98.3%	98.3%	89.2%	100%	100%	100%	96%	96%	96%	96%	86%
9)	Heron Estates Senior	98.9%	99.9%	98.9%	99.0%	100%	100%	100%	100%	98%	99%	97%	97%
10)	Island Cove (2)	98.6%	n.a.	n.a.	n.a.	100%	n.a.	n.a.	n.a.	97%	n.a.	n.a.	n.a.
11)	La Joya Villages	100.0%	99.8%	100.0%	99.8%	100%	100%	100%	100%	100%	98%	100%	98%
12)	Lake Delray	97.1%	98.6%	97.5%	97.9%	99%	99%	99%	99%	95%	97%	97%	97%
13)	Lake Shore (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.
14)	Lake Worth Towers	89.7%	n.a.	n.a.	n.a.	100%	n.a.	n.a.	n.a.	81%	n.a.	n.a.	n.a.
15)	Lakeside Commons	97.6%	96.4%	n.a.	n.a.	100%	99%	n.a.	n.a.	95%	95%	n.a.	n.a.
16)	Malibu Bay	96.8%	96.4%	96.5%	98.5%	99%	98%	98%	99%	94%	93%	94%	98%
17)	Mallards Landing	99.5%	98.7%	98.4%	98.3%	100%	100%	100%	100%	98%	94%	95%	97%
18)	New South Bay Villas	93.1%	86.6%	95.9%	96.8%	95%	92%	99%	99%	90%	79%	91%	92%
19)	Palm Gardens	99.8%	99.0%	98.9%	98.6%	100%	100%	100%	100%	99%	98%	96%	96%
20)	Palms West	98.9%	95.7%	97.3%	95.9%	100%	98%	100%	99%	97%	94%	95%	93%
21)	Paul Lawrence Dunbar Senior	95.8%	97.1%	98.7%	99.7%	98%	99%	100%	100%	94%	95%	97%	99%
22)	Pine Run Villas	100.0%	100.0%	99.2%	99.7%	100%	100%	100%	100%	100%	100%	97%	98%
23)	Pinnacle Palms	98.1%	98.7%	98.5%	98.5%	99%	99%	100%	100%	97%	97%	97%	97%
24)	Royal Palm Place	97.8%	98.4%	99.5%	98.4%	97%	99%	100%	100%	96%	98%	98%	98%
25)	St. Andrews Residences	96.0%	97.7%	n.a.	n.a.	98%	99%	n.a.	n.a.	96%	96%	n.a.	n.a.
26)	St. James Residences	98.0%	97.7%	n.a.	n.a.	98%	99%	n.a.	n.a.	95%	97%	n.a.	n.a.
27)	Westgate Plaza	97.5%	98.0%	98.9%	97.7%	99%	100%	100%	100%	96%	96%	98%	95%
28)	Woodlake	98.2%	98.1%	97.9%	98.0%	100%	99%	99%	100%	97%	96%	96%	95%
	Totals (3)	97.2%	97.5%	98.3%	97.9%								
(1)	Rehab expected to be completed by November 2025												
(2)	Rehab expected to be completed by March 2026												
(3)	Sum of the averages of each project												

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			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)	Boynton Bay	499 Boynton Bay Circle west of US1, Boynton Beach	n.a.	n.a.	n.a.	n.a.
3)	Brenton At Abbey Park	Forest Hill Blvd. west of Haverhill, WPB	15%	11%	19%	n.a.
4)	Christian Manor	325 Executive Center Dr., WPB	n.a.	n.a.	n.a.	n.a.
5)	Colonial Lakes	Lake Worth Rd. west of Haverhill Rd., Greenacres	6%	16%	21%	30%
6)	Courts at Village Square	NE corner of SW8th Street & Auburn Ave., Del. Bch.	6%	4%	5%	2%
7)	El Cid	315 Almeria Rd., WPB E. of US 1 and S. of Belved.	19%	11%	1%	n.a.
8)	Gould House	21000 R.&B, Coleman Blvd., BR W of 441 bet. Glades	13%	13%	n.a.	n.a.
9)	Heron Estates Senior	2003 W. 17th Street off Congress Ave, Riviera Beach	2%	10%	12%	n.a.
10)	Island Cove	1100 NW 4th Ave south of Atlantic and east I95 Delray	n.a.	n.a.	n.a.	n.a.
11)	La Joya Villages	6th Ave S. just east of US 1, Lake Worth	16%	5%	16%	9%
12)	Lake Delray	Lindell Blvd. east of I-95/south of Linton Blvd. Del. Bch	9%	9%	9%	20%
13)	Lake Shore	4660 N. Congress Ave just north of 45th St, WPB	n.a.	n.a.	n.a.	n.a.
14)	Lake Worth Towers	1500 Lucerne Ave. east of I-95, Lake Worth Beach	n.a.	n.a.	n.a.	n.a.
15)	Lakeside Commons	Executive Center Dr. south of PB Lake Blvd. WPB	3%	n.a.	n.a.	n.a.
16)	Malibu Bay	Executive Center Dr. south of PB Lake Blvd. WPB	12%	13%	21%	31%
17)	Mallards Landing	1598 Quail Drive off of Westgate Ave., WPB	15%	8%	12%	n.a.
18)	New South Bay Villas	MLK and Palm Beach Road, City of South Bay	24%	11%	23%	n.a.
19)	Palm Gardens	4th Ave N. south of 10 Ave. N., Lake Worth	15%	11%	14%	14%
20)	Palms West	1551 Quail Drive off Westgate Ave, suburban WPB	15%	10%	16%	28%
21)	Paul Lawrence Dunbar Senior	906 Grant St, corner of Division and Grant, WPB	9%	7%	10%	n.a..
22)	Pine Run Villas	6th Ave S./Melaleuca west of Haverhill Rd. Lk. Worth	3%	19%	13%	14%
23)	Pinnacle Palms	Executive Center Dr. south of Congress Ave. WPB	14%	17%	14%	20%
24)	Royal Palm Place	808&906-17th St & 805&811-15th St, WPB	6%	4%	3%	n.a.
25)	St. Andrews Residences	208 Fern St., downtown WPB	6%	n.a.	n.a.	n.a.
26)	St. James Residences	400 S. Olive, downtown WPB	7%	n.a.	n.a.	n.a.
27)	Westgate Plaza	Quail Drive and Westgate Ave., suburban WPB	9%	10%	6%	4%
28)	Woodlake	N. Jog Rd. south of Okeechobee Blvd., WPB	12%	19%	15%	20%
		Totals (7)	11%	11%	13%	17%

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							Qualified			
Most restrictive tenant set aside				Approx. QPP			Project			
requirements per HFA bond or				start			Period end			
other subordinate/HTC financing				date			(approximate)			
100% HAP contract	1)	Azalea Place (d/b/a Palm Grove)			Apr-00		QPP for term of HAP			
83% HAP other at 60% AMI	2)	Boynton Bay			Apr-24		QPP for term of HAP			
4% @ 30% & 96% @ 60% AMI	3)	Brenton At Abbey Park			late 2020		2034			
105 units with vouchers	4)	Christian Manor			early 2023		QPP for term of vouchers			
25% @ 30%, 30% @ 50% AMI	5)	Colonial Lakes			May-13		2028			
100% HAP contract	6)	Courts at Village Square (fka Village Square Elder)			Jan-18		QPP for term of HAP			
100% HAP contract	7)	El Cid			late 2020		QPP for term of HAP			
100% HAP contract	8)	Gould House			early 2021		QPP for term of HAP			
50% HAP contract/10% @ 33% AMI	9)	Heron Estates Senior			Oct-20		QPP for term of HAP			
41% @ 30% & 59% @ ave.60% AMI	10)	Island Cove			Jul-23		QPP for term of HAP			
25% @ 50% AMI per NSP2	11)	La Joya Villages			Feb-15		2030			
100% @ 60% AMI; 50% HAP	12)	Lake Delray			Dec-16		QPP end 11/30/2031			
7% @ 30% & rest 60% AMI	13)	Lake Shore			Dec-24		2054			
100% HAP contract	14)	Lake Worth Towers			Jan-24		QPP for term of HAP			
12% @ 30%; 88% @ 60%	15)	Lakeside Commons			Apr-23		QPP for term of HAP			
100% @ 60% AMI	16)	Malibu Bay			Aug-20		2020 QPP started 8/28/20			
100% @ 60% AMI	17)	Mallards Landing			Jan-20		2035			
HAP contract all but 1 unit	18)	New South Bay Villas			Apr-17		QPP for term of HAP			
17% @ 30% and 83% @ 60% AMI	19)	Palm Gardens			Nov-08		15-years from issuance is 2023			
2% @ 50% and 98% @ 60% AMI	20)	Palms West			Sep-13		2028			
100% HAP contract	21)	Paul Lawrence Dunbar Senior			Oct-17		QPP for term of HAP			
25% @ 30%/30% @ 50%/45% @ 60%	22)	Pine Run Villas			Oct-13		2028			
100% @ 60% AMI	23)	Pinnacle Palms (1)			Jul-05		QPP ends not sooner than July 1, 2022			
100% HAP contract	24)	Royal Palm Place			Dec-18		QPP for term of HAP			
100% HAP contract	25)	St. Andrews Residences			Dec-22		QPP for min. of 30 years or term of HAP			
100% @ 60% AMI	26)	St. James Residences			Dec-22		QPP for min. of 30 years or term of HAP			
100% HAP contract	27)	Westgate Plaza			Nov-12		QPP for term of HAP			
100% @ 60% AMI	28)	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.								



CBIZ CPAs P.C.

525 Okeechobee Boulevard
Suite 750
West Palm Beach, FL 33401

P: 561.653.7300

August 15, 2025

Housing Finance Authority of Palm Beach County, Florida
Attn: David M. Brandt, Executive Director
100 Australian Avenue, Suite 410
West Palm Beach, Florida 33406

Dear Honorable Chair and Members of the Board:

We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide the Housing Finance Authority of Palm Beach County, Florida (the "Client", "Entity", "Authority", "you," or "your"). This letter constitutes the entire agreement between the Entity and CBIZ CPAs P.C. ("CBIZ CPAs," "Firm," "we," "us," or "our") regarding the services described herein.

ENGAGEMENT OBJECTIVES AND OUR RESPONSIBILITIES

We will audit the business-type activities information of the Authority, as of September 30, 2025, and for the fiscal year then ended and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents. We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CBIZ CPAs will provide for the fiscal years ending September 30, 2025 through September 30, 2027. As noted in RFP for External Auditing Services, this contract includes the option to extend for two (2) additional two (2) year periods (option #1: September 30, 2028 and 2029) (option #2: September 30, 2030 and 2031).

Our audit will be conducted with the objectives of our expressing an opinion.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America ("U.S. GAAP") as promulgated by the Governmental Accounting Standards Board (GASB) require that certain information, such as management's discussion and analysis ("MD&A"), be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Authority's required supplementary information ("RSI") in accordance with GAAS. These limited procedures will consist of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis

It is our understanding that our auditors' report will be included in your financial statements and that these financial statements will be issued within nine (9) months after fiscal year end.

Auditor Responsibilities

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
2. Obtain an understanding of the system of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

4. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Authority's basic financial statements. Our report will be addressed to the governing body of the Authority. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

MANAGEMENT'S RESPONSIBILITIES

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;
2. For the design, implementation, and maintenance of an effective system of internal control over the financial reporting relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the Authority and others from whom we determine it necessary to obtain audit evidence;

- d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report.
4. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
 5. For acceptance of non-attest services, including identifying the proper party to oversee non-attest work;
 6. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
 7. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
 8. For the accuracy and completeness of all information provided;
 9. For the evaluation of the effectiveness of the Authority's internal control over financial reporting using suitable and available criteria;
 10. For providing us with management's written assessment about the effectiveness of the Authority's internal control over financial reporting;
 11. For supporting management's assessment about the effectiveness of the Authority's internal control over financial reporting with sufficient evaluations and documentation (e.g., policy or accounting manuals, narrative memoranda, flowcharts, decision tables, procedural write-ups, or completed questionnaires)
 12. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
 13. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

Management is responsible for all management decisions and performing all management functions including critical judgments and conclusions, and for designating an individual, preferably from senior management, with suitable skill, knowledge, or experience to oversee any financial statement preparation services, bookkeeping services, tax services, or other services we or our associated company CBIZ, Inc. (or its related entities (collectively with CBIZ, Inc., "CBIZ")) provides.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. If you are missing any documents or workpapers from our prior years' engagements (if applicable), it is your responsibility to inform us. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the Authority's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

ENGAGEMENT FEES

Our fees are based upon the complexity of the work to be performed, timing of the engagement, experience level of the personnel required, and estimates of the professional time to complete the required services. Our annual engagement fees are set forth in our response to the Request for Proposal (RFP) and included in Appendix B.

Additionally, our fees are dependent on the availability, quality, and completeness of the Authority's records and, where applicable, upon the Authority's personnel providing the level of assistance identified in the "prepared by client" request list distributed at the end of our planning work (e.g., Client employees preparing confirmations and schedules we request, locating documents selected by us for testing, etc.). Circumstances – including but not limited to those such as those listed in Appendix A – may arise during the engagement that may cause delay or significantly affect our fees. CBIZ CPAs shall not be responsible for any consequences.

Invoices are due upon receipt. If our invoices for this, or any other engagements the Authority may have with us, are not paid within 45 days after the invoice date, we may suspend or terminate our services for this and any other engagements. If we suspend our services, we may require that the Authority pay all amounts due and/or submit a retainer to CBIZ CPAs before we resume such services. The Authority agrees that if we suspend or terminate our services as a result of nonpayment, we will not be responsible for any consequences.

If invoices are not paid within 45 days of the invoice date, a late charge may accrue at the lesser of (i) 1% per month or (ii) the highest rate allowable by law.

DISPUTE RESOLUTION PROCEDURE AND WAIVER OF JURY TRIAL

The Firm and the Authority each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this engagement letter and/or the services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

The Firm and the Authority each expressly agree and acknowledge that the Circuit Court of the 15th Judicial Circuit, in and for Palm Beach County, Florida, and the United States District Court for the Southern District of Florida, shall each have exclusive and sole jurisdiction and venue for any respective state or federal actions arising from, relating to or in connection with this engagement letter, or any course of conduct, course of dealing, statement or actions of either party arising after the date of this engagement letter.

The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action of the Firm and/or the Authority and our relationship with you shall be governed by the laws of the State of Florida to the extent said laws are not inconsistent with the Federal Securities Laws and Rules, Regulations and Standards there under.

LIMITATION OF LIABILITY

Unless otherwise prohibited by law or applicable professional standard, you agree that CBIZ CPAs and its personnel shall not be liable to you for any claims, liabilities, or expenses relating to this engagement for an aggregate amount in excess of \$500,000, except to the extent finally judicially determined to have resulted from the bad faith or intentional misconduct of CBIZ CPAs. Unless otherwise prohibited by law or applicable professional standard, in no event shall CBIZ CPAs or its personnel be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this engagement. This limitation on liability provision shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), professional standard, or otherwise.

No action, regardless of form, arising out of the services under this agreement may be brought by you more than one year after the date the last services are provided under this agreement.

Subject to and without waiving the Authority's right to sovereign immunity, the Authority hereby indemnifies CBIZ CPAs and its shareholders and other professionals, and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of the Authority's management, which CBIZ CPAs and/or its shareholder and/or other professionals relied upon in performance of services under this Agreement. This indemnification will survive completion or termination of this agreement. The foregoing agreement to indemnify and hold harmless shall be limited to and shall not exceed the monetary thresholds set forth in section 768.28, Florida Statutes (2025).

