

JACKSONVILLE HOUSING FINANCE AUTHORITY



Jacksonville Housing Finance Authority Board of Directors Meeting
February 19, 2020
Noon
214 North Hogan Street, 8th Floor

- AGENDA -

- | | |
|---|---------------------|
| Call Meeting to Order | Chair |
| Approval of Minutes of December 4, 2019 Meeting | JHFA Board |
| I. <u>Public Comments</u> | |
| A. Public Comments | Public |
| II. <u>REPORTS</u> | |
| A. Staff and Financial Report | Laura Stagner |
| • Financial Statement | |
| • Procurement | |
| • Annual Report | |
| B. Financial Advisor Memo | Mark Hendrickson |
| IV. <u>ACTION ITEMS</u> | |
| A. Board Members Declare Conflicts, if any | Board |
| B. Consider Approval of New MCC Program | Mark Hendrickson |
| C. Consider Approval: \$50 Million SF Bond Allocation | Rhonda Bond-Collins |
| D. Consider Additional DPA Funds (\$250,000) | Laura Stagner |
| E. Hartwood- consider approval of assignment of LURA to Purchaser | Rhonda Bond-Collins |
| V. <u>NEW BUSINESS</u> | |
| VI. <u>OLD BUSINESS</u> | |
| A. Update on Bond Allocation | Rhonda Bond-Collins |
| B. Single Family Program | Mark Hendrickson |
| C. New Rental Financings | Mark Hendrickson |
| D. Update on Existing Rental Properties | Mark Hendrickson |
| • Recent JHFA Activities/Developments | |
| • Millennia Portfolio | |
| • Occupancy Report | |
| E. Update on 2020 Legislative Session | Mark Hendrickson |
| F. Update on Conferences | Mark Hendrickson |
| VII. <u>ADJOURN JHFA MEETING</u> | |
| | Chair |

JACKSONVILLE HOUSING FINANCE AUTHORITY



JACKSONVILLE HOUSING FINANCE AUTHORITY

Board of Directors Meeting

MINUTES

OF

REGULAR MEETING

December 4, 2019

December 4, 2019: JHFA Board Meeting
Noon
214 North Hogan Street, 8th Floor

BOARD MEETING:

Present at the meeting were:

BOARD MEMBERS

Tripp Gulliford, Chair
Spencer Cummings, Vice Chair
Dee Bumbarger, Secretary
Nadine Carswell, Member
Jeffrey Rosen, Member
Jane Scofield, Member

PROFESSIONAL STAFF:

Mark Hendrickson, The Hendrickson Company, Financial Advisor
Susan Leigh, The Community Concepts Group, Financial Advisor
Helen Feinberg, RBC Capital Markets, Investment Banker
Will Milford, Bryant Miller Olive, Bond Counsel
Lawsikia Hodges, City of Jacksonville Office of General Counsel
Tricia Heintz, Bank of New York Mellon, Trustee

CITY STAFF:

Bryan Mosier
Laura Stagner
Jane Bouda

PUBLIC:

Ryan Hoover, Vestcor
Bob Colvard, Blue Sky Communities
Barney Smith, Smith and Young Company

BOARD MEETING

Chairman Gulliford called the meeting to order at 12:01 pm, with a quorum present.

Minutes

Ms. Scofield moved, with a second by Mr. Rosen, that the **Board approve the minutes of the October 23, 2019 Board meeting.** The motion passed 6-0.

Public Comments

Mr. Ryan Hoover updated the Board on multiple properties with JHFA financing. He stated that Lofts at Jefferson Station had its first move-in December 1, and also provided information on the timing of closings for Lofts at Brooklyn, Lofts at Murray Hill, and Sydney Trace.

Mr. Bob Colvard stated the Ashley Square was moving forward to a 1st quarter 2020 closing.

Chairman Gulliford introduced Barney Smith, who is scheduled for final City Council approval as Mr. Gulliford's replacement on the JHFA Board.

Staff Report and Financial Report

Ms. Stagner updated the Board on JHFA financials, noting that year-end financials were in the Board Packet, and that the JHFA had net revenue of over \$1.1 million for the fiscal year ending September 30, 2018.

Ms. Stagner reported that the TEFRA approvals for Single Family, Sydney Trace and Ashley Square had received approval in City Council committee and were scheduled for full Council approval December 10.

