

HOUSING FINANCE AUTHORITY OF PINELLAS COUNTY
Board Meeting – January 15, 2020 – 3:00 pm
315 Court St., 4th Floor, Clerks Large Conference Room
Clearwater, FL 33756

AGENDA

1. CALL TO ORDER

Pledge of Allegiance
Introductions

2. PUBLIC COMMENTS

3. APPROVAL OF MINUTES

A. Minutes December 4, 2019

4. TREASURER'S REPORTS

1. None this month pending closeout of 2018-19

5. COMMUNICATIONS TO THE AUTHORITY

A. Tampa Bay CDC usage report - \$100,000 loan
B. Clearwater Neighborhood Housing Services usage report - \$60,000 loan

6. REPORTS BY STAFF

A. HFA Operations and Multi-Family Update – Kathryn Driver
1. Occupancy Reports
B. Single Family Update – Karmen Lemberg
C. Special Projects Update – Lolitha Stone

7. NEW BUSINESS

A. Clear Bay Terrace Inducement
1. Memo
2. Resolution and Memorandum of Understanding 2020-01

(Action Item)

B. Creekside Manor I and II Inducement
1. Memo
2. Resolution and Memorandum of Understanding 2020-02

(Action Item)

C. Amendment of Ground Lease – Woodlawn Trail
1. Memo
2. Amendment to Ground Lease

(Action Item)

D. CSG Investment Review – David Jones

NEXT PAGE

8. BOARD MEMBER COMMENTS

9. ADJOURNMENT

Upcoming...

Next Meeting February 5, 2020 – 315 Court St., 4th Floor, Clerks Large Conference Room

Meeting materials that are not currently available in ADA compliant electronic format are available upon request. Contact Kathryn Driver 727-223-6418 or Karmen Lemberg 727-223-6419 or newhome@pinellashfa.com

Persons are advised that, if they decide to appeal any decision made at this meeting/hearing, they will need a record of the proceedings, and, for such purposes, they may need to ensure that a verbatim record of the proceedings is made, which includes testimony and evidence upon which the appeal is to be based.

Clearwater, Florida, December 4, 2019

The Housing Finance Authority (HFA) Board of Pinellas County (as created by the Code of Ordinances of Pinellas County, Section 2-386) met in regular session in the Clerk's Fourth Floor Conference Room, Pinellas County Courthouse, 315 Court Street, Clearwater, Florida, at 3:00 P.M. on this date with the following members present:

Robyn Fiel, Vice-Chairman
Steven Beal, Treasurer
Dennis Long, Secretary
Paul Burroughs, Assistant Treasurer

Also Present

Kathryn Driver, Executive Director, HFA
Karmen Lemberg, Director of Homeownership Programs and Operations, HFA
Lolitha Stone, Special Programs Director, HFA
Michael Cronin, Attorney, Johnson, Pope, Bokor, Ruppel & Burns, PA
Debbie Berner, RBC Capital Markets
Sue Denihan, eHousing Plus
David Jones, CSG Advisors
Tim Wranovix, Raymond James
Other Interested Individuals
Chris Bartlett, Senior Board Reporter, Deputy Clerk
Minutes by Amelia Hanks

AGENDA

1. CALL TO ORDER
 - Pledge of Allegiance
 - Introductions
2. PUBLIC COMMENTS
3. APPROVAL OF MINUTES
 - A. Minutes of October 2, 2019
 - B. Minutes TEFRA Hearing, Lexington Club Apartments October 15, 2019
4. TREASURER'S REPORTS
 - A. DRAFT September 2019
 - 1. General Fund
 - 2. Housing Trust Fund
 - 3. Land Assembly Fund

December 4, 2019

5. COMMUNICATIONS TO THE AUTHORITY
 - A. Tampa Bay CDC Usage Report - \$100,000 Loan
 - B. Clearwater Neighborhood Housing Services Usage Report - \$60,000 Loan
6. REPORTS BY STAFF
 - A. HFA Operations and Multi-Family Update – Kathryn Driver
 1. Occupancy Report- September
 2. Lutheran Towers Occupancy Report
 - B. Single Family Update – Karmen Lemberg
 - C. Special Projects Update – Lolitha Stone
7. NEW BUSINESS
 - A. Palmetto Park Apartments Inducement
 1. Memo
 2. Resolution No. 2019-19 and MOA (Action Item)
 - B. TB/CDC and CNHS Promissory Note Extensions
 1. Memo (Action Item)
8. BOARD MEMBER COMMENTS
9. ADJOURNMENT

CALL TO ORDER

Vice-Chairman Fiel called the meeting to order at 3:00 P.M., led the Pledge of Allegiance, and asked for a moment of silence and reflection. At her request, those in attendance introduced themselves. A sign-in sheet and all documents provided to the Clerk's Office have been filed and made a part of the record.

PUBLIC COMMENTS

No one appeared in response to the Vice-Chairman's call for citizens wishing to be heard.

MINUTES OF THE OCTOBER 2, 2019 HFA MEETING AND THE OCTOBER 15, 2019 TEFRA MEETING – APPROVED

Upon presentation by Vice-Chairman Fiel, Mr. Long moved, seconded by Mr. Beal and carried unanimously, that the minutes of the October 2, 2019 meeting be approved.

December 4, 2019

Upon presentation by Vice-Chairman Fiel, Mr. Long moved, seconded by Mr. Burroughs and carried unanimously, that the minutes of the October 15, 2019 TEFRA meeting be approved.

DRAFT TREASURER'S REPORTS – APPROVED

General Fund – September 2019

Mr. Beal presented the HFA General Fund financial statements for the month of September 2019; whereupon, he reviewed the September Cash Roll Report and moved, seconded by Mr. Long and carried unanimously, that the financial statements be approved.

Housing Trust Fund – September 2019

Mr. Beal presented the HFA Housing Trust Fund financial statements for the month of September 2019; whereupon, he reviewed the September Cash Roll Report and moved, seconded by Mr. Burroughs and carried unanimously, that the financial statements be approved.

Land Assembly Fund – September 2019

Mr. Beal presented the Land Assembly Fund financial statements for the month of September 2019; whereupon, he reviewed the September Cash Roll Report and moved, seconded by Mr. Long and carried unanimously, that the financial statements be approved.

COMMUNICATIONS TO THE AUTHORITY

Tampa Bay Community Development Corporation (CDC) Usage Report – \$100,000 Loan

Ms. Driver related that a monthly report detailing usage of the loan with Tampa Bay CDC is included in the agenda packet.

Clearwater Neighborhood Housing Services (CNHS) Usage Report – \$60,000 Loan

Ms. Driver related that a monthly report detailing usage of the loan with CNHS is included in the agenda packet.

Ms. Driver noted that representatives from Tampa Bay CDC and CNHS are in attendance to speak on an upcoming agenda item; and that they are available to provide information regarding the usage reports.

REPORTS BY STAFF

HFA Operations, Special Projects, and Multi-Family Update

Ms. Driver reported on the following:

- She spoke at the October affordable housing panel at the request of St. Petersburg Councilmember Brandi Gabbard and County Commissioner Seel.
- The HFA continues to work with developers on several upcoming multi-family transactions, and to receive inquiries pertaining to bond and Assembly Fund financing opportunities.
- She will meet with County staff regarding the new affordable housing funding allocation process, noting that Penny IV Affordable Housing and Economic Development Guidelines will be considered for approval by the Board of County Commissioners (BCC) at the December 12 meeting; and that the guidelines provide for opportunities to utilize economic development funds toward affordable housing projects, in addition to funding land acquisition.
- She attended an investment seminar hosted by Florida Surplus Asset Fund Trust (FL SAFE) in October.
- The HFA audit took place in early November and the accountant is finalizing the report.
- The Oasis Acres project closed on November 13.
- HFA staff attended a Habitat for Humanity home dedication for Ready for Life, Inc. staff member Shadai Simmons.
- The interlocal agreement between the HFA and the City of St. Petersburg is being revised.
- The BCC will be appointing a new HFA Board member at the December 12 meeting. She and Ms. Fiel have met with some of the applicants.

December 4, 2019

- She will be meeting with Faith and Action for Strength Together organization members regarding plans for the Penny IV funds and will provide a recap of projects funded with the Penny III funds.
- A ribbon-cutting ceremony for the Woodlawn Trail Apartments project will take place on December 17.
- She will attend a countywide housing strategy meeting at the Foundation for Healthy St. Petersburg later in December.
- The next HFA meeting will be held on January 15, 2020, which will be the third Wednesday of the month; the meeting schedule will go back to the first Wednesday of the month starting in February.