OTHER MATTERS

Auditors' Report and Reproduction

We will issue a written report upon completion of our audit of the Authority's financial statements. Our report will be addressed to those charged with governance. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report. If for any reason, we are unable to complete the audit or we are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of the engagement. If, in our professional judgment, the circumstances require us to do so, we may resign from the engagement prior to completion.

Except to the extent prohibited by law, if you intend to publish or otherwise reproduce the financial statements and/or make reference to our Firm, you agree that the Authority's management will provide us with a draft for our review and approval before disclosure, inclusion or incorporation by reference of any of our reports or the reference to CBIZ CPAs before such document or information is published, printed or distributed. You also agree to provide us with the final reproduced material for our approval before it is distributed. In addition, to avoid unnecessary delay or misunderstanding, you agree to provide us timely notice of your intention to issue any such document. Our fees for any additional procedures or services we require to provide approval to you would be in addition to those fees discussed above. Notwithstanding the foregoing, you may distribute the financial statements "as is," without our written consent; provided such financial statements are not inserted in any other document or are not altered or revised in any manner, including without limitation, the alteration, addition or removal of data or information to or from such financial statements.

With regard to the electronic dissemination of the Authority's financial statements, including financial statements published electronically on the Authority's website, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

Background Checks

As a matter of our Firm policy, we may perform background checks on potential clients and/or on existing clients, on an as-determined basis. The terms and conditions of this engagement are expressly contingent upon the satisfactory completion of our investigatory procedures and we reserve the right to withdraw from any relationship should information which we deem to be adverse come to our attention.

Independence and Our Personnel

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. These services are being provided under the AICPA and Government Accountability Office (GAO) independence standards. If the Authority becomes subject to Public Company Accounting Oversight Board ("PCAOB") or Securities and Exchange Commission ("SEC") independence standards, those standards will need to be followed. As a result, certain non-attest services that would not impair our independence under the AICPA and Government Auditing Standards may have impaired our past or may impair our future independence under the PCAOB and SEC standards. CBIZ CPAs' acceptance of this engagement is conditioned on confirming that it is independent under applicable standards. We will inform you promptly if we determine that we are not independent.

In addition, we will periodically reevaluate our independence as part of our customary client continuance process or more frequently, should circumstances arise that may require us to investigate whether our independence may have been impaired in which case we may terminate and resign from this engagement in our sole and absolute discretion. You agree to promptly advise us of any matters or changes in circumstances that could affect our independence or give rise to conflicts including, changes in senior management or the governing body, or entities that may have preexisting relationships with CBIZ or CBIZ CPAs or conflicts that could affect our independence.

Any discussions that the Authority has with personnel of CBIZ CPAs or CBIZ regarding potential employment with the Authority could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence. Employment offers to any staff member working on your engagement without our prior knowledge may require substantial additional procedures to ensure our independence on this engagement. Any additional costs incurred due to these procedures will be billed at our standard hourly rates.

Furthermore, we strive to maintain a staff of quality, trained professionals. In recognition of the investment we have made to recruit and develop our personnel, solely to the extent not prohibited by law, you agree to not solicit any of our employees involved in this engagement at any time while we are performing services for you or within one year thereafter; irrespective of whether they've worked on your account or not. However, this limitation shall not apply to employment via a general solicitation or open job posting which is not directed towards the employee or CBIZ CPAs.

Access to Working Papers; Confidentiality

Our workpapers and files for this engagement are the property of CBIZ CPAs. If we receive a subpoena or other administrative, judicial, or government demand or request requiring it to provide information or documents, we will, unless prohibited by law, provide written notice to the Authority of such demand or request. The Authority shall reimburse CBIZ CPAs for our time at standard rates and reasonable expenses (including reasonable attorneys' fees and expenses) incurred in responding to such demands or requests.

Certain professional standards, including American Institute of Certified Public Accountants Code of Professional Conduct 1.700 and similar rules adopted by state boards of accountancy, prohibit the disclosure of client confidential information without client consent, except in limited circumstances. CBIZ CPAs will treat the Authority's confidential information in accordance with applicable professional standards. The Authority acknowledges and agrees that we may disclose confidential information as directed by the Authority or as required by law, rule, regulation, professional standards or guidelines, or the terms of this engagement letter. The Authority authorizes CBIZ CPAs to use email and other electronic methods to transmit and receive information, including confidential information, related to this engagement. CBIZ CPAs will employ commercially reasonable efforts to protect the confidentiality of transmitted information.

In performing our engagement, we will utilize professional and administrative staff who are employed by or otherwise associated with CBIZ or other entities. These individuals will be under the direct control and supervision of CBIZ CPAs, which is solely responsible for the professional performance of our engagement. Additionally, the professional staff is subject to the standards governing the accounting profession, including the requirement to maintain the confidentiality of client information, and CBIZ CPAs has contractual agreements requiring confidential treatment of all client information.

In addition, the Authority agrees that we may provide CBIZ with access to the Authority's accounting, financial, and other records in our possession so that CBIZ can provide the Authority with any services it has engaged them to perform.

Should you request that we use a third-party electronic file transfer service in connection with this engagement, you acknowledge that CBIZ CPAs makes no representations or warranties regarding the security of data transmitted to and from, or stored by, that third-party electronic file transfer service. You also agree that CBIZ CPAs is not responsible for any loss, or unauthorized interception, of data transmitted to and from, or stored by, third-party electronic file transfer service.

Nothing in this letter is intended to limit your rights and obligations pursuant to the Florida "Sunshine Law", Florida Statute 286.011.

Termination

Our engagement ends on the earlier of termination or resignation (including without limitation, our declining to issue a report or other work product) or CBIZ CPAs' delivery of our annual report. We acknowledge your right to terminate our services at any time, and you acknowledge our right to terminate

our services and this agreement and resign at any time in our sole and absolute discretion, subject in either case to our right to payment for all direct and indirect charges including out-of-pocket expenses incurred through the date of termination or resignation or thereafter as circumstances and this agreement may require. All terms which by their nature are reasonably intended to survive will survive termination, resignation or expiration.

If Client is required to undergo a single audit in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards and State Financial Assistance* (Uniform Guidance) and Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida, during any year of this contract, we will discuss with you the additional fees which will be dependent on the number of programs determined to be a major program based on the determination required by Uniform Guidance and Florida Single Audit Act. Also, a new engagement letter will have to be provided that meets the requirements of Uniform Guidance and Florida Single Audit Act.

Examination

We will perform, in accordance with Chapter 10.550, Rules of the Auditor General of the State of Florida, an examination pursuant to AICPA *Professional Standards*, promulgated by the American Institute of Certified Public Accountants regarding the compliance of the Authority with 218.415, Florida Statutes, Local Government Investment Policies. There is no additional cost for this service.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

At the conclusion of the examination engagement, you agree to provide us with certain written representations in the form of a representation letter.

Agreement

This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If it is determined that any provision of this letter is unenforceable, all other provisions shall remain in full force and effect. This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. The Authority may not assign or transfer this agreement, or any rights, licenses, obligations, claims or proceeds from claims arising out of or in any way relating to this agreement, any services provided hereunder, or any fees for services to anyone, by operation of law or otherwise without CBIZ CPAs' prior written consent and any assignment without consent shall be void and invalid. CBIZ CPAs may assign this agreement, including all the rights and benefits hereunder, to any affiliate or acquirer of or successor to its business, or purchaser of all or substantially all of its assets, stock or interests or in the event of a reorganization or restructuring, and by your signature hereto, you consent to such assignment and the transfer of the Authority's files and information.

Housing Finance Authority of Palm Beach County, Florida
August 25, 2025
Page 11

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the Authority and that no other person or entity shall be authorized to enforce the terms of this engagement. The undersigned represents and warrants that it has the requisite authority and consents to enter into and perform this Agreement and the obligations herein for and on behalf of the Authority.

If you agree with the terms of our engagement, as described in this letter, please sign this PDF version of the engagement letter and return it to us by email and we will send you a fully executed copy.

In accordance with the requirements of *Government Auditing Standards*, our latest external peer review report of our Firm is available upon request.

Very truly yours,



Moises D. Ariza, CPA, CGMA
Shareholder, CBIZ CPAs P.C.

Housing Finance Authority of Palm Beach County, Florida
August 25, 2025
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ACCEPTED

This letter correctly sets forth the agreement of Housing Finance Authority of Palm Beach County, Florida.

Authorized signature: 

Name: Tracy L. Caruso

Title: Chairperson

Date signed: Sept. 12, 2025

APPENDIX A

Circumstances Affecting Timing and Fee Estimate

The estimated fee is based on certain assumptions. Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually require reassignment of personnel used by CBIZ CPAs in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, CBIZ CPAs may incur significant unanticipated costs.
2. All requested schedules are not (a) provided by the accounting personnel on the date requested, (b) completed in a format acceptable to CBIZ CPAs (c) mathematically correct, or (d) in agreement with the appropriate underlying records (e.g., general ledger accounts). CBIZ CPAs will provide the accounting personnel with a separate listing of required schedules and deadlines.
3. Weaknesses in the internal control structure.
4. Significant new issues or unforeseen circumstances as follows:
 - a. New accounting issues that require an unusual amount of time to resolve.
 - b. Changes or transactions that occur prior to the issuance of our report.
 - c. Changes in the Client's accounting personnel, their responsibilities, or their availability.
 - d. Changes in auditing requirements set by regulators.
5. Significant delays in the accounting personnel's assistance in the engagement or delays by them in reconciling variances as requested by CBIZ CPAs. All invoices, contracts and other documents which we will identify for the Client, are not located by the accounting personnel or made ready for our easy access.
6. A significant level of proposed audit adjustments is identified during our audit.
7. Changes in audit scope caused by events that are beyond our control.
8. Untimely payment of our invoices as they are rendered.

APPENDIX B – Engagement Fee

PROPOSED FEE SCHEDULE

The Authority anticipates awarding a contract with a fee for services for the initial three (3) year term of the engagement, and each year of the optional two-year renewals.

The fee should be inclusive of all expenses, including but not limited to, travel related expenses, necessary to carry out the task.

Fiscal year ended September 30, 2025 \$ 35,550

Fiscal year ended September 30, 2026 \$ 36,500

Fiscal year ended September 30, 2027 \$ 37,500

Optional two-year renewals:

Fiscal year ended September 30, 2028 \$ 38,500

Fiscal year ended September 30, 2029 \$ 39,500

Fiscal year ended September 30, 2030 \$ 40,500 Fiscal

year ended September 30, 2031 \$ 41,500

Additional Professional Services:

If it should become necessary for the Authority to request the auditor to render any additional services to either supplement the services requested in the RFP or to perform additional work as a result of the specific recommendations, CBIZ CPAs will provide such services at their standard hourly rates, less a 20% discount. Such additional work shall be performed only upon a written agreement between the Authority and the Firm.

RESOLUTION NO. R-2025-14

A RESOLUTION OF THE HOUSING FINANCE AUTHORITY OF PALM BEACH COUNTY (THE “AUTHORITY”) DECLARING THE AUTHORITY’S PRELIMINARY INTENT TO ISSUE ITS NOT TO EXCEED \$49,000,000 MULTIFAMILY HOUSING REVENUE BONDS, NOTES OR OTHER EVIDENCES OF INDEBTEDNESS (IN ANY EVENT REFERRED TO HEREIN AS THE “BONDS”) WHICH MAY BE ISSUED IN ONE OR MORE SERIES TO OBTAIN FUNDS TO BE LOANED TO SPECTRA HTG, LTD. (THE “BORROWER”), ITS SUCCESSORS OR ASSIGNS, FOR THE FINANCING OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A QUALIFYING HOUSING DEVELOPMENT IN UNINCORPORATED PALM BEACH COUNTY, FLORIDA TO BE KNOWN AS DREXEL APARTMENTS; INDICATING THE AUTHORITY’S OFFICIAL INTENT TO USE A PORTION OF THE PROCEEDS OF SUCH BONDS TO REIMBURSE CERTAIN EXPENDITURES PAID OR INCURRED PRIOR TO THE DATE OF ISSUANCE THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT; AUTHORIZING VALIDATION OF THE BONDS, IF SO REQUIRED; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of the Florida Constitution, Part IV of Chapter 159, Florida Statutes, as amended and supplemented, and other applicable provisions of law (the “Act”) and the policies of the Housing Finance Authority of Palm Beach County, Florida (the “Authority”), Spectra HTG, Ltd. (together with its successors or assigns, the “Borrower”), has submitted a request to the Authority requesting that the Authority issue, pursuant to the provisions of the Act, multifamily housing revenue bonds, notes or other evidences of indebtedness to finance the costs of the acquisition, construction and equipping of an approximately 188 unit multifamily rental housing facility to be known as Drexel Apartments, to be located at 1745 Drexel Road, West Palm Beach, Florida 33402, in unincorporated Palm Beach County, Florida (the “Project”), to be rented to qualified persons and families as required by the Act and the Internal Revenue Code of 1986, as amended (the “Code”) in Palm Beach County, Florida; and

WHEREAS, the Authority desires, as requested by the Borrower, to declare its official intent to issue, in one or more series, its Multifamily Housing Revenue Bonds in the initial aggregate principal amount of not exceeding \$49,000,000 (or such other debt instrument as may be allowed by the Act and approved by Bond Counsel and the Authority’s counsel, herein, the “Bonds”) pursuant to the limitations and conditions set forth in this Resolution and in subsequent resolutions and other instruments of the Authority, which amount the Borrower has represented will, together with other available funds of the Borrower, be sufficient to finance the acquisition, construction and equipping of the Project; and

WHEREAS, the Bonds will be secured by amounts payable under the terms of a loan or financing agreement between the Authority and the Borrower providing for payments in amounts or other collateral sufficient to pay and secure the principal of, premium, if any, and interest on the Bonds as the same become due and payable, and/or such other security as shall be acceptable to the Authority; and

WHEREAS, it is intended by the Authority that the interest on the Bonds will be excludable from gross income for federal income tax purposes; and

WHEREAS, the action taken by this Resolution does not constitute final approval of the financing of the costs of the Project or of the issuance of the Bonds and is not an absolute commitment by the Authority to issue the Bonds; and

WHEREAS, the Authority's approval of the financing of the costs of the Project will be effected in accordance with applicable law and regulations and the financial terms, security for the repayment of the Bonds, restrictions on transferability, if applicable, and other matters will be determined and/or approved by subsequent proceedings of the Authority and by other appropriate regulatory bodies as may be required by applicable law and regulations, including but not limited to, approval by the Board of County Commissioners of Palm Beach County, Florida (the "County Commission") of certain matters relating thereto; and

WHEREAS, the Authority has been informed by the Borrower that it has and anticipates that it will incur certain capital expenditures relating to the Project prior to the issuance of the Bonds by the Authority; and

WHEREAS, such capital expenditures will be paid from the Borrower's own money or from the proceeds of a taxable financing; and

WHEREAS, the Code and applicable regulations (the "Regulations") require the Authority to declare its official intent to allow the Borrower to be reimbursed for certain capital expenditures incurred by the Borrower in connection with the Project prior to the issuance of the Bonds from a portion of the proceeds of the Bonds, when and if the Bonds are issued; and

WHEREAS, it is intended by the Authority that this Resolution constitutes such official intent with respect to the reimbursement, from proceeds of the Bonds, of those certain capital expenditures the Borrower has and will incur prior to the issuance of the Bonds as provided in Section 4 and 5 herein.