Ms. Stagner updated the Board on the procurement process for various professional services, and presented the recommended rankings for Investment Banker, Bond Counsel, Trustee, and Financial Advisor:

Bond Underwriter

1. RBC Capital Markets
2. Raymond James

Financial Advisor

1. The Hendrickson Company & Community Concepts Group

Bond Trustee

1. Bank of New York Mellon

Bond Counsel

1. Bryant Miller Olive
2. Nabors, Giblin & Nickerson
3. Foley & Lardner

Ms. Stagner noted that the Bond Counsel rankings were from the Office of General Counsel and the other rankings from the scoring committee. After discussion, Mr. Rosen moved, with a second by Ms. Scofield, that the Board **approve the rankings and selections of RBC Capital Markets as Underwriter, Bank of New York Mellon as Trustee, Bryant Miller Olive as Bond Counsel, and The Hendrickson Company and Community Concepts Group as Financial Advisors**. Ms. Hodges noted that the specific action of approval of the rankings had not been on the published agenda and advised that the Chair invite public comment. Chairman Gulliford asked if there was any public comment, and none was received. The motion then passed 6-0.

Board Member Conflicts

No Board member reported a conflict.

Bond Allocation

Mr. Hendrickson updated the Board on bond allocation, stating that the JHFA would file for single family bond authority when the TEFRA was approved.

Single Family

Mr. Hendrickson updated the Board on the program and presented a "heat map" showing the location of loans.

Multi-Family Updates

Mr. Hendrickson updated the Board on upcoming financings.

Local Contribution

Mr. Hendrickson stated that the FHFC Housing Credit applications had been received, and that the JHFA selected development, Lofts at Murray Hill, would receive Housing Credits if it passed FHFC threshold scoring.

Millennia

Mr. Hendrickson and Mr. Milford explained the HUD Use Agreements in place from earlier financings on The Weldon and Palmetto Glen. After discussion, Ms. Scofield moved, with a second by Ms. Carswell, that the Board **authorize Bond Counsel and the Financial Advisor to take all steps necessary to complete the transfer of the Use Agreements and authorize the Chair to sign any documents related to the transfer.** The motion passed 6-0.

Caroline Arms

Mr. Hendrickson presented a request from the owner for an amendment to the LURA related to income averaging. He explained the concept of income averaging and noted that the JHFA had approved implementation of income averaging for developments subject to the prior approval of FHFC of the income averaging for that development. Mr. Hendrickson explained that Caroline Arms had not received FHFC approval. After discussion, Mr. Rosen moved, with a second by Mr. Cummings, that the Board **defer action on the request.** The motion passed 6-0.

Monaco Arms

Mr. Hendrickson presented a request from the owner for an amendment to the LURA related to the substitution of a security camera system in place of a gated entry (to the parking area). The Board discussed the security camera system, what parts of the development would be covered, who would monitor the system, and the retention of any security camera footage. After discussion, Ms. Scofield moved, with a second by Mr. Rosen, that the Board **approve an amendment to the LURA substituting a security camera system for a gated entry subject to (1) security camera system being comprehensive with a retention plan acceptable to JHFA, and (2) owner to pay all legal costs.** The motion passed 6-0.

2020 JHFA Meeting Calendar

Mr. Hendrickson presented a proposed 2020 JHFA meeting calendar. After discussion, Ms. Scofield moved, with a second by Mr. Cummings, that the Board approve **the proposed 2020 meeting calendar, with meeting on the 3rd Wednesday of January, February, March, April, May, June, August, September and October and a meeting on December 2.** The motion passed 6-0.

Meeting Called by CM Carlucci

Chairman Gulliford updated the Board on a meeting called by CM Carlucci focused on the issues at Valencia Way (gas system cutoff) and other affordable housing issues. He stated that he had explained the role of JHFA in financing, including the extensive credit underwriting and construction approval process. Chairman Gulliford recommended that the JHFA make a presentation to members of the City Council on JHFA, its activities and procedures.

Gregory Cove

Mr. Hendrickson reported that a loan made to Gregory Cove in 2003 had been repaid in the amount of \$926,206. Ms. Stagner stated that the money had been deposited into the Loan Fund.

2019 Legislative Update

Mr. Hendrickson reported that the Governor had recommended full funding, and that the Sadowski Education Effort had been successful in this effort. He stated that the 2020 session would likely be similar to 2019, with the Senate at full funding, the House at a lower amount, and the final number for housing somewhere in between.

Rhonda Bond-Collins

Ms. Stagner reported that Ms. Bond-Collins' mother had passed away and distributed an obituary with contact information.

Adjournment

On a motion by Mr. Cummings, seconded by Ms. Carswell, the Board voted unanimously to adjourn the meeting at 12:58 PM.