Ms. Driver reminded everyone that the HFA has an open-door policy; whereupon, responding to queries by Mr. Long concerning the new Penny for Pinellas funding guidelines, she indicated that vertical construction pertains to the Economic Development Program only; and that in a potential mixed-use development, HFA will not hold responsibility for the commercial portions of the project, and Mr. Long requested that she further clarify how the changes in the guidelines may impact the land trust program in terms of holding a title to the property in a mixed-use development project scenario.

Single Family Update

Ms. Lemberg referred to the *Single Family Program Update* report included in the agenda packet and reported that the continuous lending bond program 2019A has been fully originated; that the 2020A program was started, and with 14 loans totaling \$2.1 million as of this morning, holiday slowdown is not apparent; and that the HFA will be using the Federal Home Loan Bank line of credit until the 2020A bond is ready to issue.

Ms. Lemberg indicated that Federal Home Loan Bank of Atlanta has stepped up their social media feeds in the Tampa Bay area for the Community Heroes Program, noting that there is currently one loan in progress; that income specifications have been an issue across the region; and that she will speak with Sheriff's Office representatives regarding spreading the word about the program. In response to queries by the members, she discussed the challenges associated with making adjustments to the income requirements, noting that Federal Home Loan Bank is working to determine whether a lower limit can be set.

Ms. Lemberg related that the November No Place Like Home show featured the Homeless Empowerment Project; and that the January show will inform the public about scammers.

Special Projects Update

Ms. Stone related that she met with local Regions Bank representatives regarding financial literacy workshops for community land trust homeowners and Ready for Life program participants, noting that the Bank agreed to assist. She also reported that she sent out the HFA's first quarterly newsletter to the community land trust owners with various information and tips; that she is in the process of preparing the 2019 Housing Trust Fund Annual Report; that the HFA is still an active participant with the Ready for Life program; and that the HFA currently has one property under contract with a cash buyer.

NEW BUSINESS

Palmetto Park Apartments Inducement

RESOLUTION NO. 2019-19 EXPRESSING THE INTENT OF THE HOUSING FINANCE AUTHORITY OF PINELLAS COUNTY, FLORIDA TO PROCEED WITH THE FINANCING OF A MULTIFAMILY RESIDENTIAL RENTAL HOUSING PROJECT THROUGH THE ISSUANCE OF ITS MULTIFAMILY HOUSING REVENUE BONDS, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$10,000,000 FOR THE BENEFIT OF PALMETTO PRESERVATION, LTD., A FLORIDA LIMITED PARTNERSHIP, OR ITS AFFILIATE; AUTHORIZING THE SCHEDULING OF A PUBLIC HEARING ON THE FINANCING; AND ESTABLISHING AN EFFECTIVE DATE

Ms. Driver related that a Memorandum of Agreement and the resolution are included in the agenda packet; and that the project is also known as Greenwood Apartments, noting that many of the transactions contain both names. She indicated that she received correspondence from the attorney for Lincoln Avenue Capital regarding a request that an outstanding HFA loan be assumed by the new buyer, the maturity date be extended, and other related matters, which she will present to the Board for consideration at the next meeting; whereupon, she introduced Hanna Jamar of Lincoln Avenue Capital.

Ms. Jamar provided information regarding the company and the project, relating that Lincoln Avenue Capital is focused on preservation of the existing apartments; that property rehabilitation will cost approximately \$6.3 million and involve complete interior renovation of the 178 units, replacement of some heating, ventilation, and air-conditioning units, and update of the community and childcare areas. In response to queries by Messrs. Burroughs and Beal, Ms. Jamar discussed the number of units set aside for certain Area Median Income (AMI) households and accessible units, indicating that the current accessible unit tenants will be placed in a hotel during

rehabilitation; that for all other tenants it will be a “tenant in place” two-day rehabilitation done during business hours; that 98 percent of the apartments are available; and that the project will start in late spring or early summer.

Attorney Cronin presented the resolution and agreement, noting that they are standard; that the Authority would be held harmless if the transaction does not occur; that the HFA will be allowed to be paid a percentage of excess cash flow; and that he is familiar with the project and was its big proponent in the early 2000s because the developers helped transform a blighted area of north Clearwater, and Ms. Driver provided input, noting that the project will be presented to the Board for final approval at a future meeting.

Thereupon, Mr. Long moved, seconded by Mr. Beal and carried unanimously, that Resolution No. 2019-19 be approved.

TBCDC and CNHS Promissory Note Extensions

Ms. Driver related that her memorandum to the Authority and letters reflecting the Tampa Bay CDC and CNHS requests for outstanding promissory note extensions are included in the agenda packet; and that she recommends a one-year extension of the Tampa Bay CDC note, to expire on December 31, 2020, and a three-month extension of the CNHS note, to expire on March 31, 2020. She remarked that Isay Gulley and Michael Holmes of CNHS and Fran Pheeny of Tampa Bay CDC are in attendance, and Ms. Pheeny provided input; whereupon, Mr. Beal moved, seconded by Mr. Burroughs, that the one-year extension of the outstanding promissory note with Tampa Bay CDC be approved.

Attorney Cronin recommended that the extensions for both notes be formalized via standard note modification and extension agreements, and Mr. Beal amended his motion, seconded by Mr. Burroughs, to indicate that it is subject to the formal agreement, and upon call for the vote, the motion carried unanimously.

Referring to various documents, Ms. Gulley and Mr. Holmes provided background information regarding CNHS, noting that the organization has been providing affordable housing in the most challenged area of the north county since 1979; whereupon, they updated the Board on current projects and activities, growth since the last note extension in October, and new strategies for attracting buyers.

During discussion and in response to queries by the members, Mr. Holmes provided details relating to a current house for sale by CNHS and how a prospective buyer may meet qualifications for the

December 4, 2019

mortgage. Ms. Driver clarified that the note extension is to March 31, 2020; that the loan provides downpayment closing cost assistance to CNHS buyers who would otherwise have to pay out of pocket; that the costs are subsequently reimbursed by the City of Clearwater; and that the HFA does not make interest on the said note. Mr. Long indicated that he would not support the extension in the requested amount of \$60,000, but would for a lesser amount; whereupon, Mr. Holmes and Ms. Gulley reassured the members that CNHS will be able to fulfill the note by March 31.

Mr. Burroughs moved, seconded by Mr. Beal, that the CNHS note be extended for 90 days through March 31, 2020, and the motion carried 3 to 1, with Mr. Long casting the dissenting vote; whereupon, Attorney Cronin reminded the Board that the extension is subject to the aforementioned note modification agreement, and Ms. Gulley thanked the Board members for their support.

BOARD MEMBER COMMENTS

Mr. Beal wished everyone a happy Thanksgiving. Mr. Burroughs related that his surgery was a success, and Ms. Fiel wished everyone happy holidays.

ADJOURNMENT

The meeting was adjourned at 3:55 P.M.

Secretary/Treasurer

HFA OF PINELLAS COUNTY \$100,000 REVOLVING LOAN MONTHLY USAGE REPORT					
<u>DATE</u>	<u>DESCRIPTION</u>	<u>TYPE</u>	<u>CR</u>	<u>DR</u>	<u>HFA REV FUND CASH BALANCE</u>
10/1/2019	Unused \$ 10/1/19				\$ 52,000.00
10/1/2019	Largo Reimbursement	Nieves		\$ 25,000.00	\$ 77,000.00
10/17/2019	DPA-Largo	Zukowski	\$ 25,000.00		\$ 52,000.00
11/30/2019	No Activity				\$ 52,000.00
12/11/2019	Largo Reimbursement	Zkowski		\$ 25,000.00	\$ 77,000.00
12/11/2019	Clearwater Reimbursement	Martinez		\$ 20,000.00	\$ 97,000.00

Pinellas County Housing Finance Authority
Revolving loan Usage Report
Clearwater Neighborhood Housing Services, Inc
July 10, 2017 through January 15, 2020

Actual	Description	Closed/Pending	Type	Credit	Debit	PCHFA Fund Balance
10/17/18	Funds from City of Clearwater				40,000.00	60,000.00
10/24/18	No Activity					60,000.00
11/20/18	No Activity					60,000.00
12/24/18	No Activity					60,000.00
1/22/19	No Activity					60,000.00
2/19/19	No Activity					60,000.00
3/11/19	No Activity					60,000.00
4/30/19	No Activity					60,000.00
5/20/19	No Activity					60,000.00
6/15/19	No Activity					60,000.00
7/15/19	No Activity					60,000.00
8/20/19	No Activity					60,000.00
9/15/19	No Activity					60,000.00
10/15/19	No Activity					60,000.00
11/15/19	No Activity					60,000.00
12/15/19	No Activity					60,000.00
1/15/20	No Activity					60,000.00

PINELLAS COUNTY PROJECTS STATUS AS OF 10/31/2019
MONTHLY REPORTS

PROJECTS	UNITS	OCC (ACT)	LOW OCC (ACT)	% LOW INCL VAC LOW	% OCC (ACT)	% OCC CHANGE
Alta Largo*	288	263	60	21% VL	91%	+0%
Bayside Court	144	141	57	40%	98%	+1%
Boca Ciega Townhomes	109	108	108	100%	99%	+0%
Booker Creek	156	153	63	40%	98%	-1%
Clearwater Apartments	90	90	90	100%	100%	+0%
James Park	82	78	78	100%	95%	+6%
Oceanside Estates	104	96	96	100%	92%	-1%
Pinellas Heights	153	149	149	100%	97%	-2%
Viridian (Columbian)	188	185	185	100%	98%	+0%

*Alta Largo is required to have a minimum of 20% Very Low Income Adjusted to Family Size.