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

SECTION 1. The recitals set forth above are adopted by the Authority as the findings of the Authority and are incorporated herein.

SECTION 2. The Authority is authorized and empowered by the Act and Article V, Division 3, Sections 2-181 et seq., Palm Beach County Code of Ordinances (the "Ordinance") to adopt this Resolution and, subject to subsequent proceedings of the Authority, to enter into transactions such as those contemplated by the Borrower in connection with the financing of the

costs of the Project through the issuance of the Bonds in one or more series, and to fully perform the obligations of the Authority to be undertaken in connection with the financing of the costs of the Project through the issuance of the Bonds in order to assist in alleviating the shortage of housing and of capital to finance the construction and rehabilitation of affordable housing in Palm Beach County, Florida, and this Resolution is adopted and such actions are to be taken pursuant to the provisions of the Act and the Ordinance.

SECTION 3. The statements contained in this Resolution with respect to the reimbursement of the capital expenditures referred to in this Resolution are intended to be the Authority's statements of official intent as required by, and in conformance with, the provisions of Section 1.150-2(e) of the Regulations. The expression of official intent set forth herein is made in reliance upon the representation of the Borrower that it reasonably expects to pay with its own funds or incur expenses in connection with the Project prior to the issuance of the Bonds and to be reimbursed for those expenses from the proceeds of the Bonds.

SECTION 4. All of the capital expenditures to be reimbursed in connection with the Project pursuant to this Resolution from proceeds of the Bonds that are issued as tax exempt obligations, will be for costs that (a) are properly chargeable to the capital account of the Borrower under general income tax principles, (b) constitute non-recurring working capital expenditures (of a type not customarily payable from current revenues), or (c) are costs of issuing the Bonds and will meet the requirements of the Code in that such capital expenditures have been or will be incurred on and after the date that is sixty (60) days before the date of adoption of this Resolution.

SECTION 5. The Authority reasonably expects to use a portion of the proceeds of the Bonds, when and if issued, to reimburse the Borrower for the capital expenditures contemplated under this Resolution made prior to not earlier than sixty (60) days prior to the adoption of this Resolution, and no funds from sources other than the "reimbursement bond issue" (as such term has the meaning assigned to it under the Regulations) portion of the bonds are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside by the Authority pursuant to the Authority's policies to pay for such capital expenditures.

SECTION 6. The Authority will direct the Borrower, upon receipt of the proceeds of the Bonds (or within thirty (30) days thereafter), to allocate in writing the amount of proceeds of the Bonds (i.e., the reimbursement bond issue) used to reimburse the costs of the Project (herein, the "Prior Expenditures"). Such allocation will be accomplished within the later of (a) eighteen months from the earliest date such Prior Expenditures were incurred or (b) the date the construction and equipping of the Project is substantially completed (but in no event later than three (3) years after the first Prior Expenditure was made).

SECTION 7. The maximum principal amount of Bonds expected to be issued for the financing of the costs of the acquisition, construction and equipping of the Project through the issuance of the Bonds is \$49,000,000. The Authority retains the discretion to determine in what order of priority and in what amount it will apply for private activity bond allocation for the Project and other projects which have also requested the Authority to apply for private activity bond allocation. Included in that discretion is the discretion to limit the principal amount of Bonds to the amount required for the Borrower to meet what is commonly referred to as the

“25% test.”

SECTION 8. The adoption of this Resolution does not in any way entitle or create any rights in or for Borrower other than as set forth herein and the terms of this Resolution shall not constitute final approval of the financing of the costs of the Project or authorization for the Authority to issue the Bonds; such approval and authorization shall be considered by the Authority by other appropriate regulatory bodies in subsequent proceedings as required by applicable law and regulations and shall be contingent upon, among other things:

(A) The approval of the issuance of the Bonds within the meaning of Section 147(f) of the Code by the County Commission;

(B) The execution by the Borrower of a loan or financing agreement with the Authority in a form and substance and on terms acceptable to the Authority, including adequate provision being made for the operation, repair and maintenance of the Project at the expense of the Borrower and for the payment of the principal of, premium, if any, and interest on the Bonds and reserves, if any, therefor;

(C) The Authority’s final determination that the proposal of the Borrower otherwise complies with all of the provisions of the Act and the policies of the Authority; and

(D) Unless waived by the Authority, in compliance with the Authority’s policies and guidelines, either (i) the provision by the Borrower of credit enhancement to secure the Bonds and a rating acceptable to the Authority from rating agencies acceptable to the Authority, obtained by the Borrower with respect to the Bonds, or (ii) the private placement of the Bonds with an institutional investor acceptable to the Authority.

SECTION 9. Attached hereto as Exhibit A is the form of Memorandum of Agreement to be entered into by and between the Authority and the Borrower (the "Agreement"). The Borrower's agreement to enter into and perform under the Agreement shall be a condition precedent for the General Counsel to the Authority, Bond Counsel and the Executive Director of the Authority to take any actions with respect to the preparation of any documents to be used in connection with the financing of the costs of the Project through the issuance of the Bonds. The Agreement, in the form attached hereto as Exhibit A, is hereby approved. The Chairperson or, in the Chairperson’s absence, any other member of the Authority, is hereby authorized to execute and deliver the Agreement, the execution thereof by the Authority being conclusive evidence of the approval of the form of such Agreement.

SECTION 10. IT IS EXPRESSLY STATED AND AGREED THAT THE ADOPTION OF THIS RESOLUTION IS NOT A GUARANTY, EXPRESS OR IMPLIED, THAT THE AUTHORITY SHALL APPROVE THE ISSUANCE OF THE BONDS FOR THE FINANCING OF THE COSTS OF THE PROJECT. THIS RESOLUTION IS QUALIFIED IN ITS ENTIRETY BY THE PROVISIONS OF THE ACT AND THE ORDINANCE, OR ANY SUBSEQUENTLY ENACTED OR EFFECTIVE LEGISLATION CONCERNING A STATE VOLUME CEILING ON MULTIFAMILY HOUSING BONDS. THE BORROWER SHALL HOLD THE AUTHORITY AND ITS PAST, PRESENT AND FUTURE MEMBERS, OFFICERS, STAFF, ATTORNEYS, FINANCIAL ADVISORS, IF

ANY, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OR CLAIM BASED UPON THE FAILURE OF THE AUTHORITY TO CLOSE THE TRANSACTION AND ISSUE THE BONDS OR FROM ANY OTHER CAUSE OF ACTION ARISING FROM THE ADOPTION OF THIS RESOLUTION, THE PROCESSING OF THE FINANCING OF THE COSTS OF THE PROJECT THROUGH THE ISSUANCE OF THE BONDS EXCEPT FOR THE GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT OF THE AUTHORITY.

SECTION 11. To the extent deemed necessary by Bond Counsel to the Authority or by General Counsel to the Authority, General Counsel and/or Bond Counsel to the Authority are authorized to institute appropriate proceedings for the validation of the Bonds pursuant to Chapter 75, Florida Statutes.

SECTION 12. The Authority has no jurisdiction regarding zoning and land use matters and the adoption of the Resolution is not intended to express any opinion regarding same.

SECTION 13. All resolutions or parts thereof, of the Authority in conflict herewith are, to the extent of such conflict, hereby modified to the extent of such conflict.

SECTION 14. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 10th day of October, 2025.

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

By: _____
Chairperson / Vice Chairperson

ATTEST:

[Assistant] Secretary

EXHIBIT A
FORM OF MEMORANDUM OF AGREEMENT

Tab 2

V. Old Business - attachments

- a.** “Calusa Pointe II” apartments – acceptance of Credit Underwriting Report and approval of bond issuance
 - i.** Credit Underwriting Report
 - ii.** Resolution R-2025-15

Housing Finance Authority of Palm Beach County (“HFAPBC”)

Credit Underwriting Report

Calusa Pointe II

Tax-Exempt Multifamily Mortgage Revenue Bonds (“MMRB” or “Bonds”)

Section A: Report Summary

Section B: Supporting Information and Schedules

Prepared by

First Housing Development Corporation of Florida

FINAL REPORT

June 10, 2025

Calusa Pointe II

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Section A

Report Summary

Recommendation

SP Field, LLC (“Applicant”) has applied to HFAPBC for issuance of MMRB for the construction and permanent financing of Calusa Pointe II (“Development”). First Housing Development Corporation of Florida (“FHDC” “First Housing”, or “Servicer”) recommends \$34,000,000 in tax-exempt MMRB.

DEVELOPMENT SUMMARY			
Development Name:	Calusa Pointe II		
Address:	SE Quadrant of S.R. 80 & C.R. 827A		
City:	Belle Glade	Zip Code:	33430
County:	Palm Beach	County Size:	Large
Development Category:	New Construction	Development Type:	Garden Apartments
Construction Type:	Wood Frame	Number of Stories:	3
Demographic Commitment:			
Primary:	Family	for	100% of the Units
Buildings:	Residential - 7	Non-Residential -	3
Parking:	Parking Spaces - 317	Accessible Spaces -	14
Site Acreage:	13.296	Density:	12.6354
Zoning:	B-2, Restricted Business (MF must comply w/ R-3, Residential)		Flood Zone Designation: AE
			Flood Insurance Required?: Yes

These recommendations are based upon the assumptions detailed in the Report Summary (Section A) and Supporting Information and Schedules (Section B) and are conditioned upon the following:

1. First Housing recommends that, prior to closing, the loan documents are compared to this credit underwriting report (“CUR”) in order to verify loan terms and equity installments.
2. First Housing considers it prudent business practice to have either a Payment and Performance (“P&P”) Bond or a Letter of Credit (“LOC”) issued to secure the construction contract.
3. Receipt and satisfactory review of a further soil investigation of the subject site, as recommended by Terracon Consultants, Inc. and described beginning on page B-2 of this CUR, so as to determine acceptable remediation of impacted soils.
4. Receipt and satisfactory review of the Moran Consultants, LLC recommended updates to the Geotechnical Report prepared by Florida Engineering & Test, Inc. and dated October 31, 2022, as described in the Document & Cost Review (“DCR”) and summarized on page B-4 of this CUR.

5. First Housing recommends receipt of a letter from the architect confirming that the final, completed plans which were submitted for permitting, are the same version previously sent to First Housing and the plan & cost review analyst, Moran Consultants, LLC.
6. Prior to closing, First Housing recommends receipt of all building permits or an acceptable permit ready letter with no conditions, other than payment of applicable permit fees.

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

Prepared by:



Brian Borer
Underwriter

Reviewed by:



Edward Busansky
Senior Vice President

Set Asides & 15-Year Pro Forma

Program	% of Units	# of Units	% AMI	Term (Years)
HC-4%	15.476%	26	30%	50
HC-4%	9.524%	16	50%	50
HC-4%	20.238%	34	60%	50
HC-4%	54.762%	92	70%	50
ELI	15.476%	26	30%	99
SAIL	9.524%	16	50%	99
SAIL	20.238%	34	60%	99
SAIL	54.762%	92	70%	99
Local Gov. Subsidy	25.000%	42	50%	99
Local Gov. Subsidy	75.000%	126	80%	99
SHIP	20.000%	34	50%	99
MMRB	40.000%	68	60%	50
HOME	2.976%	5	22%	50

It should be noted that, although the table above notes that the Local Gov. Subsidy units will have a set-aside term of 99 years, the term sheet provided to First Housing states that the affordability period will be “perpetuity.”

Palm Beach County (West Palm Beach – Boca Raton HFMA)

Bed Rooms	Bath Rooms	Units	Square Feet	AMI%	Low HOME Rents	High HOME Rents	Gross HC Rent	Utility Allow.	Net Restricted Rents	PBRA Contr Rents	Applicant Rents	Appraiser Rents	CU Rents	Annual Rental Income
2	2.0	3	994	22%	\$1,205		\$578	\$74	\$504		\$504	\$456	\$504	\$18,144
2	2.0	18	994	30%			\$789	\$74	\$715		\$715	\$715	\$715	\$154,440
2	2.0	10	994	50%			\$1,315	\$74	\$1,241		\$978	\$1,241	\$978	\$117,360
2	2.0	20	994	60%			\$1,578	\$74	\$1,504		\$1,504	\$1,504	\$1,504	\$360,960
2	2.0	61	994	70%			\$1,841	\$74	\$1,767		\$1,504	\$1,504	\$1,504	\$1,100,928
3	2.0	2	1,130	22%	\$1,392		\$668	\$83	\$585		\$585	\$529	\$585	\$14,040
3	2.0	8	1,130	30%			\$912	\$83	\$829		\$829	\$829	\$829	\$79,584
3	2.0	6	1,130	50%			\$1,520	\$83	\$1,437		\$1,133	\$1,437	\$1,133	\$81,576
3	2.0	9	1,130	60%			\$1,824	\$83	\$1,741		\$1,741	\$1,741	\$1,741	\$188,028
3	2.0	31	1,130	70%			\$2,128	\$83	\$2,045		\$1,741	\$1,741	\$1,741	\$647,652
		168	174,608											\$2,762,712