JACKSONVILLE HOUSING FINANCE AUTHORITY
 QUARTERLY REPORT SUMMARY
 For the Quarter Ending December 31, 2019

BALANCE SHEET

Cash & Investments	\$	4,919,836	Current Liabilities	\$	171,122
Cash in Escrow with Fiscal Agent		1,500,000	Other Liabilities	\$	-
Mortgages Receivable (Net of Allowances)		4,016,113	Fund Equity	\$	10,264,828
TOTAL ASSETS		\$ 10,435,950	TOTAL LIABILITIES & EQUITY	\$	10,435,950

BUDGET INFORMATION

		2019/2020 Budget	2019/2020 Actual	2019/2020 Projected	Projected Favorable (Unfavorable) Variance
REVENUES					
Interest, Including Profits on Investments	\$	102,162	\$ 101,985	\$ 197,543	\$ 95,381
Other Miscellaneous Revenue		108,019	22,435	104,741	(3,278)
Bond Program Revenue		125,000	122,919	122,919	(2,081)
Transfers from Fund Balance		-	-	-	-
TOTAL REVENUES	\$	335,181	\$ 247,339	\$ 425,203	\$ 90,022
EXPENDITURES					
Regular Salaries and Wages	\$	71,451	\$ -	\$ 66,449	\$ 5,002
Overtime		-	-	-	-
Special Pay		899	-	836	63
FICA Taxes		1,053	-	979	74
Retirement Contributions		19,372	-	18,016	1,356
Life and Health Insurance		10,974	-	10,206	768
Professional Services		150,000	45,000	123,333	26,667
Travel and Per Diem		10,000	-	9,000	1,000
Internal Services		39,268	3,774	36,519	2,749
Rentals and Leases		-	-	-	-
Repairs and Maintenance		1	-	-	1
Promotional Activities		1,000	404	930	70
Other Charges and Obligations		8,913	965	8,289	624
Office Supplies		1,500	-	1,395	105
Operating Supplies		1,001	-	931	70
Training, Subscriptions & Memberships		11,500	1,175	10,695	805
Capital Outlay		2	-	-	2
Other Uses		8,291	-	8,291	-
TOTAL EXPENDITURES	\$	335,225	\$ 51,317	\$ 295,869	\$ 39,356
CURRENT YEAR	\$	(44)	\$ 196,022	\$ 129,334	\$ 129,377
Fund Balance Transfers		-			
Carryovers		-			
Contingencies		-			
Prior Year Encumbrances		44			
Budget Difference	\$	-			

JACKSONVILLE HOUSING FINANCE AUTHORITY



TO: Gregory Pease, Chairman
Professional Services Evaluation Committee

FROM: Laura Stagner-Crites, Director - Finance
Jacksonville Housing Finance Authority

DATE: January 24, 2020

SUBJECT: P-38-18 JHFA Bond Counsel

The Office of General Counsel (OGC) has completed its review to the respondents for P-38-18 JHFA Bond Counsel and has selected Bryant Miller Olive pursuant to its authority contained in Section 126.310, *Municipal Code*.

The Jacksonville Housing Finance Authority will enter into a contract with Bryant Miller Olive, incorporating the attached RFP identified as “Exhibit “A” and incorporating the attached fee schedule identified as “Exhibit “B”. Because these fees are paid out of the proceeds of the underlying issues, this contract will not be encumbered within the City’s accounting system.

Services shall be provided for a period commencing on the date of contract execution and ending September 30, 2023, with an option for two (2) additional one-year periods. All terms and conditions of the contract shall be in accordance with the RFP and in the standard contractual language as is customary to the Jacksonville Housing Finance Authority, as approved by the Office of General Counsel.

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City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

January 30, 2020

Bernard E. Smith, Chairman
Jacksonville Housing Finance Authority
214 N. Hogan Street
7th Floor, St. James Building
Jacksonville, FL 32202

Dear Mr. Smith:

Ref: P-39-18 Bond Underwriter
Jacksonville Housing Finance Authority

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of concluding fee and contract negotiations with the number one ranked company/firm for the above captioned project.

The following motion/recommendation was **adopted**:

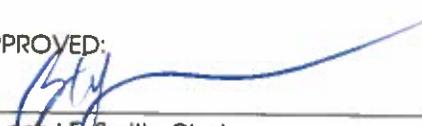
That the Jacksonville Housing Finance Authority enter into a contract with RBC Capital Market as Bond Underwriter by (i) incorporating the attached Scope of Services identified as Exhibit 'A' and Contract Fee Schedule identified as Exhibit 'B'; Because these fees are paid out of the proceeds of the underlying issues, this contract will not be encumbered within the City's accounting system; and (ii) providing an initial period of service from execution of the contract to September 30, 2023, with two (2) one-year renewal options available. All other terms and conditions shall be in accordance with the RFP and the standard contractual language as is customary to the Jacksonville Housing Finance Authority.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,


Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:


Bernard E. Smith, Chairman

This 30th day of January, 2020

GP: ab

cc: Subcommittee Members

JACKSONVILLE HOUSING FINANCE AUTHORITY



TO: Gregory Pease, Chairman
Professional Services Evaluation Committee

FROM: Laura Stagner-Crites, Director - Finance 
Jacksonville Housing Finance Authority

DATE: January 24, 2020

SUBJECT: Contract & Fee Negotiation - P-39-18 Bond Underwriter

The Jacksonville Housing Finance Authority RFP Review Subcommittee has completed its fee and contract negotiations with RBC Capital Markets, which is the number one (1) ranked respondent to the above referenced RFP.