PINELLAS COUNTY PROJECTS STRATUS AS OF 9/30/2019
ANNUAL REPORTS

PROJECTS	UNITS	REPORTING STATUS
Ashley Place	55	Reports in September next report due 10/2020
Boardwalk	36	Reports in September next report due 10/2020
Cypress Pointe	26	Reports in September next report due 10/2020
HEP West	32	Reports in December next report due 1/2020 only required to have 28 certified units
Magnolia Court	26	Reports in December next report due 1/2020
Oak Ridge Estates	62	Reports in March next report due 4/2020 only required to have 8 certified units
Santo's Isle	50	Reports in June next report due 7/2020
Tarpon Village aka Sunrise Place	36	Reports in September next report due 10/2020
Townhomes at Creek Park	27	Reports quarterly – March, June, September and December reports next report due 12/2019
Transfiguration Manor	68	Reports in June next report due 7/2020 only required to have 5 certified units

SELTZER MANAGEMENT GROUP, INC.
Pinellas County Bond Occupancy Report
Period Ending 10/31/2019

Property	Project ID	County	Total Units	Total Occup	% Occup	Total Cert	Low Inc Cert Units	Total % Low Income	Min Low Inc % Req	Comments/ Checked By Unit
Lutheran Apartments	Series 2019A-B	Pinellas	224	181	80.8%	0	0	0.0%	40.0%	SKW/
Woodlawn Trail	Series 2018	Pinellas	80	80	100.0%	80	80	100.0%	40.0%	LJL/

Lutheran Apartments – County Bonds Closed 8/29/2018, Property is not refilling Vacant units until renovation is Completed. Currently have zero county bond units certified.



Memorandum

Housing Finance Authority

26750 US Highway 19 N., Suite 110
Clearwater, FL 33761
Phone: 727-223-6418

TO: Robyn Fiel, Vice Chairman
And Members of the Housing Finance Authority

FROM: Karmen Lemberg, Director of Homeownership Programs and Operations

SUBJECT: Single Family Program Update

DATE: January 15, 2020

Below are the numbers for the continuous lending program 2019A as of January 6, 2020

Stage	December	# of Loans	November	# of Loans
Investor/Trustee	\$12,753,425	88	\$10,403,882	71
Pooled	\$992,629	6	\$2,349,543	17
Purchased by Servicer	\$277,873	2	\$772,687	5
eHP Compliance	\$157,140	1	\$277,873	2
Underwriter Certification	\$0	0	\$445,082	3
Reserved	\$0	0	\$236,893	1
Total	\$14,181,067	97	\$14,485,960	99

Below are the numbers for the continuous lending program 2020A as of January 6, 2020

Stage	December	# of Loans		# of Loans
Investor/Trustee	\$0	0	\$	
Pooled	\$0	0	\$	
Purchased by Servicer	\$687,704	4	\$	
eHP Compliance	\$1,173,163	7	\$	
Underwriter Certification	\$1,851,873	13	\$	
Reserved	\$403,245	3	\$	
Total	\$4,115,985	27	\$	

All loans in the 2019A program should be purchased by February. The 2020A program continues to be strong.

Freddie Mac implemented changes to their program, which the HFA has incorporated. Conventional loans will not exceed 80% AMI (per Freddie Mac income limits), the minimum credit score will now be 660, and there will no longer be a grant associated with these loans. These new guidelines went into effect December 31, 2019. All conventional loans in the pipeline as of that date that are greater than 80% AMI and/or have the AIS grant, must be purchased by US Bank by March 31, 2020 or they will be cancelled. Effective the same date the rate on the conventional loan was decreased to 4.375%.

The No Place Like Home show, air date January 2, 2020 was an Interview with a Scam Artist. The guest, Mr. Ripley Houff, discussed the process he uses to scam people out of thousands of dollars.



Memorandum

Housing Finance Authority

26750 US Highway 19 N., Suite 110

Clearwater, FL 33761

Phone: 727-223-6418

TO: Robyn Fiel, Vice-Chairman
And Members of the Housing Finance Authority

FROM: Kathryn Driver, Executive Director

SUBJECT: Consideration of an Inducement Resolution re: Financing of a Multi-Family Housing Project (Clear Bay Terrace) in a Principal Amount Not to Exceed \$14,000,000

DATE: January 15, 2020

RECOMMENDATION: Staff recommends that the Housing Finance Authority ("Authority") approve an Inducement Resolution expressing the intent to proceed with the financing of the above noted multi-family housing property through the issuance of Multi-Family Housing Revenue Bonds, for the benefit of Clear Bay Terrace VOA Affordable Housing, LP ("Owner/Developer"), in a principal amount not to exceed \$14,000,000.

BACKGROUND: The transaction will be financed with various sources including, but not limited to (i) a construction-to-permanent tax-exempt bond loan, (ii) Seller's notes from Florida VOA Elderly Housing, Inc. (current owner of Clear Bay Terrace) to the new tax credit partnership, (iii) a contribution from the general partner including GP equity, construction period income, and acquired replacement reserves and (iv) LIHTC syndication proceeds. It is expected that the Owner/Developer will defer a portion of their developer fee to provide additional sources of funding as well. The financing will allow the Owner/Developer to finance the acquisition and rehabilitation of a multifamily residential property located at 1770 North Betty Lane in Clearwater, Florida ("Property").

The Property consists of 100 units occupied by seniors age 62 and older or as allowed by the Section 202 program. The Property is fully subsidized and will request a 20-year HAP renewal as part of the closing process. The residents' portion of the rent is based on 30% of their income. There may be a marginal increase to current rents based on annual Operating Cost Adjustment Factors (OCAF) which impacts the amount of rent subsidy from HUD. Rehabilitation will be completed with tenants in-place. No residents will be permanently displaced. All current residents will qualify as residents post-rehab. The transaction will feature a full site renovation of approximately \$25,324 per unit. This renovation will include site work items, building exterior, building interior (including common areas) and individual unit work. Please see attached Scope of Work.

Preliminary review of the application indicates that this application is consistent with the Authority's priorities for the development of affordable housing and subject to further review, would be recommended for financing. Inducement of this application is beneficial to the applicant and in no way commits the Authority to financing the property at this time. The request for financing will return to the Authority for final approval following completion of all due diligence and receipt of required third-party reports as summarized in the Credit Underwriting Report engaged by the Authority at the expense of the Owner/Developer. The Authority will also conduct a TEFRA Hearing prior to final approval.

RESOLUTION NO. 2020 - ____

RESOLUTION EXPRESSING THE INTENT OF THE HOUSING FINANCE AUTHORITY OF PINELLAS COUNTY, FLORIDA TO PROCEED WITH THE FINANCING OF A MULTIFAMILY RESIDENTIAL RENTAL HOUSING PROJECT THROUGH THE ISSUANCE OF ITS MULTIFAMILY HOUSING REVENUE BONDS, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$14,000,000 FOR THE BENEFIT OF CLEAR BAY TERRACE VOA AFFORDABLE HOUSING, LP, A FLORIDA LIMITED PARTNERSHIP, OR ITS AFFILIATE; AUTHORIZING THE SCHEDULING OF A PUBLIC HEARING ON THE FINANCING; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Housing Finance Authority of Pinellas County, Florida (the "Authority") has determined that there exists a shortage of safe and sanitary housing for persons and families of low to moderate income within Pinellas County, State of Florida; and

WHEREAS, such shortage will be partially alleviated by the addition by a private owner of a low to moderate income housing project known as Clear Bay Terrace Apartments to consist of approximately 100 units located on approximately 6 acres of land located at 1770 North Betty Lane, Clearwater, Florida (the "Project"), to be owned by Clear Bay Terrace VOA Affordable Housing, LP, a Florida limited partnership, or its affiliate (the "Owner"); and

WHEREAS, in order to finance the cost of the financing for the acquisition and rehabilitation of the Project, the Authority intends to issue its Multifamily Housing Revenue Bonds, in an amount currently estimated not to exceed \$14,000,000, for the benefit of the Owner in one or more series (the "Bonds") and to enter into a Loan or Financing Agreement, a Trust Indenture or Funding Loan Agreement, a Land Use Restriction Agreement, an Arbitrage Rebate Agreement and other necessary documents with respect to the Project; and

WHEREAS, in order to issue the Bonds it will be necessary to conduct a public hearing and obtain approval by the Board of County Commissioners of Pinellas County, Florida in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, in order to set forth the agreement between the Authority and the Owner regarding the issuance of the Bonds by the Authority, the Authority desires to approve and to thereafter execute and deliver a Memorandum of Agreement with the Owner.