15-Year Operating Pro Forma

FINANCIAL COSTS:		Year 1	Year 1 Per Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
OPERATING PRO FORMA																	
INCOME:	Gross Potential Rental Income	\$2,762,712	\$16,445	\$2,817,966	\$2,874,326	\$2,931,812	\$2,990,448	\$3,050,257	\$3,111,262	\$3,173,488	\$3,236,957	\$3,301,697	\$3,367,731	\$3,435,085	\$3,503,787	\$3,573,863	\$3,645,340
	Miscellaneous	\$50,400	\$300	\$51,408	\$52,436	\$53,485	\$54,555	\$55,646	\$56,759	\$57,894	\$59,052	\$60,233	\$61,437	\$62,666	\$63,919	\$65,198	\$66,502
	Gross Potential Income	\$2,813,112	\$16,745	\$2,869,374	\$2,926,762	\$2,985,297	\$3,045,003	\$3,105,903	\$3,168,021	\$3,231,381	\$3,296,009	\$3,361,929	\$3,429,168	\$3,497,751	\$3,567,706	\$3,639,060	\$3,711,842
	Less:																
	Physical Vac. Loss 4.00%	\$112,524	\$670	\$114,775	\$117,070	\$119,412	\$121,800	\$124,236	\$126,721	\$129,255	\$131,840	\$134,477	\$137,167	\$139,910	\$142,708	\$145,562	\$148,474
	Collection Loss 1.00%	\$28,131	\$167	\$28,694	\$29,268	\$29,853	\$30,450	\$31,059	\$31,680	\$32,314	\$32,960	\$33,619	\$34,292	\$34,978	\$35,677	\$36,391	\$37,118
Total Effective Gross Income		\$2,672,456	\$15,907	\$2,725,906	\$2,780,424	\$2,836,032	\$2,892,753	\$2,950,608	\$3,009,620	\$3,069,812	\$3,131,209	\$3,193,833	\$3,257,709	\$3,322,864	\$3,389,321	\$3,457,107	\$3,526,249
2.00%																	
EXPENSES:	Fixed:																
	Real Estate Taxes	\$8,400	\$50	\$8,652	\$8,912	\$9,179	\$9,454	\$9,738	\$10,030	\$10,331	\$10,641	\$10,960	\$11,289	\$11,628	\$11,976	\$12,336	\$12,706
	Insurance	\$225,000	\$1,339	\$231,750	\$238,703	\$245,864	\$253,239	\$260,837	\$268,662	\$276,722	\$285,023	\$293,574	\$302,381	\$311,453	\$320,796	\$330,420	\$340,333
	Variable:																
	Management Fee 4.00%	\$106,898	\$636	\$109,036	\$111,217	\$113,441	\$115,710	\$118,024	\$120,385	\$122,792	\$125,248	\$127,753	\$130,308	\$132,915	\$135,573	\$138,284	\$141,050
	General and Administrative	\$68,880	\$410	\$70,946	\$73,075	\$75,267	\$77,525	\$79,851	\$82,246	\$84,714	\$87,255	\$89,873	\$92,569	\$95,346	\$98,206	\$101,153	\$104,187
	Payroll Expenses	\$285,600	\$1,700	\$294,168	\$302,993	\$312,083	\$321,445	\$331,089	\$341,021	\$351,252	\$361,790	\$372,643	\$383,823	\$395,337	\$407,197	\$419,413	\$431,996
	Utilities	\$201,600	\$1,200	\$207,648	\$213,877	\$220,294	\$226,903	\$233,710	\$240,721	\$247,943	\$255,381	\$263,042	\$270,934	\$279,062	\$287,433	\$296,056	\$304,938
	Marketing and Advertising	\$8,400	\$50	\$8,652	\$8,912	\$9,179	\$9,454	\$9,738	\$10,030	\$10,331	\$10,641	\$10,960	\$11,289	\$11,628	\$11,976	\$12,336	\$12,706
	Maintenance and Repairs/Pest Control	\$100,800	\$600	\$103,824	\$106,939	\$110,147	\$113,451	\$116,855	\$120,360	\$123,971	\$127,690	\$131,521	\$135,467	\$139,531	\$143,717	\$148,028	\$152,469
	Grounds Maintenance and Landscaping	\$21,000	\$125	\$21,630	\$22,279	\$22,947	\$23,636	\$24,345	\$25,075	\$25,827	\$26,602	\$27,400	\$28,222	\$29,069	\$29,941	\$30,839	\$31,764
	Reserve for Replacements	\$50,400	\$300	\$51,912	\$53,469	\$55,073	\$56,726	\$58,427	\$60,180	\$61,986	\$63,845	\$65,761	\$67,733	\$69,765	\$71,858	\$74,014	\$76,235
Total Expenses		\$1,076,978	\$6,411	\$1,108,219	\$1,140,375	\$1,173,474	\$1,207,544	\$1,242,613	\$1,278,711	\$1,315,869	\$1,354,117	\$1,393,488	\$1,434,015	\$1,475,732	\$1,518,675	\$1,562,879	\$1,608,383
3.00%																	
Net Operating Income		\$1,595,478	\$9,497	\$1,617,687	\$1,640,049	\$1,662,558	\$1,685,209	\$1,707,995	\$1,730,909	\$1,753,944	\$1,777,092	\$1,800,345	\$1,823,695	\$1,847,131	\$1,870,646	\$1,894,228	\$1,917,866
Debt Service Payments																	
First Mortgage - Berkadia / Freddie Mac		\$1,382,978	\$8,232	\$1,382,978	\$1,382,978	\$1,382,978	\$1,382,978	\$1,382,978	\$1,382,978	\$1,382,978	\$1,382,978	\$1,382,978	\$1,382,978	\$1,382,978	\$1,382,978	\$1,382,978	\$1,382,978
Second Mortgage - FHFC - SAIL		\$2,500	\$15	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Third Mortgage - FHFC - HOME		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fourth Mortgage - Palm Beach County HBLP		\$75,600	\$450	\$75,600	\$75,600	\$75,600	\$75,600	\$75,600	\$75,600	\$75,600	\$75,600	\$75,600	\$192,199	\$192,199	\$192,199	\$192,199	\$192,199
Fifth Mortgage - Palm Beach County SHIP-ARPA		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
First Mortgage Fees - Berkadia / Freddie Mac		\$55,500	\$330	\$55,500	\$55,500	\$55,500	\$55,500	\$55,500	\$55,500	\$55,500	\$55,500	\$55,500	\$55,500	\$55,500	\$55,500	\$55,500	\$55,500
Second Mortgage Fees - FHFC - SAIL		\$4,082	\$24	\$4,082	\$4,082	\$4,082	\$4,082	\$4,082	\$4,082	\$4,082	\$4,082	\$4,082	\$4,082	\$4,082	\$4,082	\$4,082	\$4,082
Third Mortgage Fees - FHFC - HOME		\$4,728	\$28	\$4,728	\$4,728	\$4,728	\$4,728	\$4,728	\$4,728	\$4,728	\$4,728	\$4,728	\$4,728	\$4,728	\$4,728	\$4,728	\$4,728
Fourth Mortgage Fees - Palm Beach County HBLP		\$4,500	\$27	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500
Fifth Mortgage Fees - Palm Beach County SHIP-ARPA		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service Payments		\$1,529,889	\$9,106	\$1,529,889	\$1,529,889	\$1,529,889	\$1,529,889	\$1,529,889	\$1,529,889	\$1,529,889	\$1,529,889	\$1,529,889	\$1,646,487	\$1,646,487	\$1,646,487	\$1,646,487	\$1,646,487
Cash Flow after Debt Service		\$65,589	\$390	\$87,798	\$110,160	\$132,670	\$155,320	\$178,106	\$201,020	\$224,055	\$247,203	\$270,456	\$293,709	\$317,022	\$340,395	\$363,768	\$387,141
Debt Service Coverage Ratios																	
DSC - First Mortgage plus Fees		1.11x		1.12x	1.14x	1.16x	1.17x	1.19x	1.20x	1.22x	1.24x	1.25x	1.27x	1.28x	1.30x	1.32x	1.33x
DSC - Second Mortgage plus Fees		1.10x		1.12x	1.13x	1.15x	1.17x	1.18x	1.20x	1.21x	1.23x	1.25x	1.26x	1.28x	1.29x	1.31x	1.33x
DSC - Third Mortgage plus Fees		1.10x		1.12x	1.13x	1.15x	1.16x	1.18x	1.19x	1.21x	1.23x	1.24x	1.26x	1.27x	1.29x	1.31x	1.32x
DSC - Fourth Mortgage plus Fee		1.04x		1.06x	1.07x	1.09x	1.10x	1.12x	1.13x	1.15x	1.16x	1.18x	1.11x	1.12x	1.14x	1.15x	1.16x
DSC - Fifth Mortgage plus Fees		1.04x		1.06x	1.07x	1.09x	1.10x	1.12x	1.13x	1.15x	1.16x	1.18x	1.11x	1.12x	1.14x	1.15x	1.16x
Financial Ratios																	
Operating Expense Ratio		40.30%		40.66%	41.01%	41.38%	41.74%	42.11%	42.49%	42.86%	43.25%	43.63%	44.02%	44.41%	44.81%	45.21%	45.61%
Break-even Econ Occup Ratio (all debt)		92.87%		92.14%	91.44%	90.76%	90.10%	89.47%	88.85%	88.27%	87.70%	87.16%	90.03%	89.46%	88.92%	88.39%	87.89%
Break-even Econ Occup Ratio (must pay debt)		89.62%		38.82%	39.16%	39.51%	39.86%	40.21%	40.56%	40.92%	41.28%	41.65%	42.02%	42.39%	42.77%	43.15%	43.53%

*The fourth mortgage loan from Palm Beach County requires interest-only payments for Years 1-10 of the loan, followed by payments of principal and interest based on a 50-year amortization, all subject to available cash flow.

Notes to the 15-Year Operating Pro Forma and Ratios:

1. The MMRB program does not impose any rent restrictions. However, in conjunction with the MMRB, the Development will be utilizing housing credits (“HC”) with a State Apartment Incentive Loan (“SAIL”) and HOME-ARP funding which will impose rent restrictions. Rents are based on the 2024 HOME program rents (since the 2025 HOME rents have not yet been released) and the 2025 maximum LIHTC rents published on FHFC’s website for Palm Beach County, less the applicable utility allowance. The appraiser’s achievable rent conclusions for the 70% Area Median Income (“AMI”) units are less than the maximum allowable rents and equal to the 60% AMI concluded rents. Although the 22% rents for 2025 have not yet been released on FHFC’s website, First Housing confirmed the amounts that will be released for 22% units on the Novogradac rent calculator website (the appraiser utilized the 2024 rents for the 22% AMI units).

As part of the Developer’s application to the Palm Beach County Housing Bond Loan Program (“HBLP”), 25% of the units are restricted to 50% AMI, and the Applicant agreed to charge tenants only 80% of the maximum allowable HC rents for those 50% AMI units, so that is the amount underwritten by First Housing, even though the appraiser concluded to maximum HC rents for the 50% AMI units.

2. Utility Allowances are based on an Energy Consumption Model (“ECM”) Utility Allowance Estimate prepared by Matern Professional Engineering, Inc. that is dated October 25, 2024.
3. The appraiser concluded to a 5.0% vacancy and collection loss and First Housing agrees.
4. The Miscellaneous Income line item in the pro forma includes other income from vending machines, laundry facilities, late charges, pet fees, and forfeited security deposits. The appraiser concluded to \$50,400, or \$300 per unit.
5. Based upon operating data from comparable properties, third-party reports (appraisal and market study) and First Housing’s independent due diligence, First Housing represents that, in its professional opinion, estimates for Rental Income, Vacancy, Miscellaneous Income, and Operating Expenses fall within a band of reasonableness.
6. The Real Estate Tax expense is based on the Applicant’s estimate and plan to apply for the 100% ad valorem property tax exemption passed under Section 196.1978(4), Florida Statutes. Beginning in 2026, the property must apply to the Palm Beach County property appraiser by March 1st of the tax year. Applying for this exemption requires a 99-year total

compliance period with annual certifications. If the property fails to provide affordable housing under the agreement before the end of the agreement term, there will be a penalty that is equal to 100% of the total amount financed by Florida Housing multiplied by each year remaining in the agreement.

7. First Housing received an executed management agreement dated February 25, 2025, between the Applicant and Cambridge Management, Inc. (“Management Agent”). The initial term of the agreement is for one year and automatic monthly renewals will continue thereafter until the agreement is cancelled. The Management Agent’s compensation will be 4% of gross rental income.
8. Residents are responsible for electric and cable/internet billed to their units. The owner will pay water, sewer, trash, and pest control for all units, plus utilities for the common areas and vacant units.
9. Replacement reserves are \$300 per unit, increasing at 3% thereafter based on the syndicator’s requirement.

Sources Overview

Construction Financing Information:

CONSTRUCTION FINANCING INFORMATION												
Lien Position	First	First	Second	Third	Fourth	Fifth				Totals		
Source	Local HFA Bond	Local HFA Bond	FHFC - SAIL	FHFC - HOME	Local Gov. Subsidy	SHIP	FHFC - HC 4%	Def. Dev. Fee	Other		Cash Collateral	Cash Collateral
Lender/Grantor	HFAPBC	HFAPBC	FHFC	FHFC	Palm Beach County HBLP	Palm Beach County SHIP-ARPA	Raymond James	Southport Development, Inc.	Bond Reinvestment Income		TD Bank, N.A.	Palm Beach County SHIP-ARPA
Construction Amount	\$22,055,000	\$11,945,000	\$250,000	\$1,458,500	\$7,560,000	\$1,500,000	\$10,604,288	\$5,653,744	\$3,845,400	\$64,871,932	\$33,000,000	\$1,000,000
All In Interest Rate	4.90%	3.70%	1.00%	0.00%	1.00%	0.00%					6.94%	0.00%
Debt Service During Construction	\$1,530,617	\$828,983	\$2,500	\$0	\$75,600	\$0				\$2,437,700	\$2,290,200	\$0
Bond Structure (if applicable)	Public Offering											

First Mortgage:

First Housing received correspondence from RBC Capital Markets, LLC (“RBC”) dated April 22, 2025, indicating that RBC will underwrite and market the Bonds via public offering, with an expected rating of “Aaa” (Moody’s) or “AA+” (S&P). The tax-exempt Bond financing for the Development will consist of \$34,000,000 in Bonds, a portion of which will be issued as a Freddie Mac Credit Enhancement. The Bonds will be comprised of tax-exempt Series A permanent Bonds in the issue amount of \$22,055,000, maturing 15 years from conversion and secured by U.S. Treasuries held in a collateral fund during the construction phase. The short-term tax-exempt Series B construction Bonds will be issued in the amount of \$11,945,000 and mature in 48 months, with mandatory tender in 36 months, and they will be secured by U.S. Treasuries.

The source of Bond collateral is expected to be a \$33,000,000 taxable construction loan provided by TD Bank, N.A., plus a portion of the subordinate Palm Beach County SHIP-ARPA loan (First Housing estimates \$1,000,000 of the \$2,500,000 total loan amount). Based on current market conditions as of April 25, 2025, the tax-exempt Series A permanent Bond interest rate is estimated by RBC to be 4.90%, and it is 3.70% for the tax-exempt Series B construction Bonds. The Series A and Series B Bonds are expected to generate a

combined \$722,580 in negative arbitrage based on reinvestment and bond rates as of the same date (positive arbitrage is not underwritten for this transaction).

First Housing reviewed a Summary of Terms and Conditions dated April 28, 2025, from TD Bank, N.A. outlining terms for a construction loan in an amount up to \$33,000,000 to help finance the Development. The loan is restricted to the lesser of: a) \$33,000,000; b) 70% of the appraised restricted value plus the value of the tax credits; and c) 55% construction loan-to-cost ratio (excluding deferred developer fee and any reserves required). The construction loan will bear interest at a variable per annum rate equal to 2.40% above the forward-looking Secured Overnight Financing Rate (“SOFR”) for a one-month period as published by CME Group Benchmark Administration, Ltd., with monthly payments of interest only due until maturity. SOFR was 4.29% as of April 24, 2025, which would result in an interest rate of 6.69%. First Housing includes a cushion of 0.25%, which results in an all-in rate of 6.94% for underwriting. The term of the loan is 30 months, with one 6-month extension option available.

An annual HFAPBC administrative fee in the amount of 0.15% and annual trustee fee in the amount of \$4,500 are both included in the Uses section of this report.

Permanent Financing Information:

PERMANENT FINANCING INFORMATION									
Lien Position	First	Second	Third	Fourth	Fifth				Totals
Source	Local HFA Bond	FHFC - SAIL	FHFC - HOME	Local Gov. Subsidy	SHIP	FHFC - HC 4%	Def. Dev. Fee	Other	
Lender/Grantor	Berkadia / Freddie Mac	FHFC	FHFC	Palm Beach County HBLP	Palm Beach County SHIP-ARPA	Raymond James	Southport Development, Inc.	Bond Reinvestment Income	
Permanent Amount	\$20,050,000	\$250,000	\$1,458,500	\$7,560,000	\$2,500,000	\$26,510,719	\$2,697,313	\$3,845,400	\$64,871,932
Permanent Funding Per Unit	\$119,345	\$1,488	\$8,682	\$45,000	\$14,881	\$157,802	\$16,055	\$22,889	\$386,142
% of Permanent Funding	30.9%	0.4%	2.2%	11.7%	3.9%	40.9%	4.2%	5.9%	100.0%
Underwritten Interest Rate	6.35%	1.00%	0.00%	1.00%	0.00%				
All In Interest Rate	6.35%	1.00%	0.00%	1.00%	0.00%				
Loan Term	15.0	15.5	30.0	17.5	15.5				
Amortization	40	0	0	50	0				
Must Pay or Cash Flow Dependent	Must-Pay	Cash Flow	Cash Flow	Cash Flow	Cash Flow				
Permanent Debt Service, No Fees	\$1,382,978	\$2,500	\$0	\$192,199	\$0				\$1,577,677
Permanent Debt Service, with Fees	\$1,438,478	\$6,582	\$4,728	\$80,100	\$0				\$1,529,889
Debt Service Coverage, with Fees	1.11x	1.10x	1.10x	1.04x	1.04x				
Operating Deficit & Debt Service Reserves	\$664,240								
# of Months covered by the Reserves	3.2								
Market Rate/Market Financing LTV	58%	59%	63%	85%	92%				
Restricted Market Financing LTV	71%	72%	77%	104%	112%				
Loan to Cost - Cumulative	31%	31%	34%	45%	49%				
Loan to Cost - SAIL Only		0%							

First Mortgage:

First Housing received an application for a fixed rate Freddie Mac CME Program/Bond Credit Enhancement, dated April 28, 2025, which indicates that Berkadia Commercial Mortgage LLC (“Berkadia” or “Funding Lender”) will arrange for a credit enhancement under the Freddie Mac CME Program. The tax-exempt loan amount in the application is up to \$23,000,000, based on a maximum LTV of 80% and minimum DSC of 1.15x. The forward commitment period is 36 months and it may be extended for up to 6 months, subject to Funding Lender and Freddie Mac approval and payment of an extension fee equal to 0.80% of the loan amount. The loan term is 15 years and monthly payments of principal and interest will be required based on a 40-year amortization schedule. The fixed interest rate on the tax-exempt permanent loan will be determined at rate lock based on the 18-Year Municipal Market Data Index (“MMDI”) plus

a spread of 1.10% and a credit enhancement and servicing fee of 1.11%. As of April 28, 2025, Berkadia reports the 18-Year MMDI at 4.14%, which would result in an overall rate of 6.35% for the tax-exempt permanent loan.