Accordingly, it is recommended that the Jacksonville Housing Finance Authority enter into a contract with RBC Capital Markets, incorporating the attached RFP identified as "Exhibit "A" and incorporating the attached fee schedule identified as "Exhibit "B". Because these fees are paid out of the proceeds of the underlying issues, this contract will not be encumbered within the City's accounting system.

Services shall be provided for a period of time commencing on the date of contract execution and ending September 30, 2023, with an option for two (2) additional one-year extension periods. All terms and conditions of the contract shall be in accordance with the RFP and in the standard contractual language as is customary to the Jacksonville Housing Finance Authority.

Your favorable consideration to this request is appreciated. Thank you.

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Form 1 - Price Sheet

NAME OF CONSULTANT RBC Capital Markets

Proposal Number P-39-18

SCHEDULE OF PROPOSED PRICES/RATES

The JHFA desires the fee and cost proposal of respondents to include two (2) separate and distinct elements as follows:

- A) a Per Bond Rate for fee, exclusive of travel or other reimbursable costs, expressed as X amount per \$1,000 principal amount of bonds to be issued for (i) single family bond issues, (ii) single or multi-family projects of the JHFA using available funds and (iii) multi-family bond issues for private developers on a conduit financing basis; and (B) Hourly Rate(s) for a hypothetical \$20,000,000 single-family mortgage revenue bond issue of the JHFA including sub-contracting costs (if any) and travel and reimbursable expenses as required.

A. Per Bond Rate (i) \$7.65/1,000 (ii) see (i) or (iii) (iii) \$5.00/1,000

See attached for detailed breakdown

This rate or these rates shall be applicable to all of the various bond issues, or any other similar financing programs of the JHFA. The rate(s) shall be expressed as X amount per \$1,000 principal amount of bonds issued. The rate(s) shall be applicable to (i) single-family bond issues, (ii) single or multi-family projects of the JHFA using its available funds, and (iii) multi-family bond issues of private developers with the JHFA serving as a conduit financing vehicle. The rate(s) shall be paid only if bonds are issued or upon closing if the financing is of a non-bond nature using available funds. Travel and reimbursable shall be as follows:

1. If it is deemed to be financially inadvisable to sell a proposed bond issue or proceed with any other financing program at any time during the term of the contract, or such bonds are not sold or financing program consummated because of market conditions or otherwise, the Underwriter will be paid by the JHFA for "Out of Pocket" expenses upon proper invoice rendered, such as authorized travel, transportation, telephone costs and related costs necessarily incurred as underwriter. Such costs will be paid as a cost of issuance.
2. If the bonds are sold or other financing program consummated the following expenses will be paid to the Underwriter of reimbursed from the proceeds of the bond issue or other legally available funds of the JHFA.
 - (a) The Underwriter will be paid by the JHFA for "Out of Pocket" expenses as set forth in Paragraph 1 above.
 - (b) The JHFA or its Financial Advisor will pay the cost of printing the bonds and the official statements. Actual costs of printing other documents or advertisements of notice of sale will be borne by the JHFA directly.
 - (c) Incidental costs incurred in executing and delivering the bonds shall be borne directly by the JHFA.

- (d) Actual charges of security rating agencies shall be borne by JHFA directly.
- (e) Incidental costs of any informational meetings authorized by the JHFA and held elsewhere than in the City of Jacksonville shall be paid by the Underwriter. Such costs shall not include travel or transportation costs of representatives of the JHFA traveling to such meetings, or any allowance for time of attendance of representatives of the Underwriter at such meetings.
- (f) Any costs of the Underwriter incurred which are not specifically provided for herein to be at the expense of the JHFA, shall be paid by the Underwriter.
- (g) Fee of Underwriter.

B. Hourly Rate(s)

Using a hypothetical \$20,000,000 single family mortgage revenue bond issue, set forth your present applicable hourly rates and state your proposed fee and expense estimate, each of which shall show a maximum not to exceed estimated amount and then a sum total not to exceed estimated amount for both fee and expenses.