NOW, THEREFORE, BE IT RESOLVED by the members of the Housing Finance Authority of Pinellas County, Florida, a lawful quorum of which is duly assembled, as follows:

SECTION 1. Declaration of Official Intent. The Authority hereby expresses its interest in approving at a later date, by appropriate resolution, the financing of the Project through the issuance of its Bonds and the execution of the necessary documents, including a Trust Indenture or Funding Loan Agreement, Loan or Financing Agreement, Land Use Restriction Agreement and Arbitrage Rebate Agreement. The Owner is hereby authorized to incur expenditures on the costs of the Project, which expenditures may be reimbursed to the Owner from the proceeds of the Bonds upon their issuance. This Resolution shall constitute a declaration of "official intent" by the Authority toward the issuance of the Bonds, within the meaning of Treasury Regulation Section 1.150-2.

SECTION 2. Good Faith Deposit. As a condition to proceeding with the issuance of the Bonds, the Owner shall make a non-refundable deposit with the Authority in the amount of \$14,000.00, being one-tenth of one percent (0.1%) of the principal amount of the Bonds to be issued and shall deposit with the Authority's bond counsel, financial advisor and general counsel any

retainer fees required by the Authority's Multifamily Rental Housing Development guidelines. The Owner will be responsible for all costs of issuance associated with the issuance of the Bonds.

SECTION 3. Memorandum of Agreement. In order to assure the location of and to induce the Owner to locate the Project in the boundaries of the County, with the resulting public benefits which flow therefrom, and to more effectively serve the purposes of the Act, the proposed Memorandum of Agreement to be made between the Authority and the Owner, in the form attached hereto as Exhibit A is hereby approved. The Chairman or the Vice Chairman of the Authority is hereby authorized and directed to execute the Memorandum of Agreement in the name of and on behalf of the Authority, and the Secretary or an Assistant Secretary of the Authority is hereby authorized and directed to attest the same and to affix thereto the official seal of the Authority, and the Chairman or Vice Chairman is hereby authorized to deliver the Memorandum of Agreement to the Owner. Such officers and all other officers of the Authority are hereby authorized to execute and deliver such further agreements, instruments and documents and to take such further action as may be necessary and desirable to effectuate and carry out the intent and purposes of the Memorandum of Agreement, when executed and delivered by the Authority and Owner.

SECTION 4. Public Hearing Authorized. The Executive Director is hereby authorized and directed to schedule and advertise a public hearing regarding the issuance of the Bonds as required by Section 147(f) of the Code, and the Executive Director is hereby further authorized and directed to conduct said public hearing on behalf of the Authority and to make a report to the Board of County Commissioners of Pinellas County of the public hearing.

SECTION 5. Scope of Approval. 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 closing and issue the Bonds for the Project. The Owner shall hold the Authority and its past, present and future members, officers, staff, attorneys, financial advisors and employees harmless from any liability or claim based upon the failure of the Authority to close the transaction and issue the Bonds or any other cause of action arising from the adoption of this Resolution, the processing of the financing for the Project, or the issuance of the Bonds. SECTION 6. Repealing Clause. All resolutions and orders 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 7. Compliance with Open Meeting Laws. It is found and determined that all formal actions of this Authority concerning and relating to the adoption of this Resolution were taken in an open meeting of the members of this Authority and that all deliberations of the members of this Authority and of its committees, if any, which resulted in such formal action were taken in meetings open to the public, in full compliance with all legal requirements.

SECTION 8. Effective Date. This resolution shall become effective immediately upon its adoption.

ADOPTED this 15th day of January, 2020.

HOUSING FINANCE AUTHORITY
OF PINELLAS COUNTY, FLORIDA

(SEAL)

ATTEST:

By
Vice Chairman

Secretary/Treasurer

EXHIBIT A
MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT, dated as of January 15, 2020, between the HOUSING FINANCE AUTHORITY OF PINELLAS COUNTY, FLORIDA (the "Authority") and CLEAR BAY TERRACE VOA AFFORDABLE HOUSING, LP, a Florida limited partnership, duly organized and existing under the laws of the State of Florida (the "Owner").

SECTION 1. The matters of mutual inducement and reliance which resulted in the execution of this Memorandum of Agreement are as follows:

(a) The Authority is authorized and empowered by Chapter 159, Part IV, Florida Statutes, as amended (the "Act"), to provide for the issuance of and to issue and sell its revenue bonds for the purpose of paying all or any part of the cost of any "affordable housing project" as defined in the Act.

(b) In order to improve the availability of affordable housing in Pinellas County, Florida (the "County"), it is desirable that the Authority issue and sell its Multifamily Housing Revenue Bonds, in the aggregate principal amount of not to exceed \$14,000,000, in one or more series at one or more times, a portion of which may be issued as taxable bonds (the "Bonds").

(c) The Authority intends to use the proceeds thereof, to the extent of such proceeds, as follows: (i) to pay all or any part of the cost of issuance of the Bonds, (ii) to pay all or any part of the cost of the acquisition and rehabilitation of the multifamily residential rental facilities known as Clear Bay Terrace Apartments located on approximately 6 acres of land located at 1770 North Betty Lane, Clearwater, Florida (the "Project") on behalf of the Owner, and (iii) to pay any other "cost" (as defined in the Act) of the Project.

(d) Subject to further review of specific terms of the proposed financing and subsequent additional approval by the Authority and subject to the recommendation and approval of the Authority's credit underwriter and satisfaction of the conditions precedent set forth below, the Authority intends to finance the Project for the Owner from proceeds of the sale of its Bonds, such loan to be payable by the Owner in installments sufficient to pay the principal of, premium (if any), interest and costs due on the Bonds when and as the same become due.

(e) The Owner has requested that the Authority enter into this Memorandum of Agreement for the purpose of declaring the Authority's intention to provide financing to pay a portion of the cost of the Project.

(f) The Authority, by resolution duly passed and adopted, has made certain findings and determinations and has approved and authorized the execution and delivery of this Memorandum of Agreement.

(g) The Owner represents that Bond proceeds will not be used to finance any costs for the Project incurred prior to the date that is 60 days prior to the date on which the Authority first declared its "official intent" to issue its revenue bonds to finance the Project as described in Treasury Regulation Section 1.150-2, except to the extent allowed by federal tax law.

SECTION 2. The Authority will cooperate with the Owner and its agents in the Owner's efforts to find one or more purchasers for the Bonds, and if purchase arrangements satisfactory to the Authority and the Owner can be made by the Owner and its agents, the Authority will authorize the issuance and sale of the Bonds, and will issue and sell the Bonds to such purchaser or purchasers of the Bonds as may be designated by the Owner, all upon such terms and conditions as shall be approved by the Owner and the Authority and authorized by law; provided, however, that in the event and during the time in which the Bonds are not rated in one of the two highest rating categories by at least one nationally recognized credit rating agency, the Authority will approve the sale of the Bonds solely as a single bond in a denomination equal to the principal amount thereof (or of each series thereof) and solely to a single accredited investor which will at no time cause the Bonds to be offered for sale to the general public (unless the Bonds are then rated in one of the two highest rating categories by a nationally recognized rating agency). The Bonds will be payable solely from the revenues and proceeds derived by the Authority from payments by the Owner derived from the operation, leasing or sale of the Project, and will not constitute a debt, liability or obligation of the Authority, or of the State or of any other political subdivision thereof. The Authority shall not be obligated to pay the same nor interest, premium (if any) or costs thereon except from the revenues and proceeds pledged therefor, and neither the faith and credit nor the taxing power of the Authority or of the State or of any other political subdivision thereof will be pledged to the payment of the principal of, premium (if any), interest or costs due pursuant to or under such Bonds.

From the date hereof, until the sale of the Bonds, the Owner will, within ten (10) days after its occurrence, notify the Authority of any material change, whether or not adverse, in the business, operations or financial condition of the Owner. In the event the Authority shall, at any time prior to sale of the Bonds, determine in its sole discretion that there has been a material adverse change in the business, operations or financial condition of the Owner based upon financial statements or notices provided by the Owner in accordance herewith, the obligation of the Authority to issue and sell the Bonds shall, at the option of the Authority, be terminated.