Although the Series A permanent Bond issue is in the amount of \$22,055,000, and the Berkadia permanent loan is available in an amount up to \$23,000,000, First Housing has underwritten to a permanent loan amount of \$20,050,000, based on the required 1.10x minimum DSC.

Additional fees included in the debt service calculation consist of: i) an annual administrative fee equal to 0.15% of the aggregate principal amount of the Bonds originally issued (\$22,055,000 Series A + \$11,945,000 Series B = \$34,000,000); and ii) an annual trustee fee equal to \$4,500.

FHFC SAIL Loan and HOME-ARP Loan:

First Housing reviewed an invitation to enter credit underwriting letter from FHFC dated November 18, 2024, that includes a preliminary commitment for a SAIL Loan in the amount of \$250,000 and a HOME-ARP Loan in the amount of \$1,458,500.

The SAIL Loan is non-amortizing with an interest rate of 1% over the life of the loan and annual payments based on available cash flow. The Applicant will not be obligated to pay more than 75% of surplus cash flow on an annual basis, as required by Freddie Mac. The SAIL Loan will have a total term of 18 years, of which 2.5 years is for the construction/stabilization period and 15.5 years is for the permanent period. As required by Freddie Mac, the SAIL Loan will be coterminous with the first mortgage plus six months (total term is 18 years). Any unpaid interest will be deferred until cash flow is available, however, at the maturity of the SAIL Loan, all principal and unpaid interest will be due.

The HOME-ARP Loan is non-amortizing with an interest rate of 0% per annum over the life of the loan, with the principal forgivable at maturity provided the units for which the HOME-ARP Loan amount is awarded are targeted as HOME-ARP Link units for the first 30 years of the 50-year Compliance Period. The Applicant will not be obligated to pay more than 75% of surplus cash flow on an annual basis, as required by Freddie Mac. The HOME-ARP Loan will have a total term of 32.5 years, of which 2.5 years is for the construction/stabilization period and 30 years is for the permanent period.

Annual payment of all applicable fees will be required. For each of the SAIL Loan and HOME-ARP Loan, fees include an annual multiple program compliance monitoring fee of \$1,082 and an annual permanent loan servicing fee of 25 bps of the outstanding loan amount up to a maximum of \$990 per month, subject to a minimum of \$250 per month.

Palm Beach County HBLP Loan:

First Housing reviewed an undated Comprehensive Loan Term Sheet from Palm Beach County's Department of Housing and Economic Development in which the Applicant received a preliminary HBLP loan award of \$7,560,000 for the construction of the Development. The interest rate will be 1% with a loan term of 20 years (First Housing has assumed a 2.5-year construction period and 17.5-year permanent period). Loan payments will be deferred until first mortgage converts to permanent financing. Interest-only payments will otherwise be due in Years 1-10, followed by principal and interest payments due in Years 11-20 based on a 50-year amortization schedule. All interest and principal payments are subject to available cash flow, with unmade payments deferred to the end of the term. Loan funds will be disbursed as reimbursements of eligible construction expenses submitted in periodic pay applications.

Also included in the debt service calculation of this loan is an annual \$4,500 monitoring fee, which is subject to annual adjustments.

Palm Beach County SHIP-ARPA:

First Housing reviewed a Palm Beach County Board of County Commissioners Executive Brief dated July 12, 2022, in which staff recommended a motion that was approved to transfer \$2,500,000 in its American Rescue Plan Act ("ARPA") funds to the Applicant for construction of the Development. Although the county did not provide a loan term sheet, the Applicant has reported to First Housing that the interest rate will be 0% and the term of the loan will be 18 years (First Housing has assumed a 2.5-year construction period and 15.5-year permanent period). A term sheet with specific loan terms will be a condition to close.

Housing Credit Equity:

Capital Contributions	Amount	Percentage of Total	When Due
1st Installment	\$5,302,144	20.00%	Closing
2nd Installment	\$5,302,144	20.00%	Later of 75% completion or November 1, 2026
3rd Installment	\$9,668,825	36.47%	Later of 100% completion or May 1, 2027
4th Installment	\$6,237,606	23.53%	Later of Stabilization or February 1, 2028
Total	\$26,510,719	100.00%	
Syndicator Name	Raymond James		
Date of LOI	4/17/2025		
Total Credits Per Syndication Agreement:	\$31,009,790		
Annual Credits Per Syndication Agreement:	\$3,100,979		
Calculated HC Exchange Rate:	\$0.855		
Limited Partner Ownership Percentage:	99.99%		
Proceeds Available During Construction:	\$10,604,288		
Annual Credits - Qualified in CUR:	\$3,011,691		

Deferred Developer Fee:

To balance the sources and uses of funds during the permanent funding period, the Developer is required to defer \$2,697,313, or 28.1%, of the total Developer Fee of \$9,591,851.

Bond Reinvestment Income:

Based on current market conditions and rates from RBC as of April 25, 2025, reinvestment income from Bond Series A and Series B is projected to total \$3,845,400, however combined Bond interest from Series A and Series B is projected to total \$4,567,980, resulting in combined negative arbitrage in the amount of \$722,580.

Strengths:

1. The Developer, General Contractor, and the Management Company are experienced in affordable multifamily housing.
2. The Developer has sufficient experience and financial resources to develop and operate the proposed Development.

Waiver Requests/Special Conditions:

None

Issues and Concerns:

None

Mitigating Factors:

None

Additional Information:

CONSTRUCTION/PERMANENT SOURCES:			
Source	Lender	Construction	Permanent
Local HFA Bond	HFAPBC	\$22,055,000	\$0
Local HFA Bond	HFAPBC	\$11,945,000	\$0
Local HFA Bond	Berkadia / Freddie Mac	\$0	\$20,050,000
FHFC - SAIL	FHFC	\$250,000	\$250,000
FHFC - HOME	FHFC	\$1,458,500	\$1,458,500
Local Gov. Subsidy	Palm Beach County HBLP	\$7,560,000	\$7,560,000
SHIP	Palm Beach County SHIP-ARPA	\$1,500,000	\$2,500,000
FHFC - HC 4%	Raymond James	\$10,604,288	\$26,510,719
Deferred Developer Fee	Southport Development, Inc.	\$5,653,744	\$2,697,313
Other	Bond Reinvestment Income	\$3,845,400	\$3,845,400
TOTAL		\$64,871,932	\$64,871,932
Cash Collateral Source(s):			
TD Bank, N.A.		\$33,000,000	
Palm Beach County SHIP-ARPA		\$1,000,000	

Uses of Funds

CONSTRUCTION COSTS:	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
New Rental Units	\$33,000,000	\$26,334,104	\$23,534,104	\$140,084	\$50,350
Site Work	\$0	\$8,045,313	\$10,845,313	\$64,555	\$1,084,531
Constr. Contr. Costs subject to GC Fee	\$33,000,000	\$34,379,417	\$34,379,417	\$204,639	\$1,134,881
General Conditions (6.0%)	\$0	\$2,062,765	\$2,062,765	\$12,278	\$0
Overhead (2.0%)	\$0	\$0	\$687,588	\$4,093	\$0
Profit (6.0%)	\$4,600,000	\$2,062,765	\$2,062,765	\$12,278	\$0
General Liability Insurance	\$0	\$687,588	\$0	\$0	\$0
Total Construction Contract/Costs	\$37,600,000	\$39,192,535	\$39,192,535	\$233,289	\$1,134,881
Hard Cost Contingency (5.0%)	\$1,800,000	\$1,959,627	\$1,959,627	\$11,664	\$0
PnP Bond paid outside Constr. Contr.	\$306,836	\$411,522	\$411,522	\$2,450	\$0
FF&E paid outside Constr. Contr.	\$75,000	\$75,000	\$75,000	\$446	\$0
Total Construction Costs:	\$39,781,836	\$41,638,684	\$41,638,684	\$247,849	\$1,134,881

Allowances:	
Below slab radon mitigation material and installation	\$85,000
Site monument sign	\$25,000
Special building signage	\$10,000
Building signage installation	\$5,000
Splash Pad	\$150,000
Primary conduit installation	\$42,856
Total	\$317,856

Notes to Total Construction Costs:

1. The Applicant has provided an executed construction contract dated April 21, 2025. The contract is a Standard Form of Agreement between SP Field LLC ("Owner") and Newco Construction Company d/b/a Wichman Construction ("GC") where the basis of payment is the Cost of Work Plus a fee with a Guaranteed Maximum Price ("GMP") in the amount of \$39,192,535. The contract requires a substantial completion date no later than 549 calendar days from the date of commencement.
2. The Development will lease washers/dryers to a portion of the residents and estimate they will purchase 50 sets. The Applicant's estimated cost of \$50,350 has been included as an ineligible cost.
3. First Housing has estimated 10% of the site work to be ineligible.
4. Allowances total 0.81% of the GMP and appear reasonable to Moran Consultants, LLC, the third-party plan and cost reviewer.

GENERAL DEVELOPMENT COSTS:	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Accounting Fees	\$0	\$50,000	\$50,000	\$298	\$50,000
Appraisal	\$0	\$29,000	\$29,000	\$173	\$0
Architect's Fees	\$2,411,440	\$350,810	\$350,810	\$2,088	\$0
Builder's Risk Insurance	\$230,000	\$150,000	\$150,000	\$893	\$0
Building Permits	\$0	\$343,794	\$343,794	\$2,046	\$0
Engineering Fees	\$0	\$900,000	\$900,000	\$5,357	\$0
Environmental Report	\$0	\$85,100	\$85,100	\$507	\$0
FHFC Administrative Fees	\$319,000	\$279,000	\$271,052	\$1,613	\$271,052
FHFC Application Fee	\$0	\$3,000	\$3,000	\$18	\$3,000
FHFC Compliance Fee	\$0	\$205,000	\$296,067	\$1,762	\$296,067
FHFC Credit Underwriting Fee	\$0	\$23,560	\$26,421	\$157	\$26,421
Insurance	\$0	\$105,000	\$105,000	\$625	\$20,000
Legal Fees - Organizational Costs	\$0	\$250,000	\$250,000	\$1,488	\$0
Lender Inspection Fees / Const Admin	\$0	\$181,000	\$181,000	\$1,077	\$0
Market Study	\$0	\$12,500	\$12,500	\$74	\$12,500
Plan and Cost Review Analysis	\$0	\$15,000	\$15,000	\$89	\$0
Property Taxes	\$10,000	\$40,000	\$40,000	\$238	\$10,000
Soil Test	\$0	\$100,000	\$100,000	\$595	\$0
Survey	\$0	\$100,000	\$100,000	\$595	\$20,000
Title Insurance and Recording Fees	\$0	\$125,000	\$125,000	\$744	\$0
Utility Connection Fees	\$0	\$350,000	\$350,000	\$2,083	\$0
Soft Cost Contingency (5.0%)	\$150,000	\$200,000	\$200,432	\$1,193	\$0
Other: Miscellaneous	\$0	\$20,000	\$0	\$0	\$0
Other: Security (Required by Insurance)	\$0	\$220,000	\$220,000	\$1,310	\$220,000
Other: Local Government Fees	\$380,000	\$0	\$0	\$0	\$0
Other: FHFC SAIL Compliance Monitoring	\$0	\$0	\$4,900	\$29	\$4,900
Total General Development Costs:	\$3,500,440	\$4,137,764	\$4,209,076	\$25,054	\$933,940

Notes to Total General Development Costs:

1. General Development Costs are based on the Applicant's updated estimates, which appear reasonable.
2. The FHFC Administrative Fee is based on 9% of the recommended annual housing credit allocation.
3. FHFC Credit Underwriting Fee includes First Housing's underwriting fee for SAIL, HOME-ARP and HC.
4. Other: FHFC SAIL Compliance Monitoring of \$4,900 is based on \$100 per year for years 51-99 in connection with the Ad Valorem Compliance Period. FHFC Compliance Fees through the initial 50-year Compliance Period will be ongoing and are incorporated in the operating pro forma and debt service analysis within this report.

FINANCIAL COSTS:	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Construction Loan Commitment Fee	\$2,203,000	\$247,500	\$247,500	\$1,473	\$0
Construction Loan Interest	\$0	\$0	\$1,719,738	\$10,237	\$429,935
Construction Loan Servicing Fees	\$0	\$25,000	\$25,000	\$149	\$0
Permanent Loan Closing Costs	\$0	\$58,350	\$58,350	\$347	\$58,350
Permanent Loan Commitment Fee	\$220,000	\$230,000	\$200,500	\$1,193	\$200,500
Local HFA Bond Closing Costs	\$0	\$69,000	\$68,000	\$405	\$68,000
Local HFA Bond Cost of Issuance	\$0	\$300,000	\$164,057	\$977	\$164,057
Local HFA Bond Interest	\$0	\$5,000,000	\$3,845,400	\$22,889	\$961,350
Local HFA Bond Trustee Fee	\$0	\$0	\$11,250	\$67	\$11,250
Local HFA Bond Underwriting Fee	\$0	\$0	\$16,984	\$101	\$16,984
Local HFA Legal - Issuer's Counsel	\$0	\$60,000	\$60,000	\$357	\$60,000
Local HFA Legal - Lender's Counsel	\$0	\$100,000	\$100,000	\$595	\$50,000
SAIL Closing Costs	\$0	\$0	\$20,000	\$119	\$20,000
SAIL Commitment Fee	\$0	\$17,085	\$2,500	\$15	\$2,500
HOME Closing Costs	\$0	\$0	\$20,000	\$119	\$20,000
HOME Subsidy Layering Review	\$0	\$0	\$4,800	\$29	\$4,800
Negative Arbitrage	\$0	\$0	\$722,580	\$4,301	\$722,580
Placement Agent/Underwriter Fee	\$0	\$55,000	\$195,938	\$1,166	\$195,938
Initial TEFRA Fee	\$0	\$3,000	\$6,000	\$36	\$6,000
Other: County Application Fee	\$0	\$10,000	\$10,000	\$60	\$10,000
Other: HBLP Underwriting Fee	\$0	\$0	\$16,984	\$101	\$16,984
Other: Syndicator Legal	\$0	\$50,000	\$50,000	\$298	\$50,000
Other: Local SHIP-ARPA Origination Fee	\$0	\$0	\$25,000	\$149	\$25,000
Other: HFAPBC Admin. Fee	\$0	\$0	\$127,500	\$759	\$127,500
Total Financial Costs:	\$2,423,000	\$6,224,935	\$7,718,081	\$45,941	\$3,221,728
Dev. Costs before Acq., Dev. Fee & Reserves	\$45,705,276	\$52,001,383	\$53,565,841	\$318,844	\$5,290,549

Notes to Total Financial Costs:

1. Construction Loan Commitment Fee is equal to 0.75% of the construction loan amount.
2. Construction Loan Interest is based on the estimated average outstanding monthly loan balance, construction period, conservative absorption rate of 25 units per month at completion, and an underwritten interest rate of 6.94%.
3. Permanent Loan Commitment Fee is equal to 1% of the permanent loan amount.
4. Local HFA Bond Closing Costs is a one-time closing fee paid to HFAPBC equal to 0.20% of the total amount of Bonds issued.
5. Local HFA Bond Cost of Issuance was calculated by the Bond Underwriter, RBC, and includes fees and expenses related to the issuance.
6. Local HFA Bond Interest was calculated based on current short-term and long-term bond interest rates provided by RBC, as of April 25, 2025.