Your proposed fee shall be based upon an hourly rate or hourly rates. Set forth all hourly rates that you may charge during the term of the contract. For example, you may want to set forth hourly rates for partners, associates, assistants, etc. Also, you may want to set forth hourly rates which differ based upon specific underwriting services, conference time, travel time, documents review, etc.

Your proposed expenses should cover estimates for travel (breakdown for number of trips, destination, airfare, meals, lodging, etc.), reproduction, postage, long distance telephone, air expense charges, and other "out of pocket" reimbursable expenses, including any surcharge or billing charge associated therewith.

Fee and expense methods of calculation, rates or estimated total maximum amounts shall not be binding upon the Underwriter or the JHFA. Any and all of the foregoing shall be subject to negotiation and mutual agreement. The JHFA specifically reserves the right to negotiate, accept or reject any proposed fee or expense which is not reasonable, necessary and acceptable to the JHFA for the proposed financing.

Estimated percentage of total fee to be performed by sub-contractors 0 %

Fees to be charged for Single Family and Multifamily Bond Issues: Appearing below are fee schedules for multifamily and single family bond transactions. It should be noted that our pricing is based on a level of year-round services provided to the JHFA including review of older issues, responses to requests for efforts on non-bond transactions, working with developers whose transactions might not come to fruition, etc. RBC is willing to work with the JHFA to meet both time and budget requirements associated with the Authority's transactions and believe that the Firm has demonstrated this ability based on past performance.

Fees for Single Family Transactions	
Management Fee	\$1.40/1,000 Subject to a \$25,000 minimum
Average Takedown	Estimated at \$5.50/1,000, but will vary based on structure and market conditions
Computer	\$.75/1,000 for the first \$20,000,000 (with minimum of \$15,000) – charged when rating agency cash flow projections are required
	\$.50/1,000 for each additional \$1,000,000
Expenses	The Underwriter also charges for all out-of-pocket expenses, including but not limited to travel (approximately \$250 per day trip), communications, duplication, CUSIPs, clearance, and underwriter's counsel.

Fees for Multifamily Conduit Transactions (AAA/AA+)	
Management Fee	\$25,000
Average Takedown	\$6.25/1,000 (assuming 30-40 year Fixed Rate term but will vary based on structure and market conditions) \$5.00/1,000 (assuming 15-18 year Fannie Mae M.TEB) \$3.75/1,000 (assuming short-term treasury backed structure)
	\$2.50/1,000 (Variable Rate)
Computer/Structure	\$1.00/bond (if Rating Agency Cash Flows are required) Subject to a \$10,000 minimum
Expenses	The Underwriter also charges for all out-of-pocket expenses, including but not limited to travel, communications, duplication, CUSIPs, clearance, and underwriter's counsel.

RBC Capital Markets is willing to adjust our fees based on the scope of the actual transaction.

Section B – Hourly Rates

It should be noted that hourly fees are not a customary form of compensation for bond underwriting services, however we have provided a quote on this basis as requested in the RFP. In Single Family transactions, the largest fee component is the Takedown which is a sales commission paid for the sale of the bonds. The Management Fee and Computer Fee could potentially be measured based on an hourly rate structure. Hourly Rates are set forth below:

As stated earlier, RBC Capital Markets attends monthly meetings, meets with staff/ JHFA professionals, and performs a variety of tasks and reviews as required. Fees have only been charged when a

transaction closes. For purposes of this scenario, it is presumed that 50% of meetings will be charged to Single Family and 50% to Multi-family transactions.

Estimated Hourly Time for \$20,000,000 Single Family Issues	
Managing Director / Lead Banker	60 hours @ \$350.00 = \$21,000
Quantitative Banker	60 hours @ \$350.00 = \$21,000
Support	40 hours @ \$150.00 = \$6,000
Computer Software Lease	\$5,000 (This fee is included on the fixed price transaction)

Total Management/Structure Cost Based on Hourly Structure	\$48,000.00
Takedown	\$110,000.00
Underwriter's Counsel	\$27,500.00
Conference Calls	\$1,500.00
Postage / Overnight Deliveries / Copying	\$200.00
Travel (5 meetings and closing)	\$2,500.00
Wires / Dalcomp / CUSIP, etc.	<u>\$2,000.00</u>
TOTAL SPREAD	\$191,700.00

- 1) All expenses are estimated and will be charged based on actual cost.
- 2) Typical travel includes the following estimations; roundtrip airfare or mileage at \$250.00, car rental (if needed) at \$60.00/day, hotel for one night while attending closing at \$200.00, and incidentals such as parking and meals.