SECTION 3. The Authority will, at the proper time, and subject in all respects to the prior advice, consent and approval of the Owner, submit applications, adopt such proceedings and authorize the execution of such documents as may be necessary and advisable for the authorization, sale and issuance of the Bonds and the acquisition and rehabilitation of the Project, all as shall be authorized by law and mutually satisfactory to the Authority and the Owner.

SECTION 4. The Bonds issued shall be in such aggregate principal amount, shall bear interest at such rate or rates, shall be payable at such times and places, shall be in such forms and denominations, shall be sold in such manner and at such time or times, shall have such provisions for redemption, shall be executed, and shall be secured, all as shall be authorized by the Act and all on terms mutually satisfactory to the Authority and the Owner.

SECTION 5. The Authority will use and apply the proceeds of the issuance and sale of the Bonds, or cause such proceeds to be used and applied, to the extent of such proceeds, to pay the cost of the Project, and will loan such Bond proceeds to the Owner for the Project pursuant to a financing agreement requiring the Owner to make payment for the account of the Authority in installments sufficient to pay all of the interest, principal, redemption premiums (if any) and other costs due under and pursuant to the Bonds when and as the same become due and payable, to operate, repair and maintain the Project at the Owner's own expense, to pay all other costs incurred by the Authority in connection with the financing of the acquisition and rehabilitation of the Project which are not paid out of the Bond proceeds or otherwise for so long as any of the Bonds remain outstanding, and for the conveyance to the Owner of all rights, title and interest of the Authority in and to the Project when all of the obligations of the Owner under the financing agreement have been performed and satisfied.

SECTION 6. The Owner hereby acknowledges and accepts that it shall be solely responsible for the acquisition and rehabilitation of the Project, it being understood and agreed that the Owner shall provide all services incident to the acquisition and rehabilitation of the Project (including, without limitation, the preparation of plans, specifications and contract documents, the award of contracts, the inspection and supervision of work performed, the employment of engineers, architects, building and other contractors) and that the Owner shall pay all costs of the Project, subject to reimbursement by the Authority upon the issuance and sale of the Bonds as permitted by applicable State law and federal tax law, and the use and application of the proceeds thereof as provided above. The Authority shall have no responsibility for the provision of the aforesaid services. The Owner agrees that to the extent that the proceeds derived from the sale of the Bonds are not sufficient to complete the Project, the Owner, as the owner of the Project, will be responsible for supplying all additional funds which are necessary for the completion of the Project. So long as this Memorandum of Agreement is in effect all risk of loss to the Project will be borne by the Owner.

SECTION 7. At or prior to the time of issuance and sale of the Bonds, the Authority will enter into a trust indenture with a corporate trustee (the "Trustee") to secure the Bonds, whereby the Authority's interest in the Project, the financing agreement with the Owner, and all fees, rents, charges, proceeds from the operation of the Project, and other funds and revenues in respect of the Project, will be pledged and assigned to the Trustee, and held by the Trustee in trust, for the benefit of the holders, from time to time, of the Bonds.

SECTION 8. At or prior to the time of issuance and sale of the Bonds, the following conditions precedent shall have been satisfied:

(a) The Owner shall have satisfactorily completed all procedures established by the Authority for the review and approval of multifamily housing revenue bond issues, and provided for the payment of all costs of issuance associated with the issuance of the Bonds, including, but not limited to, the fees and expenses of the Authority, its counsel, bond counsel (in accordance with the Authority's fee schedule), fees and expenses of the trustee, credit enhancement fees, rating fees, printing costs and any underwriting fees and expenses.

(b) The Authority shall have duly passed and adopted resolutions making all findings required by law and authorizing the issuance and sale of the Bonds and the execution and delivery of the financing agreement, the trust indenture and such other agreements, instruments and documents as may be required to be specifically authorized. It is an express condition of this Memorandum of Agreement that the Bonds be sold only in the manner approved by the Authority.

(c) The Owner shall have authorized the execution, delivery and performance of the financing agreement, and approved the trust indenture and the issuance and sale of the Bonds, and authorized or approved such other agreements, instruments and documents for which specific authorization or approval may be required.

(d) The Owner shall have provided a satisfactory opinion of its counsel with respect to the due authorization, execution and delivery of the financing agreement, and related agreements, instruments and documents, their legality, validity, binding effect and enforceability in accordance with their respective terms, and the absence of any violation of law, rule, regulation, judgment, decree or order of any court or other agency of government and agreements, indentures or other instruments to which the Owner is a party or by which it or any of its property, is or may be bound and to such other matters as may be reasonably requested.

(e) The Owner and the Authority shall have executed and delivered such non-arbitrage certificates and representations, as may be required to comply with Section 148 of the Internal Revenue Code of 1986, as amended or any similar successor provisions and the regulations, rulings and interpretative court decisions thereunder.

(f) Bryant Miller Olive P.A., as bond counsel, shall have delivered its opinion with respect to the validity of the Bonds, and to the income tax status of the interest on the Bonds.

(g) The Owner shall have provided such other or additional representations, warranties, covenants, agreements, certificates, financial statements, and other proofs as may be required by the Authority or by Bryant Miller Olive P.A., as bond counsel, it being expressly understood that the Authority retains full discretion to approve or disapprove all terms and conditions contained in the financing documents.

(h) There shall have been obtained confirmation of an allocation from the Division of Bond Finance of the State of Florida or any successor thereto for issuance of the Bonds to finance the Project.

SECTION 9. In the event that the Bonds are not issued and sold and the transactions contemplated hereby are not closed within the time limit permitted by the confirmation of an allocation (referred to in 8(h) above) for any reason whatsoever and whether or not as a result of any failure to find one or more purchasers for the Bonds, any default or failure of performance by the Authority, the inability of the Authority to issue and sell the Bonds or the failure or inability of the Authority and the Owner to agree to the terms and conditions of the agreements, instruments and other documents provided for herein or contemplated hereby, the Owner agrees unless waived in the sole discretion of the Authority that:

(a) The Owner will (i) pay all its costs and expenses, including any fees due any attorneys, financial agents or others employed by the Owner, (ii) pay the reasonable fees and expenses of bond counsel, and (iii) reimburse the Authority for all reasonable out-of-pocket costs and expenses, including reasonable fees and expenses of the Authority's counsel and bond counsel, which the Authority may have incurred in connection with or contemplated by this Memorandum of Agreement.

(b) The Owner will indemnify and hold the Authority, and the Authority's members, officers, employees and agents, harmless against any liabilities, allegations or claims of loss or damage (including attorneys' fees and expenses) pertaining to the Project, the Bonds, or any transaction contemplated hereunder, or arising out of or predicated upon this Memorandum of Agreement, any action or non-action taken or omitted in reliance upon this Memorandum of Agreement, or any default or failure of performance hereunder.

SECTION 10. No covenant or agreement contained in this Memorandum of Agreement or the Bonds, the trust indenture, the financing agreement, or in any other instrument relating to the Bonds or the Project, shall be deemed to be a covenant or agreement or any member, officer, employee or agent of the Authority in an individual capacity, and neither the members or any other officer of the Authority executing the Bonds or any such agreements or instruments shall be liable personally thereon or be subject to any personal liability or accountability by reason thereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement and affixed their respective seals, as of the date first written above.

HOUSING FINANCE AUTHORITY OF PINELLAS
COUNTY, FLORIDA

(SEAL)

By: _____
Vice Chairman

ATTEST:

[Assistant] Secretary

CLEAR BAY TERRACE VOA AFFORDABLE
HOUSING, LP, a Florida limited partnership

By: VOA Clear Bay Terrace AH GP, Inc., a Florida
corporation, its general partner

By: _____
Name: _____
Title: _____



Memorandum

Housing Finance Authority

26750 US Highway 19 N., Suite 110
Clearwater, FL 33761
Phone: 727-223-6418

TO: Robyn Fiel, Vice-Chairman
And Members of the Housing Finance Authority

FROM: Kathryn Driver, Executive Director

SUBJECT: Consideration of an Inducement Resolution re: Financing of a Multi-Family Housing Project (Creekside Manor I & II) in a Principal Amount Not to Exceed \$13,000,000

DATE: January 15, 2020

RECOMMENDATION: Staff recommends that the Housing Finance Authority ("Authority") approve an Inducement Resolution expressing the intent to proceed with the financing of the above noted multi-family housing property through the issuance of Multi-Family Housing Revenue Bonds, for the benefit of Creekside Manor VOA Affordable Housing, LP ("Owner/Developer"), in a principal amount not to exceed \$13,000,000.