7. Local HFA Bond Trustee Fee represents 2.5 years of the annual trustee fee of \$4,500 during the construction loan term.
8. Local HFA Bond Underwriting Fee represents First Housing's fee for underwriting the Bonds for HFAPBC.
9. First Housing included \$20,000 each for SAIL Closing Costs and HOME-ARP Closing Costs.
10. SAIL Commitment Fee is equal to 1% of the SAIL Loan.
11. Negative Arbitrage is the combined amount calculated from the short-term and long-term reinvestment and bond interest rates provided by RBC, as of April 25, 2025.
12. Other: Local SHIP-ARPA Origination Fee is equal to 1% of the Palm Beach County SHIP-ARPA loan amount.
13. Other: HFAPBC Admin. Fee represents the annual administrative fee paid to HFAPBC and is equal to 0.15% of the total amount of Bonds issued multiplied by 2.5 years.

DEVELOPER FEE ON NON-ACQUISITION COSTS	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Developer Fee - Unapportioned	\$8,200,000	\$9,310,249	\$9,591,851	\$57,094	\$0
DF to Consultant Fees	\$0	\$50,000	\$50,000	\$298	\$0
Total Dev. Fee on Non-Acq. Costs (18.0%):	\$8,200,000	\$9,360,249	\$9,641,851	\$57,392	\$0

LAND ACQUISITION COSTS	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Land	\$1,000,000	\$1,000,000	\$1,000,000	\$5,952	\$1,000,000
Total Acquisition Costs:	\$1,000,000	\$1,000,000	\$1,000,000	\$5,952	\$1,000,000

Notes to Land Acquisition Costs:

1. First Housing reviewed a Purchase and Sale Agreement dated March 1, 2024, between SP Field LLC as purchaser and SP Belle Glade LLC as seller. This is a non-arm's-length transaction since the entities share related ownership. The agreement stipulates a purchase price of \$1,000,000 and it expires December 1, 2025.

RESERVE ACCOUNTS	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Operating Deficit Reserves	\$250,000	\$575,357	\$664,240	\$3,954	\$664,240
Total Reserve Accounts:	\$250,000	\$575,357	\$664,240	\$3,954	\$664,240

Notes to Reserve Accounts:

1. First Housing has underwritten the operating deficit reserve amount in the April 17, 2025, LOI from Raymond James, which appears reasonable.

TOTAL DEVELOPMENT COSTS	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
TOTAL DEVELOPMENT COSTS:	\$55,155,276	\$62,936,989	\$64,871,932	\$386,142	\$6,954,789

RFA Limits	Maximum per RFA (%)	Actual at CUR (%)	Maximum per RFA (\$)	Actual at CUR (\$)
General Contractor Fee	14.00%	14.00%	\$4,813,118	\$4,813,118
Hard Cost Contingency	5.00%	5.00%	\$1,959,627	\$1,959,627
Soft Cost Contingency	5.00%	5.00%	\$200,432	\$200,432
Developer Fee	18.00%	18.00%	\$9,641,851	\$9,641,851

Section B

Supporting Information & Schedules

Additional Development & Third-Party Supplemental Information

Appraisal Summary:

Appraisal Summary Questions	Responses	Note
Appraisal Firm Name	Integra Realty Resources ("Integra")	
Date of Report	4/22/2025	
Confirm certified and prepared for FHFC (Y/N)	Y	
Date appraisers license expires (should be after report date)	11/30/2026	
Occupancy at Stabilization: Economic (%)	95.0%	
Occupancy at Stabilization: Physical (%)	96.0%	
Value: As Is market value of the land	\$1,200,000	
As of date and type of interest (as if vacant land)	3/04/2025; Fee Simple	
Value: "As Complete and Stabilized", subject to unrestricted rents	\$34,400,000	
As of date and type of interest (unrestricted rents)	3/04/2025; Leased Fee	
Value: "As Complete and Stabilized", subject to restricted rents	\$28,300,000	
As of date and type of interest (restricted rents)	3/04/2025; Leased Fee	
Does the As Is value of land or land & improvements to be acquired support the acquisition cost? (Y/N)	Y	

Market Study Summary:

Market Study Summary Questions	Responses	Note
Market Study Firm Name	Novogradac & Company LLP ("Novogradac")	
Date of Report	11/26/2024	
Confirm certified and prepared for FHFC (Y/N)	Y	
Number of like-kind developments (existing and proposed) in the Competitive Market Area (CMA)	1	
Short Term and Long Term Impact to existing like-kind developments	No short- or long-term impact	
Weighted Average Occupancy of like-kind developments (submarket) (must be $\geq 92\%$)	99.7%	
Number of Guarantee Fund Properties in PMA?	0	
Metrics for 10 mile radius:		1.
Level of Effort (%)	7.2% & 11.5%	2.
Capture Rate (%)	11.3%	
Remaining Potential Demand	2,330	
Absorption Rate	25 units per month	
Will the development achieve maximum allowable HC Rents? (Y/N)	N	3.
For New Construction Units, is the average market rental rate, based on unit mix and annualized rent concessions at least 110% or greater of a 60 percent of Area Median Income rental rate?	Y	
Does market exist to support both the demographic and income restriction set-asides committed to in the Application or as approved by FHFC or the Board? (Y/N)	Y	

Notes to Market Study Summary:

1. The primary market area (PMA) is defined in the market study as generally consisting of Lakeport, Port Mayaca, and Lake Okeechobee to the north, Twentymile Bend, JW Corbett Wildlife Management Area, and agricultural land to the east, Holey Land Wildlife management to the south, and Florida Route 78 and US Route 27 to the west.
2. The market analyst presents two different methodologies for the penetration rate calculation (comparable to level of effort). In methodology one (7.2%), it is calculated with a focus on the subject Development and calculated by subtracting out existing LIHTC units and proposed LIHTC units in the PMA and then dividing the subject's total number of units by the remaining demand after competition. In the second methodology (11.5%), the analyst calculates a penetration rate with a market focus by totaling all existing and proposed (including the subject) competitive affordable units within the PMA, and dividing by the total number of income eligible renter households.
3. The market analyst concluded that 30% and 60% AMI units would achieve maximum allowable HC rents, but the 70% and 80% AMI units would not achieve maximum allowable HC rents (the Developer subsequently eliminated the 80% AMI units and added 50% AMI units, as noted in the Changes from Application section of this underwriting report).

Environmental Report Summary:

Environmental Report Summary Questions	Responses	Note
Preparer Firm Name	Terracon Consultants, Inc.	
Date of Report	9/10/2024	
Type of Report	Phase I ESA	
Confirm certified and prepared for FHFC (Y/N)	Y	
Were any Recognized Environmental Conditions (RECs) noted? (Y/N)	Y	1.
Is any further investigation required? (Y/N)	Y	2.

Notes to Environmental Report Summary:

1. The assessor identified the following Recognized Environmental Conditions ("RECs") in connection with the site:
 - a. The long-term usage of the site for agricultural purposes has the potential to leave residual agrichemicals in the subsurface which could affect soil and groundwater quality.
 - b. The review of historical documents and the results described in the Phase I ESA and Draft Limited Site Investigation ("LSI") Report prepared for the site in 2019,

the historical use of the site and adjoining properties for agricultural purposes which appears to have affected soil and groundwater quality.

- c. The above ground storage tank observed at the site by Terracon during the site reconnaissance has the potential to affect soil and groundwater quality.

Terracon recommends conducting additional investigations to evaluate subsurface conditions associated with the identified RECs. Based upon the findings of further investigation, additional recommendations may be provided, including evaluation of notification requirements and preparation of plans to address affected materials including preparation of a site-specific Soil Management Plan (“SMP”), that will include protocols for handling of impacted materials and development of plans for protection of site workers, future occupants and surrounding properties.

2. Terracon’s LSI activities were completed January 6, 2025. The LSI was designed to assess for potential impacts that may have resulted from RECs identified in Terracon’s Phase I Environmental Site Assessment (“ESA”) report dated September 10, 2024. Following are the conclusions in the LSI:
 - a. Soil analytical results collected on January 29, 2025, reported endrin, toxaphene, dieldrin and arsenic above the chapter 62-777, Table II, F.A.C., soil cleanup target levels in the upper 3 to 4 feet of the soil profile which is consistent with previous results.
 - b. Groundwater analytical results did not report the presence of the tested parameters from temporary monitoring wells (“TMW”) TMW-100, TMW-101 and TMW-102 above the method detection limits or groundwater cleanup target levels.

Terracon recommends that, based on the findings of the LSI, further soil investigation of the site may be warranted to refine impacted soil estimates. Currently, a conservative estimate would be removing and replacing 4 feet of material across the entire site. However, based on analytical results, this could be refined with additional testing to fine tune the vertical and horizontal dispersion of the impacted soils. The current estimate is using large spacing between borings and should be considered order of magnitude estimates. A more refined Source Removal Plan/ Remedial Alternatives Evaluation should be conducted to evaluate remedial approaches. Additionally, based on the composite soil testing results, this material should meet the non-hazardous threshold which would reduce disposal costs. However, the receiving facility or entity will provide the costs and analytical criteria and or acceptance of the material.

Soils Test Report Summary:

Soils Test Report Summary Questions	Responses	Note
Preparer Firm Name	Florida Engineering & Testing, Inc.	
Date of Report	10/31/2022	
Did the engineer provide recommendations for site prep, foundation, stormwater, and pavement that would make the site suitable for the proposed development? (Y/N)	Y	
Were recommendations outlined consistent with Structural/Engineering Drawings? (Y/N)	N	1.

Notes to Soil Test Report Summary:

1. Moran Consultants, LLC recommends that the Geotechnical Report prepared by Florida Engineering & Test, Inc. and dated October 31, 2022, be updated to include: a) paving / parking recommendations; b) receipt of a letter from the geotechnical engineer stating that the site conditions have not changed since the date of the report, and all recommendations within the report are still valid; and c) that the geotechnical engineer review the provided / stamped structural drawings (dated 06-21-2024) and verify that foundation design is appropriate for its intended use (continuous footings are recommended to be 24” in width within the Geotechnical Report; however, the structural engineer has designed continuous footings to a width of 18”).

Plan and Cost Review Summary:

Property Conditions Report (PCR) Summary Questions	Responses	Note
Preparer Firm Name	Moran Consultants, LLC	
Date of Report	5/7/2025	
Confirm certified and prepared for FHFC (Y/N)	Y	
Were all features and amenities in Exhibit B present in the PCA report? (Y/N)	Y	
Is the GC Contract a Guaranteed Maximum Price Contract? (Y/N)	Y	
General Contract (GC Contract) Amount (PCA should match GC Contract)(\$)	\$39,192,535	
Cost per Unit	\$233,289	1.
Costs for Similar Type Developments (Include Range)	\$191,018 to \$235,465 per unit	
Is the Cost per Unit reasonable? (Y/N)	Y	
Construction schedule to substantial completion	549 calendar days	
Is the development timeline considered feasible? (Y/N)	Y	
Was an ADA Accessibility Review completed? (Y/N)	Y	
Are accessibility requirements met and have executed Florida Housing Fair Housing, Section 504 and ADA Design Certification Forms 121, 126, and 128 been received? (Y/N)	Y	
Does the design conform with all applicable Florida Building and Design Codes? (Y/N)	Y	
Are the drawings and specifications satisfactory for completion and adherence to the scope of the project? (Y/N)	Y	

Notes to Plan & Cost Review Summary:

1. The cost per unit appears to be on the high end of the range for the consultant’s cost comparables, however this is primarily due to the Applicant’s high site work cost of

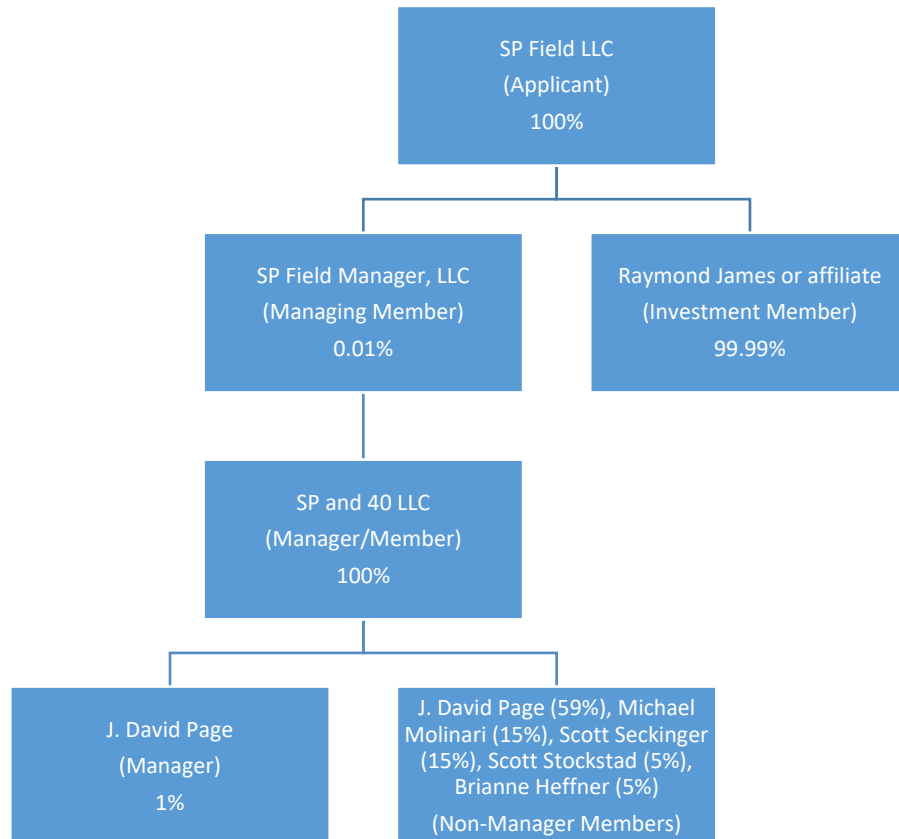
\$10,845,313, which is due to the extra costs of soil removal for the environmental remediation mentioned above.