City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

January 30, 2020

Bernard E. Smith, Chairman
Jacksonville Housing Finance Authority
214 N. Hogan Street
7th Floor, St. James Building
Jacksonville, FL 32202

Dear Mr. Smith:

Ref: P-40-18 JHFA Financial Advisor
Jacksonville Housing Finance Authority

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of concluding fee and contract negotiations with the number one ranked company/firm for the above captioned project.

The following motion/recommendation was **adopted**:

That the Jacksonville Housing Finance Authority enter into a contract with the Hendrickson Company & The Community Concepts Group, Inc., as JHFA Financial Advisor by (i) incorporating the attached Scope of Services identified as Exhibit 'A' and Contract Fee Schedule identified as Exhibit 'B'; (ii) providing \$125,000.00 annually for the services; (iii) provide a not-to-exceed total maximum indebtedness of \$375,000.00; and (iv) providing an initial period of service from execution of the contract to September 30, 2023, with two (2) one-year renewal options available. All other terms and conditions shall be in accordance with the RFP and the standard contractual language as is customary to the Jacksonville Housing Finance Authority.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,




Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:


Bernard E. Smith, Chairman

This 30th day of January, 2020

GP: ab

cc: Subcommittee Members

JACKSONVILLE HOUSING FINANCE AUTHORITY



TO: Gregory Pease, Chairman
Professional Services Evaluation Committee

FROM: Laura Stagner-Crites, Director - Finance 
Jacksonville Housing Finance Authority

DATE: January 24, 2020

SUBJECT: Contract & Fee Negotiation - P-40-18 JHFA Financial Advisor

The Jacksonville Housing Finance Authority RFP Review Subcommittee has completed its fee and contract negotiations with The Hendrickson Company and The Community Concepts Group, Inc., which is the number one (1) ranked respondent to the above referenced RFP.

Accordingly, it is recommended that the Jacksonville Housing Finance Authority enter into a contract with The Hendrickson Company and The Community Concepts Group, Inc., incorporating the attached RFP identified as "Exhibit "A" and incorporating the attached fee schedule identified as "Exhibit "B" for a maximum not to exceed amount of \$~~3~~25,000 annually.

Services shall be provided for a period commencing on the date of contract execution and ending September 30, 2023, with an option for two (2) additional one-year periods. All terms and conditions of the contract shall be in accordance with the RFP and in the standard contractual language as is customary to the Jacksonville Housing Finance Authority.

Your favorable consideration to this request is appreciated. Thank you.

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Form 1 - Price Sheet

NAME OF CONSULTANT THE HENDRICKSON COMPANY + THE COMMUNITY CONCEPTS GROUP, INC.

Proposal Number P-40-18 FINANCIAL ADVISOR

SCHEDULE OF PROPOSED PRICES/RATES

The JHFA desires the fee and cost proposal of respondents to include proposed annual Flat Fee, payable on a regular periodic basis for all general services, and all services for single family and multifamily bond issues generally described in Section 4 above. All out of pocket costs and travel costs shall be on a reimbursable basis.

A. Annual Flat Fee for General Services \$ 125,000 * 2

Clearly state your proposed Annual Flat Fee and the basis for periodic payment (i.e. semiannually, quarterly, etc.). This fee is intended to be all-inclusive of general services to the JHFA on an ongoing basis as the same may arise from time to time for those services generally described in Section II A and B above. This fee is exclusive of travel and other reimbursable costs. If you believe there are any specific exclusions or exceptions to the all-inclusive nature of these services and this annual flat fee arrangement, please specifically set forth any such exceptions and please state your hourly rate for such excluded general services.

B. Out of Pocket Expenses \$ Ø

Such expenses include, but are not limited to the actual and reasonable cost of postage, delivery services, express mail, long distance telephone, document reproduction, and special studies or subcontracted services, but only if such special studies or subcontracted services are expressly approved in advance by the JHFA.

C. Travel Expenses \$ Ø

Your proposed expenses should cover estimates for travel (breakdown for number of trips, destination, coach air fare, meals, single room rate for lodging, vicinity transportation such as cab fare or car rental, etc.). All such travel expenses shall be reimbursed from proceeds from the bond issues.

D. Expenses Relating to Bond Issues \$ Ø

If it is deemed to be financially inadvisable to sell a proposed bond issue or proceed with any other financing program at any time during the term of the contract, or such bonds are not sold or other financing program consummated because of market conditions or otherwise, the Financial Advisor will be paid by the JHFA for "Out of Pocket" expenses and travel expenses upon proper invoice rendered as set forth in B and C above. Such costs will be paid from legally available funds of the JHFA.