BACKGROUND: The transaction will be financed with various sources including, but not limited to (i) a construction-to-permanent tax-exempt bond loan, (ii) Seller's notes from Florida VOA Elderly Housing, Inc. (current owner of Creekside Manor I) and Pinellas County VOA Elderly Housing, Inc. (current owner of Creekside Manor II) to the new tax credit partnership, (iii) a contribution from the general partner including GP equity, construction period income, and acquired replacement reserves and (iv) LIHTC syndication proceeds. It is expected that the Owner/Developer will defer a portion of their developer fee to provide additional sources of funding as well. The financing will allow the Owner/Developer to finance the acquisition and rehabilitation of a multifamily residential property located at 1318 Franklin Street in Clearwater, Florida and 1335 Pierce Street in Clearwater, Florida (collectively "Property").

The Property consists of 92 units (including one manager's unit) occupied by seniors age 62 and older or as allowed by the Section 202 program. The Property is fully subsidized and will request a 20-year HAP renewal as part of the closing process. The residents' portion of the rent is based on 30% of their income. There may be a marginal increase to current rents based on annual Operating Cost Adjustment Factors (OCAF) which impacts the amount of rent subsidy from HUD. Rehabilitation will be completed with tenants in-place. No residents will be permanently displaced. All current residents will qualify as residents post-rehab. The transaction will feature a full site renovation of approximately \$43,400 per unit. This renovation will include site work items, building exterior, building interior (including common areas) and individual unit work. Please see attached Scope of Work.

Preliminary review of the application indicates that this application is consistent with the Authority's priorities for the development of affordable housing and subject to further review, would be recommended for financing. Inducement of this application is beneficial to the applicant and in no way commits the Authority to financing the property at this time. The request for financing will return to the Authority for final approval following completion of all due diligence and receipt of required third-party reports as summarized in the Credit Underwriting Report engaged by the Authority at the expense of the Owner/Developer. The Authority will also conduct a TEFRA Hearing prior to final approval.

RESOLUTION NO. 2020 - ____

RESOLUTION EXPRESSING THE INTENT OF THE HOUSING FINANCE AUTHORITY OF PINELLAS COUNTY, FLORIDA TO PROCEED WITH THE FINANCING OF A MULTIFAMILY RESIDENTIAL RENTAL HOUSING PROJECT THROUGH THE ISSUANCE OF ITS MULTIFAMILY HOUSING REVENUE BONDS, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$13,000,000 FOR THE BENEFIT OF CREEKSIDE MANOR VOA AFFORDABLE HOUSING, LP, A FLORIDA LIMITED PARTNERSHIP, OR ITS AFFILIATE; AUTHORIZING THE SCHEDULING OF A PUBLIC HEARING ON THE FINANCING; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Housing Finance Authority of Pinellas County, Florida (the "Authority") has determined that there exists a shortage of safe and sanitary housing for persons and families of low to moderate income within Pinellas County, State of Florida; and

WHEREAS, such shortage will be partially alleviated by the addition by a private owner of two low to moderate income housing projects known as Creekside Manor I and Creekside Manor II to consist of approximately 92 units located on approximately 2 acres of land located at 1318 Franklin Street, Clearwater, Florida and approximately 2 acres of land located at 1335 Pierce Street, Clearwater, Florida (collectively, the "Project"), to be owned by Creekside Manor VOA Affordable Housing, LP, a Florida limited partnership, or its affiliate (the "Owner"); and

WHEREAS, in order to finance the cost of the financing for the acquisition and rehabilitation of the Project, the Authority intends to issue its Multifamily Housing Revenue Bonds, in an amount currently estimated not to exceed \$13,000,000, for the benefit of the Owner in one or more series (the "Bonds") and to enter into a Loan or Financing Agreement, a Trust

Indenture or Funding Loan Agreement, a Land Use Restriction Agreement, an Arbitrage Rebate Agreement and other necessary documents with respect to the Project; and

WHEREAS, in order to issue the Bonds it will be necessary to conduct a public hearing and obtain approval by the Board of County Commissioners of Pinellas County, Florida in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, in order to set forth the agreement between the Authority and the Owner regarding the issuance of the Bonds by the Authority, the Authority desires to approve and to thereafter execute and deliver a Memorandum of Agreement with the Owner.

NOW, THEREFORE, BE IT RESOLVED by the members of the Housing Finance Authority of Pinellas County, Florida, a lawful quorum of which is duly assembled, as follows:

SECTION 1. Declaration of Official Intent. The Authority hereby expresses its interest in approving at a later date, by appropriate resolution, the financing of the Project through the issuance of its Bonds and the execution of the necessary documents, including a Trust Indenture or Funding Loan Agreement, Loan or Financing Agreement, Land Use Restriction Agreement and Arbitrage Rebate Agreement. The Owner is hereby authorized to incur expenditures on the costs of the Project, which expenditures may be reimbursed to the Owner from the proceeds of the Bonds upon their issuance. This Resolution shall constitute a declaration of "official intent" by the Authority toward the issuance of the Bonds, within the meaning of Treasury Regulation Section 1.150-2.

SECTION 2. Good Faith Deposit. As a condition to proceeding with the issuance of the Bonds, the Owner shall make a non-refundable deposit with the Authority in the amount of

\$13,000.00, being one-tenth of one percent (0.1%) of the principal amount of the Bonds to be issued and shall deposit with the Authority's bond counsel, financial advisor and general counsel any retainer fees required by the Authority's Multifamily Rental Housing Development guidelines. The Owner will be responsible for all costs of issuance associated with the issuance of the Bonds.

SECTION 3. Memorandum of Agreement. In order to assure the location of and to induce the Owner to locate the Project in the boundaries of the County, with the resulting public benefits which flow therefrom, and to more effectively serve the purposes of the Act, the proposed Memorandum of Agreement to be made between the Authority and the Owner, in the form attached hereto as Exhibit A is hereby approved. The Chairman or the Vice Chairman of the Authority is hereby authorized and directed to execute the Memorandum of Agreement in the name of and on behalf of the Authority, and the Secretary or an Assistant Secretary of the Authority is hereby authorized and directed to attest the same and to affix thereto the official seal of the Authority, and the Chairman or Vice Chairman is hereby authorized to deliver the Memorandum of Agreement to the Owner. Such officers and all other officers of the Authority are hereby authorized to execute and deliver such further agreements, instruments and documents and to take such further action as may be necessary and desirable to effectuate and carry out the intent and purposes of the Memorandum of Agreement, when executed and delivered by the Authority and Owner.

SECTION 4. Public Hearing Authorized. The Executive Director is hereby authorized and directed to schedule and advertise a public hearing regarding the issuance of the Bonds as required by Section 147(f) of the Code, and the Executive Director is hereby further authorized

and directed to conduct said public hearing on behalf of the Authority and to make a report to the Board of County Commissioners of Pinellas County of the public hearing.

SECTION 5. Scope of Approval. 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 closing and issue the Bonds for the Project. The Owner shall hold the Authority and its past, present and future members, officers, staff, attorneys, financial advisors and employees harmless from any liability or claim based upon the failure of the Authority to close the transaction and issue the Bonds or any other cause of action arising from the adoption of this Resolution, the processing of the financing for the Project, or the issuance of the Bonds.

SECTION 6. Repealing Clause. All resolutions and orders 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 7. Compliance with Open Meeting Laws. It is found and determined that all formal actions of this Authority concerning and relating to the adoption of this Resolution were taken in an open meeting of the members of this Authority and that all deliberations of the members of this Authority and of its committees, if any, which resulted in such formal action were taken in meetings open to the public, in full compliance with all legal requirements.

SECTION 8. Effective Date. This resolution shall become effective immediately upon its adoption.

ADOPTED this 15th day of January, 2020.

HOUSING FINANCE AUTHORITY
OF PINELLAS COUNTY, FLORIDA

(SEAL)

ATTEST:

By _____
Vice Chairman

Secretary/Treasurer

EXHIBIT A
MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT, dated as of January 15, 2020, between the HOUSING FINANCE AUTHORITY OF PINELLAS COUNTY, FLORIDA (the "Authority") and CREEKSIDE MANOR VOA AFFORDABLE HOUSING, LP, a Florida limited partnership, duly organized and existing under the laws of the State of Florida (the "Owner").

SECTION 1. The matters of mutual inducement and reliance which resulted in the execution of this Memorandum of Agreement are as follows:

(a) The Authority is authorized and empowered by Chapter 159, Part IV, Florida Statutes, as amended (the "Act"), to provide for the issuance of and to issue and sell its revenue bonds for the purpose of paying all or any part of the cost of any "affordable housing project" as defined in the Act.

(b) In order to improve the availability of affordable housing in Pinellas County, Florida (the "County"), it is desirable that the Authority issue and sell its Multifamily Housing Revenue Bonds, in the aggregate principal amount of not to exceed \$13,000,000, in one or more series at one or more times, a portion of which may be issued as taxable bonds (the "Bonds").