Site Inspection Summary:

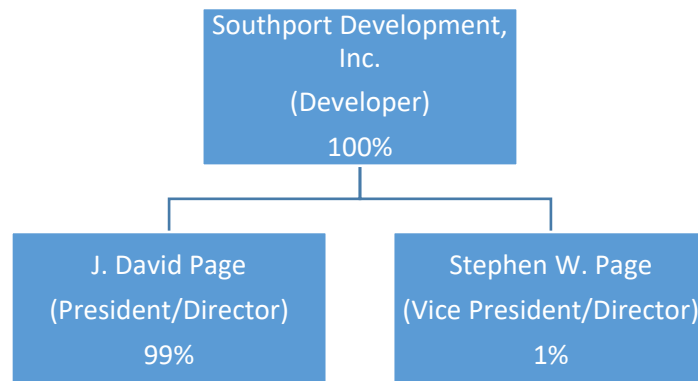
Site Visit Summary Questions	Responses	Note
Name of Inspector	First Housing	
Date of Inspection	8/1/2024	
Were the observation(s) of the inspector in line with the Market Study? (Y/N)	Y	

Applicant & Related Party Information:

Applicant Ownership Chart:



Developer Ownership Chart:



First Housing verified that the Applicant and Developer have an active status on Sunbiz.

	SP Field LLC	SP Field Manager LLC	SP and 40 LLC	J. David Page	Southport Development, Inc.	Raymond James	Note
Relationship Type	Guarantor	Guarantor	Guarantor	Guarantor	Guarantor	Syndicator	
Contact Person Name & Title	J. David Page	J. David Page	J. David Page	J. David Page	J. David Page	John Colvin Director of Acquisitions	
Contact Information	5403 W. Gray Street Tampa, FL 33609 jdpape@sphome.com 813.288.6988	5403 W. Gray Street Tampa, FL 33609 jdpape@sphome.com 813.288.6988	5403 W. Gray Street Tampa, FL 33609 jdpape@sphome.com 813.288.6988	5403 W. Gray Street Tampa, FL 33609 jdpape@sphome.com 813.288.6988	5403 W. Gray Street Tampa, FL 33609 jdpape@sphome.com 813.288.6988	880 Carillon Parkway St. Petersburg, FL 33716 john.colvin@raymondjames.com 205.874.4327	
Are Construction Completion, Operating Deficit, Environmental Indemnity and Recourse Obligations required to be signed?	Y	Y	Y	Y	Y	N/A	
Does entity have the necessary experience?	N Single-Purpose Entity	N Single-Purpose Entity	N Pass-Through Entity	Y	Y	Y	
Has a credit evaluation been completed and is it satisfactory?	Y	Y	Y	Y	Y	N/A	
Have bank statements and/or trade references been received and reviewed and are they adequate?	N/A	N/A	N/A	Y	Y	N/A	
Have all financial statements been reviewed and are they adequate?	N/A	N/A	N/A	Y	Y	Y	
Have a Statements of Financial & Credit Affairs been reviewed for contingent liabilities?	Y	Y	Y	Y	Y	N/A	
P&P Bond, or LOC, required and received from company adequately rated as required by Rule?	N/A	N/A	N/A	N/A	N/A	N/A	
Have the Management Agreement and Plans been received, dated, and executed?	N/A	N/A	N/A	N/A	N/A	N/A	
Has the selection of the Management Company been approved by FHFC's Asset Management Dept (and if Rehab have they been approved prior to or at closing)?	N/A	N/A	N/A	N/A	N/A	N/A	
Does the entity have the relevant experience and possess the financial wherewithal to successfully construct and operate the Development as proposed?	Y	Y	Y	Y	Y	N/A	

	Cambridge Management, Inc.	Newco Construction Company d/b/a Wichman Construction	Note
Relationship Type	Management Company	General Contractor	
Contact Person Name & Title	Steve Sterquell Vice President	Michael Wichman President	
Contact Information	1916 64th Ave. West Tacoma, WA 98466 ssterquell@cmiweb.net 253.905.8199	5029 W. Grace Street Tampa, FL 33609 mikewichman@wichmanconstruction.com 813.282.1179	
Are Construction Completion, Operating Deficit, Environmental Indemnity and Recourse Obligations required to be signed?	N/A	N/A	
Does entity have the necessary experience?	Y	Y	
Has a credit evaluation been completed and is it satisfactory?	N/A	Y	
Have bank statements and/or trade references been received and reviewed and are they adequate?	N/A	Y	
Have all financial statements been reviewed and are they adequate?	N/A	Y	
Have a Statements of Financial & Credit Affairs been reviewed for contingent liabilities?	N/A	N/A	
P&P Bond, or LOC, required and received from company adequately rated as required by Rule?	N/A	Closing Condition	
Have the Management Agreement and Plans been received, dated, and executed?	Y	N/A	
Has the selection of the Management Company been approved by FHFC's Asset Management Dept (and if Rehab have they been approved prior to or at closing)?	N/A	N/A	1
Does the entity have the relevant experience and possess the financial wherewithal to successfully construct and operate the Development as proposed?	Y	Y	

Exhibit 1 – 50% Test

Section III: Tax-Exempt Bond 50% Test	
Total Depreciable Cost	\$57,917,143
Plus: Land Cost	\$1,000,000
Aggregate Basis	\$58,917,143
Tax-Exempt Bond Amount	\$34,000,000
Less: Debt Service Reserve	\$0
Less: Proceeds Used for Costs of Issuance	\$0
Plus: Tax-exempt GIC earnings	\$3,845,400
Tax-Exempt Proceeds Used for Building and Land	\$37,845,400
Proceeds Divided by Aggregate Basis	64.23%

Based on the budget, the Development appears to meet the 50% test for 4% HC.

RESOLUTION NO. R-2025-15

A RESOLUTION OF THE HOUSING FINANCE AUTHORITY OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$34,000,000 HOUSING FINANCE AUTHORITY OF PALM BEACH COUNTY, FLORIDA, MULTIFAMILY MORTGAGE REVENUE BONDS (CALUSA POINTE II), SERIES 2025 (THE “BONDS”) AND PROVIDING FOR CERTAIN DETAILS THEREOF; APPOINTING THE TRUSTEE, REGISTRAR AND PAYING AGENT FOR THE BONDS; DETERMINING THE NEED FOR A NEGOTIATED SALE OF THE BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT WITH RESPECT TO THE PURCHASE AND SALE OF THE BONDS; APPROVING THE FORM OF A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING ITS DISTRIBUTION IN CONNECTION WITH THE SALE OF THE BONDS AND AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE WITH U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINANCING AGREEMENT AMONG THE AUTHORITY, THE TRUSTEE, AND SP FIELD LLC AS BORROWER ; 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; ACCEPTING THE CREDIT UNDERWRITING REPORT; 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 its Multifamily Mortgage Revenue Bonds (Calusa Pointe II), Series 2025 in the aggregate principal amount not to exceed THIRTY FOUR MILLION DOLLARS (\$34,000,000); and

WHEREAS, the Authority shall enter into that certain Trust Indenture expected to be dated as of October 1, 2025, with the herein defined Trustee (the “Trust Indenture”) for the purpose of setting forth the terms, conditions, and covenants that are necessary to secure the Bonds and protect the rights of the registered owners of the Bonds and the Authority deems it advisable to enter into the Trust Indenture with respect to the Bonds, in substantially the form attached hereto as Exhibit “A”; and

WHEREAS, the proceeds derived from the sale of the Bonds, together with other available money of the Borrower (as defined below), will be used to finance the acquisition, construction and equipping of a 168-unit multifamily rental housing development located in the City of Belle Glade (the “City”) in Palm Beach County, Florida (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, SP Field LLC, a Florida limited liability company (herein, the “Borrower”) has requested that the Authority issue the Bonds and, together with other moneys of the Borrower, finance the Project; and

WHEREAS, pursuant to the terms and provisions of that certain Financing Agreement expected to be dated as of October 1, 2025, by and among the Authority, the Trustee and the Borrower (the “Financing Agreement”) substantially in the form attached hereto as Exhibit “B,” the Authority has agreed to lend the proceeds of the Bonds to the Borrower to assist in financing the Project (the “Bond Mortgage Loan”); and

WHEREAS, the Authority desires to authorize the execution and delivery of a Land Use Restriction Agreement expected to be dated as of October 1, 2025, by and among the Borrower, the Trustee and the Authority in substantially the form presented at this meeting and attached hereto as Exhibit “C” (the “LURA”), 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, prior to conversion of the Bond Mortgage Loan from the Construction Phase to the Permanent Phase (the “Conversion”), the Bonds will be secured primarily by proceeds of the Bonds and other cash collateral and investments thereof held by the Trustee as provided in the Trust Indenture; and, in addition to Bond proceeds, prior to the Conversion, the Borrower will cause the proceeds of loans (the “Construction Loan”) from TD Bank, N.A., a national banking association (the “Construction Lender”), to be delivered to the Trustee for deposit into the

collateral fund established under the Trust Indenture from time to time as security for the Bonds;
and

WHEREAS, Federal Home Loan Mortgage Corporation a/k/a Freddie Mac (the “Credit Facility Provider”), subject to the terms and conditions of its forward commitment letter expected to be dated as of October 1, 2025 (the “Forward Commitment”) and the satisfaction on or before the Forward Commitment Maturity Date (as defined in the Forward Commitment) of the conditions to conversion set forth in that certain construction phase financing agreement expected to be dated as of October 1, 2025 by and among the Credit Facility Provider, Berkadia Commercial Mortgage LLC as servicer on behalf of the Credit Facility Provider and the Construction Lender, and approved and acknowledged by the Borrower, has agreed that upon Conversion it will provide credit enhancement of the Bond Mortgage Loan during the Permanent Phase pursuant and subject to a credit enhancement agreement, expected to be dated as of the Conversion Date, between the Credit Facility Provider and the Trustee; and

WHEREAS, on the Conversion Date, to secure the Borrower’s obligations under the Bond Mortgage Note, the Borrower will execute and deliver to the Authority a Multifamily Mortgage, Assignment of Rents, Security Agreement and Fixture Filing to be dated the Conversion Date (the “Bond Mortgage”) with respect to the Project, which Bond Mortgage will be assigned by the Authority to the Trustee pursuant to the Indenture without recourse pursuant to an Assignment of Mortgage to be dated the Conversion Date substantially in the form attached hereto as Exhibit “D” (the “Assignment of Mortgage”) and governed by an Intercreditor Agreement between the Authority and Freddie Mac to be dated the Conversion Date substantially in the form attached hereto as Exhibit “E” (the “Intercreditor Agreement”); and

WHEREAS, based upon the current market conditions, the complex nature of the financing and other factors, the Authority finds it is necessary and advisable to negotiate the sale of the Bonds pursuant to the terms and provisions of a Bond Purchase Agreement, substantially in the form attached hereto as Exhibit “F”; and

WHEREAS, in order to provide for the sale of the Bonds, the Authority wishes to approve the form of a Preliminary Official Statement substantially in the form attached hereto as Exhibit “G” and to authorize the distribution thereof in connection with the sale of the Bonds; 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 October 1, 2025 from the Borrower and the other indemnitors named therein to the Authority and Trustee relating to the Bonds and the financing of the Project in substantially the form presented at this meeting and attached hereto as Exhibit “H” (the “Indemnity Agreement”); 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 in substantially the form presented at this meeting and attached hereto as Exhibit “I” (the “Credit Underwriting Report”); and

WHEREAS, adequate provision has been made in the documents attached hereto for the Bond Mortgage Loan by the Authority to the Borrower to finance a portion of the acquisition, construction and equipping 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 Bonds, and all costs and expenses relating thereto; and

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

WHEREAS, notice of a public hearing conducted by the Executive Director of the Authority on February 14, 2025, inviting written and oral comments and discussions concerning the issuance of the Bonds was published on the Authority's website on January 28, 2025, in accordance with applicable Treasury Regulations at least 7 days prior to the date of such hearing; and

WHEREAS, on March 14, 2025, the Board approved the issuance of the Bonds 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 2023 carryforward private activity bond volume cap allocation for multifamily housing revenue bonds in an amount sufficient to be used by the Authority for the issuance of the Bonds; and

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

WHEREAS, prior to the execution and delivery of the Bond Purchase Agreement, the Authority will be provided with the disclosure statements required by Section 218.385, Florida Statutes by RBC Capital Markets, LLC, as underwriter (the "Underwriter").

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 herein defined in the above recitals, the words and terms referred to in Article I of the Trust Indenture, unless a different meaning clearly appears from the context, shall have the same meanings in this resolution as in the Trust Indenture.

SECTION 3: Authorization of the Bonds. That, for the purpose of providing funds to the Borrower in accordance with the terms of the Financing Agreement, there are hereby authorized to be issued by the Authority, its Multifamily Mortgage Revenue Bonds (Calusa Pointe II), Series 2025, in the principal amount of not to exceed \$34,000,000 (the “Bonds”).

SECTION 4: Security for the Bonds. That the Bonds will be limited obligations of the Authority. Prior to the Conversion, the principal of, premium, if any, and interest on, the Bonds will be secured by proceeds of the Bonds and other cash collateral and investments thereof held by the Trustee including from proceeds of the Construction Loan. Following the Conversion, the principal of, premium, if any, and interest on, the Bonds will be secured by the credit enhancement of the Credit Facility Provider, and by a mortgage on the Project. To secure the Borrower’s obligations under the Bond Mortgage Loan following the Conversion, the Borrower will execute and deliver the Bond Mortgage with respect to the Project, which Bond Mortgage will be assigned by the Authority to the Trustee without recourse on the Conversion Date. Neither the members of the Authority nor any person executing any of the Bonds shall be liable personally on any of the Bonds by reason of the issuance thereof. The Bonds will not be a debt of the County, the City, 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 City, the State or any other political subdivision

thereof will be pledged to the payment of the principal of, or premium, if any, or interest on any of the Bonds. The Authority has no taxing power.

SECTION 5: Approval and Execution of the Trust Indenture. That the form of the Trust Indenture relating to the Bonds presented at this meeting (and attached hereto as Exhibit “A”) expected to be dated as of October 1, 2025, by and between the Authority and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”) 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 authorized to affix the seal of the Authority and attest to the execution of the Trust Indenture 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 Trustee, Registrar, and Paying Agent. That U.S. Bank Trust Company, National Association, having its designated corporate trust office in Fort Lauderdale, Florida, is hereby appointed Trustee, Registrar and Paying Agent under the Trust Indenture.

SECTION 7: Approval and Execution of the Financing Agreement. That the form of the Financing Agreement, expected to be dated as of October 1, 2025, by and among the Authority, the Trustee and the Borrower, 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 Chairperson’s absence, 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 Financing 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 8: Negotiated Sale of Bonds Authorized. That, based on current market conditions, and the complex nature of the financing, the Authority hereby finds that it is necessary and in the best interest of the Authority that the Bonds be sold on a negotiated basis to the Underwriter.

SECTION 9: Approval and Execution of the Land Use Restriction Agreement. That the form of the Land Use Restriction Agreement relating to the Project (the “LURA”) in substantially the form presented at this meeting (and attached hereto as Exhibit “C”), expected to be dated as of October 1, 2025, by and among the Authority, the Trustee 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, 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 LURA 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 10: Assignment of Mortgage; and Intercreditor Agreement. That, in connection with the Multifamily Mortgage, Assignment of Rents, Security Agreement and Fixture Filing to be dated the Conversion Date (the “Bond Mortgage”), each of (i) the form of Assignment of Mortgage between the Authority and the Trustee to be dated the Conversion Date substantially in the form attached hereto as Exhibit “D” (the “Assignment of Mortgage”) and (ii) the form of Intercreditor Agreement between the Authority and Freddie Mac to be dated the Conversion Date substantially in the form attached hereto as Exhibit “E” (the “Intercreditor Agreement”), 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 each of the Assignment of Mortgage and the Intercreditor Agreement 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 by the Authority.