If the bonds are sold or other financing program consummated the following expenses will be paid to the Financial Advisor or reimbursed from the proceeds of the bond issue or other legally available funds of the JHFA:

- (a) The Financial Advisor will be paid by the JHFA for "Out of Pocket" expenses and travel expenses upon proper invoice rendered as set forth in Paragraph B and C above.
- (b) The Financial Advisor may pay the cost of printing the bonds and the official statement. In such case, the JHFA will reimburse the Financial Advisor for the actual costs incurred in connection with the printing upon proper invoice rendered. In the alternative, actual costs of printing the bonds may be invoiced directly by the Financial Advisor to the JHFA.

- (c) Actual charges of security rating agencies shall be borne by the JHFA directly.
- (d) Out of Pocket costs of any informational meetings authorized by the JHFA shall be paid by the Financial Advisor and reimbursed by the JHFA upon proper invoice rendered. Travel expenses will be reimbursed only if the meeting is held elsewhere than the City of Jacksonville.
- (e) Advertisements of the "Notice of Sale" will be reimbursed by the JHFA on an actual cost basis. Any costs of the Financial Advisor incurred which are not specifically provided for herein to be at the expense of the JHFA, shall be paid by the Financial Advisor.
- (f) Incidental costs incurred in executing and delivering the bonds shall be borne directly by the JHFA.

E. Estimated percentage of total fees to be performed by sub-contractors 0^{#1} %

*Proposed per bond rates, hourly rates and reimbursable expense estimates shall not be binding upon the JHFA. Any and all of the foregoing shall be subject to negotiation and mutual agreement except for travel reimbursement as specified in the Ordinance Code of the City of Jacksonville. The JHFA specifically reserves the right to negotiate, accept or reject any proposed per bond rates, hourly rates or reimbursable expenses which are not reasonable, necessary and acceptable to the JHFA.



- *1 Subcontractor - Credit Underwriter not paid from this fee or any JHFA funds. Fee paid directly by loan applicant to the credit underwriter.
- *2 In addition to fixed fee paid by JHFA, there will be a multi-family application review fee paid directly by each applicant when submitting their application. JHFA will not pay this fee. The amount is proposed at \$3,000 per review, which is consistent with current JHFA policies.

City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202



ONE CITY. ONE JACKSONVILLE.

January 30, 2020

Bernard E. Smith, Chairman
Jacksonville Housing Finance Authority
214 N. Hogan Street
7th Floor, St. James Building
Jacksonville, FL 32202

Dear Mr. Smith:

Ref: P-40-18 JHFA Trustee
Jacksonville Housing Finance Authority

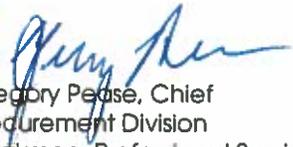
The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of concluding fee and contract negotiations with the number one ranked company/firm for the above captioned project.

The following motion/recommendation was adopted:

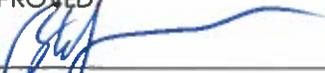
That the Jacksonville Housing Finance Authority enter into a contract with the BNY Mellon Trust Company, N.A., as JHFA Trustee by (i) incorporating the attached Scope of Services identified as Exhibit 'A' and Contract Fee Schedule identified as Exhibit 'B'; Because these fees are paid out of the proceeds of the underlying issues, this contract will not be encumbered within the City's accounting system; and (ii) providing an initial period of service from execution of the contract to September 30, 2023, with two (2) one-year renewal options available. All other terms and conditions shall be in accordance with the RFP and the standard contractual language as is customary to the Jacksonville Housing Finance Authority.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,


Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:


Bernard E. Smith, Chairman

This 30th day of January 2020

GP: ab

cc: Subcommittee Members

JACKSONVILLE HOUSING FINANCE AUTHORITY



TO: Gregory Pease, Chairman
Professional Services Evaluation Committee

FROM: Laura Stagner-Crites, Director - Finance
Jacksonville Housing Finance Authority 

DATE: January 24, 2020

SUBJECT: Contract & Fee Negotiation - P-41-18 JHFA Trustee

The Jacksonville Housing Finance Authority RFP Review Subcommittee has completed its fee and contract negotiations with BNY Mellon Trust Company, N.A., which is the number one (1) ranked respondent to the above referenced RFP.

Accordingly, it is recommended that the Jacksonville Housing Finance Authority enter into a contract with BNY Mellon Trust Company, N.A., incorporating the attached RFP identified as "Exhibit "A" and incorporating the attached fee schedule identified as "Exhibit "B". Because these fees are paid out of the proceeds of the underlying issues, this contract will not be encumbered within the City's accounting system.

Services shall be provided for a period commencing on the date of contract execution and ending September 30, 2023, with an option for two (2) additional one-year periods. All terms and conditions of the contract shall be in accordance with the RFP and in the standard contractual language as is customary to the Jacksonville Housing Finance Authority.