(c) The Authority intends to use the proceeds thereof, to the extent of such proceeds, as follows: (i) to pay all or any part of the cost of issuance of the Bonds, (ii) to pay all or any part of the cost of the acquisition and rehabilitation of the multifamily residential rental facilities known as Creekside Manor I located on approximately 2 acres of land located at 1318 Franklin Street, Clearwater, Florida, and Creekside Manor II located on approximately 2 acres of land located at 1335 Pierce Street, Clearwater, Florida (collectively, the "Project") on behalf of the Owner, and (iii) to pay any other "cost" (as defined in the Act) of the Project.

(d) Subject to further review of specific terms of the proposed financing and subsequent additional approval by the Authority and subject to the recommendation and approval of the Authority's credit underwriter and satisfaction of the conditions precedent set forth below, the Authority intends to finance the Project for the Owner from proceeds of the sale of its Bonds, such loan to be payable by the Owner in installments sufficient to pay the principal of, premium (if any), interest and costs due on the Bonds when and as the same become due.

(e) The Owner has requested that the Authority enter into this Memorandum of Agreement for the purpose of declaring the Authority's intention to provide financing to pay a portion of the cost of the Project.

(f) The Authority, by resolution duly passed and adopted, has made certain findings and determinations and has approved and authorized the execution and delivery of this Memorandum of Agreement.

(g) The Owner represents that Bond proceeds will not be used to finance any costs for the Project incurred prior to the date that is 60 days prior to the date on which the Authority first declared its "official intent" to issue its revenue bonds to finance the Project as described in Treasury Regulation Section 1.150-2, except to the extent allowed by federal tax law.

SECTION 2. The Authority will cooperate with the Owner and its agents in the Owner's efforts to find one or more purchasers for the Bonds, and if purchase arrangements satisfactory to the Authority and the Owner can be made by the Owner and its agents, the Authority will authorize the issuance and sale of the Bonds, and will issue and sell the Bonds to such purchaser or purchasers of the Bonds as may be designated by the Owner, all upon such terms and conditions as shall be approved by the Owner and the Authority and authorized by law; provided, however, that in the event and during the time in which the Bonds are not rated in one of the two highest rating categories by at least one nationally recognized credit rating agency, the Authority will approve the sale of the Bonds solely as a single bond in a denomination equal to the principal amount thereof (or of each series thereof) and solely to a single accredited investor which will at no time cause the Bonds to be offered for sale to the general public (unless the Bonds are then rated in one of the two highest rating categories by a nationally recognized rating agency). The Bonds will be payable solely from the revenues and proceeds derived by the Authority from payments by the Owner derived from the operation, leasing or sale of the Project, and will not constitute a debt, liability or obligation of the Authority, or of the State or of any other political subdivision thereof. The Authority shall not be obligated to pay the same nor interest, premium (if any) or costs thereon except from the revenues and proceeds pledged therefor, and neither the faith and credit nor the taxing power of the Authority or of the State or of any other political subdivision thereof will be pledged to the payment of the principal of, premium (if any), interest or costs due pursuant to or under such Bonds.

From the date hereof, until the sale of the Bonds, the Owner will, within ten (10) days after its occurrence, notify the Authority of any material change, whether or not adverse, in the business, operations or financial condition of the Owner. In the event the Authority shall, at any time prior to sale of the Bonds, determine in its sole discretion that there has been a material adverse change in the business, operations or financial condition of the Owner based upon financial statements or notices provided by the Owner in accordance herewith, the obligation of the Authority to issue and sell the Bonds shall, at the option of the Authority, be terminated.

SECTION 3. The Authority will, at the proper time, and subject in all respects to the prior advice, consent and approval of the Owner, submit applications, adopt such proceedings and authorize the execution of such documents as may be necessary and advisable for the

authorization, sale and issuance of the Bonds and the acquisition and rehabilitation of the Project, all as shall be authorized by law and mutually satisfactory to the Authority and the Owner.

SECTION 4. The Bonds issued shall be in such aggregate principal amount, shall bear interest at such rate or rates, shall be payable at such times and places, shall be in such forms and denominations, shall be sold in such manner and at such time or times, shall have such provisions for redemption, shall be executed, and shall be secured, all as shall be authorized by the Act and all on terms mutually satisfactory to the Authority and the Owner.

SECTION 5. The Authority will use and apply the proceeds of the issuance and sale of the Bonds, or cause such proceeds to be used and applied, to the extent of such proceeds, to pay the cost of the Project, and will loan such Bond proceeds to the Owner for the Project pursuant to a financing agreement requiring the Owner to make payment for the account of the Authority in installments sufficient to pay all of the interest, principal, redemption premiums (if any) and other costs due under and pursuant to the Bonds when and as the same become due and payable, to operate, repair and maintain the Project at the Owner's own expense, to pay all other costs incurred by the Authority in connection with the financing of the acquisition and rehabilitation of the Project which are not paid out of the Bond proceeds or otherwise for so long as any of the Bonds remain outstanding, and for the conveyance to the Owner of all rights, title and interest of the Authority in and to the Project when all of the obligations of the Owner under the financing agreement have been performed and satisfied.

SECTION 6. The Owner hereby acknowledges and accepts that it shall be solely responsible for the acquisition and rehabilitation of the Project, it being understood and agreed that the Owner shall provide all services incident to the acquisition and rehabilitation of the Project (including, without limitation, the preparation of plans, specifications and contract documents, the award of contracts, the inspection and supervision of work performed, the employment of engineers, architects, building and other contractors) and that the Owner shall pay all costs of the Project, subject to reimbursement by the Authority upon the issuance and sale of the Bonds as permitted by applicable State law and federal tax law, and the use and application of the proceeds thereof as provided above. The Authority shall have no responsibility for the provision of the aforesaid services. The Owner agrees that to the extent that the proceeds derived from the sale of the Bonds are not sufficient to complete the Project, the Owner, as the owner of the Project, will be responsible for supplying all additional funds which are necessary for the completion of the Project. So long as this Memorandum of Agreement is in effect all risk of loss to the Project will be borne by the Owner.

SECTION 7. At or prior to the time of issuance and sale of the Bonds, the Authority will enter into a trust indenture with a corporate trustee (the "Trustee") to secure the Bonds, whereby the Authority's interest in the Project, the financing agreement with the Owner, and all fees, rents, charges, proceeds from the operation of the Project, and other funds and revenues in respect of

the Project, will be pledged and assigned to the Trustee, and held by the Trustee in trust, for the benefit of the holders, from time to time, of the Bonds.

SECTION 8. At or prior to the time of issuance and sale of the Bonds, the following conditions precedent shall have been satisfied:

(a) The Owner shall have satisfactorily completed all procedures established by the Authority for the review and approval of multifamily housing revenue bond issues, and provided for the payment of all costs of issuance associated with the issuance of the Bonds, including, but not limited to, the fees and expenses of the Authority, its counsel, bond counsel (in accordance with the Authority's fee schedule), fees and expenses of the trustee, credit enhancement fees, rating fees, printing costs and any underwriting fees and expenses.

(b) The Authority shall have duly passed and adopted resolutions making all findings required by law and authorizing the issuance and sale of the Bonds and the execution and delivery of the financing agreement, the trust indenture and such other agreements, instruments and documents as may be required to be specifically authorized. It is an express condition of this Memorandum of Agreement that the Bonds be sold only in the manner approved by the Authority.

(c) The Owner shall have authorized the execution, delivery and performance of the financing agreement, and approved the trust indenture and the issuance and sale of the Bonds, and authorized or approved such other agreements, instruments and documents for which specific authorization or approval may be required.

(d) The Owner shall have provided a satisfactory opinion of its counsel with respect to the due authorization, execution and delivery of the financing agreement, and related agreements, instruments and documents, their legality, validity, binding effect and enforceability in accordance with their respective terms, and the absence of any violation of law, rule, regulation, judgment, decree or order of any court or other agency of government and agreements, indentures or other instruments to which the Owner is a party or by which it or any of its property, is or may be bound and to such other matters as may be reasonably requested.

(e) The Owner and the Authority shall have executed and delivered such non-arbitrage certificates and representations, as may be required to comply with Section 148 of the Internal Revenue Code of 1986, as amended or any similar successor provisions and the regulations, rulings and interpretative court decisions thereunder.

(f) Bryant Miller Olive P.A., as bond counsel, shall have delivered its opinion with respect to the validity of the Bonds, and to the income tax status of the interest on the Bonds.

(g) The Owner shall have provided such other or additional representations, warranties, covenants, agreements, certificates, financial statements, and other proofs as may be required by the Authority or by Bryant Miller Olive P.A., as bond counsel, it being expressly

understood that the Authority retains full discretion to approve or disapprove all terms and conditions contained in the financing documents.