SECTION 11: Bond Purchase Agreement. That the Authority hereby agrees to sell the Bonds, pursuant to the terms and provisions of that certain Bond Purchase Agreement by and among the Authority, the Underwriter and the Borrower, substantially in the form attached hereto as Exhibit “F.” The Bond Purchase Agreement 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, and, if so required, 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 Bond Purchase 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 12: Details of the Bonds. That the proceeds of the Bonds, together with the moneys received by the Trustee from the Borrower, shall be applied, the Bonds shall mature in the years and in the amounts, bear interest at such rate or rates, and be subject to redemption, all as provided in the Trust Indenture. The execution of the Bond Purchase Agreement and the Trust Indenture shall constitute approval of such terms as set forth in this Section 12.

SECTION 13: Approval of and Authorization of Use and Distribution of Preliminary Official Statement and Official Statement. That the form of the Preliminary

Official Statement (the “Preliminary Official Statement”) relating to the Bonds in substantially the form presented at this meeting (and attached hereto as Exhibit “G”) is hereby approved and the use and distribution of which is hereby authorized by the Authority, together with such changes, modification and deletions as may be deemed necessary and appropriate. The Chairperson, Vice Chairperson or the Executive Director is hereby authorized to deem the Preliminary Official Statement final as of its date. 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 the final Official Statement (the “Official Statement”) in substantially the form of the Preliminary Official Statement, with such changes, insertions and omissions necessary to reflect the terms of the sale of the Bonds as provided in the Bond Purchase Agreement, with the advice of Bond Counsel and counsel to the Authority, and the distribution of the Official Statement in such form is hereby authorized.

SECTION 14: Approval and Execution of Fee Guaranty and Indemnity Agreement. That the form of the Fee Guaranty and Indemnity Agreement relating to the Bonds (the “Indemnity Agreement”) in substantially the form presented at this meeting (and attached hereto as Exhibit “H”), expected to be dated as of October 1, 2025, by and among the Authority, the Trustee, 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 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 Indemnity 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 15: Credit Underwriting Report. That the Authority accepts the Credit Underwriting Report prepared by First Housing attached hereto as Exhibit “I,” 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 Bonds 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 Authority, the Construction Lender and the tax-credit investor of the Borrower.

SECTION 16: Ancillary Documents. That any ancillary documents relating to the Bonds or the security thereof (herein, the “Ancillary Documents”) in the forms that are 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 a 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 17: Agreement of Authority. That all covenants, stipulations, obligations and agreements contained in this resolution and contained in the Trust Indenture, the Financing Agreement or 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 18: No Other Rights Conferred. That, except as otherwise expressly provided herein, in the Trust Indenture, in the Financing Agreement or in any Ancillary Documents, nothing in this resolution, in the Trust Indenture, in the Financing Agreement or in any Ancillary Documents, expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation other than the Authority, the registered owners of the Bonds issued under the provisions of this resolution and the Trust Indenture, the Trustee, the Construction Lender or the Credit Facility Provider, any right, remedy or claim, legal or equitable, under and by reason of this resolution or any provision thereof or the Trust Indenture, the Financing Agreement or in any Ancillary Documents or any provision thereof; this resolution, the Trust Indenture, the Financing Agreement or any Ancillary Documents and all of their respective provisions being intended to be and being for the sole and exclusive benefit of the Authority, the registered owners of the Bonds issued under the provisions of this resolution and the Trust Indenture, the Trustee, the Construction Lender and the Credit Facility Provider.

SECTION 19: Severability. That, in case any one or more of the provisions of this resolution, or of the Trust Indenture, the Financing Agreement, the LURA, the Indemnity Agreement, or of any of the Bonds issued hereunder 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 Trust Indenture, the Financing Agreement, the LURA, the Indemnity Agreement or of said Bonds, but this resolution, the Trust Indenture, the Financing Agreement, the LURA, the Indemnity Agreement and said Bonds shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained therein.

SECTION 20: Further Actions. That 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 counsel, Bond Counsel, or other agents of the Authority and the officers, agents and employees of the Trustee are hereby authorized and directed to do all acts and things required of them by the provisions of the Bonds, the Trust Indenture, 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 Bonds or as a condition precedent for the issuance of the Bonds. The Trustee is hereby authorized and directed to authenticate the Bonds and deliver them to the initial Bondholders in accordance with the Trust Indenture and this resolution.

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 Bonds and shall retain adequate records of such compliance until at least three (3) years after the Bonds mature or are redeemed.

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 Bonds 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 10th day of October, 2025.

(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 "Skip" Miller, Esq.

Title: Attorney

EXHIBITS TO RESOLUTION

Exhibit A	--	Trust Indenture
Exhibit B	--	Financing Agreement
Exhibit C	--	Land Use Restriction Agreement
Exhibit D	--	Assignment of Mortgage
Exhibit E	--	Intercreditor Agreement
Exhibit F	--	Bond Purchase Agreement
Exhibit G	--	Preliminary Official Statement
Exhibit H	--	Fee Guaranty and Indemnity Agreement
Exhibit I	--	Credit Underwriting Report

Tab 3

VI. New Business - attachments

- a.** Request for direction regarding AGO opinion
 - i.** Procedure for requesting an opinion



JAMES UTHMEIER



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Home



Frequently Asked Questions About Attorney General Opinions

REQUESTING AN ATTORNEY GENERAL OPINION

I. General Nature and Purpose of Opinions

Advisory: Issuing legal opinions to governmental agencies has long been a function of the Office of the Attorney General. Attorney General Opinions serve to provide legal advice on questions of statutory interpretation and can provide guidance to public bodies as an alternative to costly litigation. Opinions of the Attorney General, however, are not law. They are advisory only and are not binding in a court of law.

Questions of Law: Attorney General Opinions are intended to address only questions of state law, not questions of federal law, questions of fact, mixed questions of fact and law, or questions of executive, legislative, or administrative policy. An Attorney General Opinion is not a substitute for the advice and counsel of the attorneys who represent governmental agencies and officials on a day to day basis.

Declaratory Judgment: Particularly difficult or momentous questions of law should be submitted to the courts for resolution by declaratory judgment. When deemed appropriate, this office will recommend this course of action. Similarly, there may be instances when securing a declaratory statement under the Administrative Procedure Act will be appropriate and will be recommended.

II. Types of Opinions Issued

There are several types of opinions issued by the Attorney General's Office. All legal opinions issued by this office, whether formal or informal, are persuasive authority and not binding.

Formal: Formal numbered opinions are signed by the Attorney General and published in the Report of the Attorney General. These opinions address questions of law that are of statewide concern.

Informal: This office also issues a large body of informal opinions. Generally, these opinions address questions of limited application. Informal opinions may be signed by the Attorney General or by the drafting assistant attorney general.

Those signed by the Attorney General are generally issued to public officials to whom the Attorney General is required to respond. While an official or agency may request that an opinion be issued as a formal or informal, the determination of the type of opinion issued rests with this office.

III. Persons to Whom Opinions May Be Issued

Public Officials: The responsibility of the Attorney General to provide legal opinions is specified in section 16.01(3), Florida Statutes, which provides that the Attorney General:

Notwithstanding any other provision of law, shall, on the written requisition of the Governor, a member of the Cabinet, the head of a department in the executive branch of state government, the Speaker of the House of Representatives, the President of the Senate, the Minority Leader of the House of Representatives, or the Minority Leader of the Senate, and may, upon the written requisition of a member of the Legislature, other state officer, or officer of a county, municipality, other unit of local government, or political subdivision, give an official opinion and legal advice in writing on any question of law relating to the official duties of the requesting officer.

Executive & Legislative Branch: The statute thus requires the Attorney General to render opinions to the Governor, a Cabinet member, the head of a department in the executive branch, the Speaker of the House, the President of the Senate, the Minority Leader of the House, or the Minority Leader of the Senate.

State & Local Government: The Attorney General may issue opinions to a Legislator, another state officer, or an officer of a county, municipality, other unit of local government, or political subdivision. If an Attorney General Opinion is being requested by a member of the Legislature, the member must certify on the Certification form (below) that the member has attempted to obtain an opinion on the issue from the general counsel of the member's chamber, provide a copy of any written opinion obtained, and submit a copy of the opinion request to the presiding officer of his or her chamber at the time the request is provided to this office. In addition, the Attorney General is authorized to provide legal advice to state attorneys pursuant to section 16.08, Florida Statutes, and to the representatives from Florida in Congress regarding matters within the scope of section 16.52(1), Florida Statutes.

Boards and Commissions: Questions relating to the powers and duties of officials who sit on a public board or commission (or other collegial public body) should be requested by a majority of the members of that body and not merely by a dissenting member or faction. A request from a board should, therefore, clearly indicate that the opinion is being sought by a majority of its members. An opinion request on behalf of a board or commission should be accompanied by a resolution, minutes, or transcript reflecting a vote to seek the opinion. If the board or commission is represented by counsel, the board or commission must obtain a written opinion of counsel and include that opinion with the request.

IV. When Opinions Will Not Be Issued

Private Citizens: Section 16.01(3), Florida Statutes, does not authorize the Attorney General to render opinions to private individuals or entities, whether their requests are submitted directly or through governmental officials. An Attorney General Opinion will not, therefore, be issued when the requesting party is not among the officers specified in section 16.01(3), Florida Statutes.

Non-Official Duties: An opinion request must relate to the requesting officer's own official duties. An Attorney General Opinion will not, therefore, be issued when an officer falling within section 16.01(3) asks a question that does not relate to his or her own official duties.

Disputes: Opinions should not be sought to arbitrate a political dispute between agencies or between factions within an agency or merely to buttress the opinions of an agency's own legal counsel. Nor should an opinion be sought as a weapon

by one side in a dispute between agencies.

Court Matters: In order not to intrude upon the constitutional prerogative of the judicial branch, opinions generally are not rendered on questions pending before the courts or on questions requiring a determination of the constitutionality of an existing statute or ordinance.

Local Codes, Ordinances, or Charters: Opinions generally are not issued on questions requiring an interpretation only of local codes, ordinances, or charters rather than the provisions of state law. Instead such requests will usually be referred to the attorney for the local government in question.

Other Agencies: In addition, when an opinion request is received on a question falling within the statutory jurisdiction of some other state agency, the Attorney General may, in the exercise of discretion, transfer the request to that agency or advise the requesting party to contact the other agency. For example, questions concerning:

- the Code of Ethics for Public Officers and Employees may be referred to the Florida Commission on Ethics;
- the Florida Election Code may be directed to the Division of Elections in the Department of State; or
- the interpretation of any agency's rules may be referred to the agency

Discretion: As quoted above, section 16.01(3), Florida Statutes, provides for the Attorney General's authority to issue opinions "[n]otwithstanding any other provision of law," thus recognizing the Attorney General's discretion to issue opinions in such instances.

The following are examples of the kinds of questions the Attorney General may decline to address:

- questions of a speculative nature;
- questions from private individuals or entities;
- questions requiring factual determinations;
- questions which cannot be resolved due to an irreconcilable conflict in the laws (although the Attorney General may attempt to provide general assistance);
- questions of executive, legislative, or administrative policy;
- questions on matters that are addressed in proposed legislation currently before the Legislature;
- matters involving intergovernmental disputes unless all governmental agencies concerned have joined in the request;
- moot questions;

- questions pending before a court or administrative forum;
- questions involving an interpretation only of local codes, charters, ordinances, or regulations; or
- questions the official or agency has already acted on and is seeking to justify (such as the expenditure of public funds or the adoption of an ordinance).

V. Form In Which Request Should Be Submitted

Before submitting an opinion request, it is important that you read all of the information in Parts I through VI of this web page, explaining how to comply with the relevant statutes and the policies of the Attorney General.

Requests for opinions must be submitted in writing on official agency letterhead or by the attorney representing the agency. Requests should be addressed to:

Attorney General
Department of Legal Affairs
The Capitol PL01
Tallahassee, Florida 32399-1050

Questions of Law: The request should clearly and concisely state the question of law to be answered. Sufficient elaboration should be provided so that it is not necessary to infer any aspect of the question or the situation on which it is based.

Description of Facts and Circumstances: If the question is predicated on a particular set of facts or circumstances, all material facts should be set out. If there is existing litigation before the courts involving the requesting party concerning the same subject matter, the nature of the litigation should be fully discussed. If litigation has been threatened, any documents evidencing the threat should be disclosed. If litigation develops during the pendency of the opinion request, staff in this office should be advised and all material documents disclosed with the opinion request.

Memorandum of Law: In order to facilitate a timely response to opinion requests, this office requires that the attorneys for government and other public entities requesting an opinion provide this office with a memorandum of law to accompany the request. The memorandum should include or attach the opinion of the requesting party's legal counsel, a discussion of the legal issues involved, and references and citations to relevant constitutional provisions, statutes, charters, administrative rules, judicial decisions, Attorney General Opinions, etc. Copies of any court decisions unavailable from online legal research databases should be attached to the memorandum of law. When counsel has previously provided a written legal opinion on the issue(s) to the party requesting the opinion or the board, commission, agency, or public body of which the requesting party is a member, a copy of the opinion must be included with the opinion request.

Interested Parties: Input from other public officials, organizations, or associations representing public officials may be requested by this office prior to issuing an opinion. Interested parties may also submit a memorandum of law and other written material or statements for consideration. Any such material will be attached to and made a part of the permanent file of the opinion request to which it relates.

Certification: For any request other than from the Governor, a Cabinet member, the head of a department in the executive branch, the Speaker of the House, the President of the Senate, the Minority Leader of the House, or the Minority Leader of the Senate, this office requires that an opinion request be accompanied by a [certification](#) that he or she has complied with the requirements of section 16.01(3) and the policies of the Attorney General as stated herein. The Certification shall be completed, signed, and submitted with the opinion request.

VI. Miscellaneous

Formal Opinions Database: This office provides access to formal Attorney General Opinions through a [searchable database](#) from the Attorney General's website. Opinions issued between 1895 and 1981 may be found in the [Attorney General Opinion Indexes - 1895 to 1981](#).

Informal Opinions: Copies of informal opinions may be obtained from the Opinions Division of the Attorney General's Office at 850-245-0140.

Updating Opinions: The Attorney General's Office does not routinely update previously issued opinions. Thus, older opinions of the Attorney General may not reflect current statutes or case law. Before relying on an opinion from the Attorney General's Office, a search should be undertaken for changes in the law upon which the opinion is based.

Dual Officeholding: As an alternative to requesting an opinion, officials may wish to use the [informational pamphlet](#) prepared by this office on dual officeholding for public officials.

Sunshine Manual: The Attorney General prepares the Government in the Sunshine Manual, which explains the laws under which Florida ensures public access to the meetings and records of state and local government. The manual is available [here](#) or through the [First Amendment Foundation](#).

Attorney General Reports may be ordered [here](#).

Additional information may be obtained by contacting the Opinions Section of the Attorney General's Office at 850-245-0140.

- [Searchable Database of Attorney General Opinions](#)
- [Historical Collection of Attorney General Opinions](#)
- [Attorney General Opinion Indexes - 1895 to 1981](#)
- [How to Obtain Previous Opinions](#)
- [Dual Officeholding Pamphlet](#)
- [Sunshine Manual](#)
- [Annual Report](#)

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