(h) There shall have been obtained confirmation of an allocation from the Division of Bond Finance of the State of Florida or any successor thereto for issuance of the Bonds to finance the Project.

SECTION 9. In the event that the Bonds are not issued and sold and the transactions contemplated hereby are not closed within the time limit permitted by the confirmation of an allocation (referred to in 8(h) above) for any reason whatsoever and whether or not as a result of any failure to find one or more purchasers for the Bonds, any default or failure of performance by the Authority, the inability of the Authority to issue and sell the Bonds or the failure or inability of the Authority and the Owner to agree to the terms and conditions of the agreements, instruments and other documents provided for herein or contemplated hereby, the Owner agrees unless waived in the sole discretion of the Authority that:

(a) The Owner will (i) pay all its costs and expenses, including any fees due any attorneys, financial agents or others employed by the Owner, (ii) pay the reasonable fees and expenses of bond counsel, and (iii) reimburse the Authority for all reasonable out-of-pocket costs and expenses, including reasonable fees and expenses of the Authority's counsel and bond counsel, which the Authority may have incurred in connection with or contemplated by this Memorandum of Agreement.

(b) The Owner will indemnify and hold the Authority, and the Authority's members, officers, employees and agents, harmless against any liabilities, allegations or claims of loss or damage (including attorneys' fees and expenses) pertaining to the Project, the Bonds, or any transaction contemplated hereunder, or arising out of or predicated upon this Memorandum of Agreement, any action or non-action taken or omitted in reliance upon this Memorandum of Agreement, or any default or failure of performance hereunder.

SECTION 10. No covenant or agreement contained in this Memorandum of Agreement or the Bonds, the trust indenture, the financing agreement, or in any other instrument relating to the Bonds or the Project, shall be deemed to be a covenant or agreement or any member, officer, employee or agent of the Authority in an individual capacity, and neither the members or any other officer of the Authority executing the Bonds or any such agreements or instruments shall be liable personally thereon or be subject to any personal liability or accountability by reason thereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement and affixed their respective seals, as of the date first written above.

HOUSING FINANCE AUTHORITY OF PINELLAS
COUNTY, FLORIDA

(SEAL)

By: _____
[Vice] Chairman

ATTEST:

[Assistant] Secretary

CREEKSIDE MANOR VOA AFFORDABLE
HOUSING, LP, a Florida limited partnership

By: VOA Creekside Manor AH GP, Inc., a Florida
corporation, its general partner

By: _____
Name: _____
Title: _____



Memorandum

Housing Finance Authority

26750 US Highway 19 N., Suite 110

Clearwater, FL 33761

Phone: 727-223-6418

TO: Robyn Fiel, Vice-Chairman
And Members of the Housing Finance Authority

FROM: Kathryn Driver, Executive Director

SUBJECT: Consideration of an amendment to the Ground Lease for Woodlawn Trail.

DATE: January 15, 2020

RECOMMENDATION: Staff recommends that the Housing Finance Authority (Authority) approve a Resolution approving the First Amendment to the Ground Lease for Woodlawn Trail. Such amendment will clarify responsibility of maintaining the stormwater management system.

BACKGROUND: The Southwest Florida Water Management District (SFWMD) has requested that SP Trail, LLC clarify responsibility of maintaining the stormwater management system at Woodlawn Trail. Since there is a long-term ground lease in place, SFWMD maintains that the land owner must be listed as the operation and maintenance entity. A leasee can only be an operation and maintenance entity only in addition to the land owner. The current Ground Lease does not clarify responsibility of maintaining the stormwater management system to SP Trail, LLC. The Ground Lease should be amended to clearly indicate that SP Trail, LLC will maintain the stormwater management system.

FIRST AMENDMENT TO GROUND LEASE

THIS FIRST AMENDMENT TO GROUND LEASE ("First Amendment") is made and entered into as of the _____ day of _____, 2020, by and between Housing Finance Authority of Pinellas County, Florida, as Trustee of the Pinellas County Land Assembly Trust – Woodlawn Trail, Dated March 28, 2018 ("**Lessor**"), and SP Trail LLC, a Florida limited liability company ("**Lessee**").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Ground Lease (the "Lease") effective as of May 24, 2018.

WHEREAS, it is the desire of the parties hereto to amend the Lease as hereinafter provided;

NOW, THEREFORE, in consideration of ten dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Recitals. The recitals set forth herein are true, accurate and correct and are incorporated herein by reference.

2. Defined Terms. Except as specifically provided otherwise herein, all capitalized terms shall have the meaning given in the Lease.

3. Amendment to Lease. Section 7.05 of the Lease is hereby amended to include that, notwithstanding anything in the Lease to the contrary, Lessee's maintenance obligations shall additionally include the maintenance of the stormwater management system located on the Land.

4. Ratification. **Except as modified hereby, all other terms and provisions of the Lease shall remain unchanged and are hereby ratified and confirmed.**

5. Counter Parts. This First Amendment may be executed in counterparts, each of which shall be deemed an original and all of such counterparts together shall constitute one and the same First Amendment. A facsimile or electronic copy (such as a PDF) of a signed counterpart shall upon transmission to the other party or such other party's counsel be deemed an original counterpart.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first above written.

[Signature page follows]

LESSOR

PINELLAS COUNTY LAND ASSEMBLY
TRUST – WOODLAWN TRAIL, DATED
MARCH 28, 2018

By: HOUSING FINANCE AUTHORITY
OF PINELLAS COUNTY, FLORIDA, AS
TRUSTEE

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____

Name: _____

Title: _____

LESSEE

SP TRAIL LLC,
A FLORIDA LIMITED LIABILITY
COMPANY

BY: SP TRAIL MANAGER LLC, A
FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____

Name: _____

Title: _____

CONSENT AND JOINDER

Pursuant to Section 8.05 of the Lease, _____ hereby consents to and joins in the execution of this First Amendment, and agrees to be bound by its terms and provisions.

Witnesses:

_____, a

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____



Atlanta • Los Angeles • New York • San Francisco

41 Perimeter Center East, Suite 615
Alpharetta, Georgia 30005
Telephone: (678) 319-1911
Facsimile: (678) 319-1901
E-mail: djones@csgadvisors.com

MEMORANDUM

TO:	Kathryn Driver	HFA of Pinellas County, Florida
FROM:	David Jones	CSG Advisors
	Teresa Keefer	CSG Advisors
SUBJECT:	Investment Review: Period from October 1, 2018 to September 30, 2019	
DATE:	January 10, 2020	
REF:	Compliance with Investment Policy and Performance Measurement	

This memo is in reference to the Resolution adopting the Housing Finance Authority of Pinellas County, Florida's Investment Policy. As directed in the Resolution, The Financial Advisor of the Authority shall provide a semi-annual review of the monthly statements of the funds, investments, and securities of the Authority to determine their compliance to the Policy and calculate their performance over the period.

The scope of this review includes the following funds for months from October 1, 2018 to September 30, 2019 including all MBS and investment interest income earned during the reporting period:

Trust Fund, account:

- 1) Regions Bank account #0056866356

General Fund, accounts:

- 1) Regions Bank account #0060077158
- 2) FHLB Bank Atlanta account #3000800
- 3) US Bank Custody Account
- 4) FLSAFE Investment Account
- 5) FLCLASS Investment Account

*Total income over the period equaled \$526,489 which was a 3.34% annualized return of the average asset balance.

All investments reviewed were deemed acceptable and in accordance with the Authority's Investment Policy.

Pinellas County Assets*	Avg Balance	Authorized Investment Category
FHLB Pledged Investments	4,889,121	F
General Fund Avg Investment Balance	9,798,414	F
Trust Fund Avg Investment Balance	1,094,178	C
Sum of Average Balances	15,781,713	
Investment Income	Total	
GNMA Income	0	
01-345.900 Interest Income**	446,183	
	<u>446,183</u>	
Bank Interest	31,822	
FLSAFE & FLCLASS Interest	41,653	
Trust Fund Bank Interest	6,831	
Total Income**	526,489	
Average Rate of Return	3.34%	
Annualized Rate of Return	3.34%	

* Assets and income associated with "Pennies for Pinellas" were not included in the review.

** Income recognized in account 01-345.900 is from GNMA interest in the FHLB and US Bank Custody account.

*** Par value is shown for MBS balances in US Bank Custody account.

Pinellas County Assets by Type	Avg Balance
Cash & Cash Equivalents	6,207,340
Local Government Investment Pools	1,852,981
FHLB Pledged Investments	4,889,121
MBS	2,832,271
Sum of Average Balances	15,781,713

PCHFA Investments: Average Balances from 10/31/18 to 09/30/19