Your favorable consideration to this request is appreciated. Thank you.

g:\jacksonville housing finance authority\jhfa procurement\2018 procurement\p-41-18 jhfa trustee\p-41-18 bond trustee contract & fee.docx

Form 1 - Price Sheet

NAME OF CONSULTANT The Bank of New York Mellon Trust Company, N.A.

Proposal Number RFP # P-41-18

SCHEDULE OF PROPOSED PRICES/RATES

1. **Flat Fee** (payable upon completion of project or upon completion of listed deliverables):

Please refer to our MultiFamily and Single Family fee schedules attached for complete pricing.

2. **Per Bond Rates** - These rates shall be expressed as X amount per \$1,000 principal amount of bonds to be issued for (i) a hypothetical \$20,000,000 single family bond issue (and whether the rates change the higher or lower the amount of the issue); and (ii) a hypothetical \$20,000,000 multi-family project bond issue (and whether the rates change the higher or lower the amount of the issue), together with sub-contracting costs (if any - please specifically identify) and travel and reimbursable expenses. Please include any proposed minimum or maximum fee. It is understood and agreed that attendance at JHFA meetings and any City Council meetings is included in this fee.

Please refer to our MultiFamily and Single Family fee schedules attached for complete pricing.

3. **Hourly Rates** - Set forth all present applicable hourly rates that you may charge during the term of the engagement for services rendered outside of a specific bond transaction, and identify the work if possible. For example, you may set forth hourly rates for partners, associates, paralegals, etc. Also, you may set forth hourly rates which differ based upon court preparation and court appearances, conference time, travel time, document drafting, etc. Do not use "blended" hourly rates.

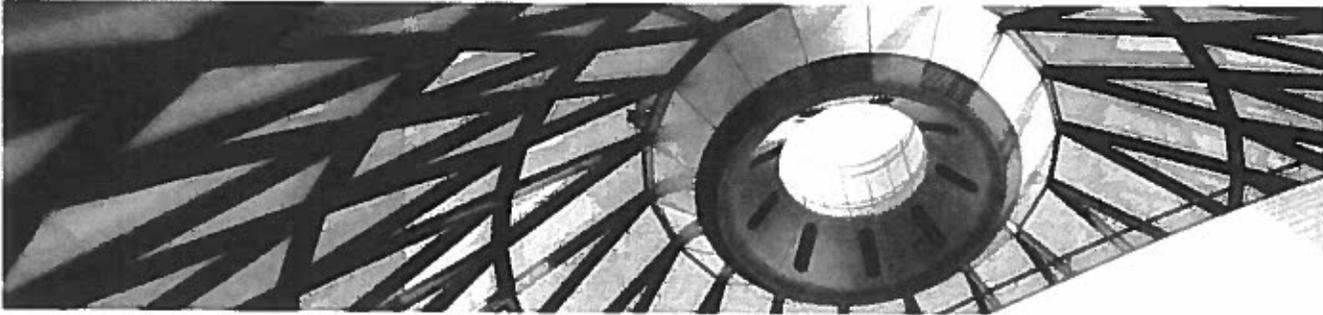
Please refer to our MultiFamily and Single Family fee schedules attached for complete pricing.

4. **Reimbursable Expenses** - Your proposed reimbursable expenses should cover estimates for travel (air fare, meals, lodging, etc.), reproduction, postage, long distance telephone, air express charges, and other "out of pocket" reimbursable expenses, including any surcharge or billing charge associated therewith. Travel expenses will be adjusted in accordance with the City Ordinance Code and Rules promulgated thereunder. Also, include any substantial costs for services to be performed on a subcontracted basis.

Please refer to our MultiFamily and Single Family fee schedules attached for complete pricing.

5. Estimated percentage of total fee to be performed by sub-contractors 0 %

Proposed per bond rates, hourly rates and reimbursable expense estimates shall not be binding upon the JHFA. Any and all of the foregoing shall be subject to negotiation and mutual agreement except for travel reimbursement as specified in the Ordinance Code of the City of Jacksonville. The JHFA specifically reserves the right to negotiate, accept or reject any proposed per bond rates, hourly rates or reimbursable expenses which are not reasonable, necessary and acceptable to the JHFA.



Jacksonville Housing Finance Authority

RFP #P-41-18

Date: August 28, 2019

Presented By:

BNY Mellon Corporate Trust

**Fee Schedule for Single Family Transactions
for the following:**

- Trustee
- Paying Agent
- Registrar
- Dissemination Agent
- Arbitrage Rebate Analyst



BNY MELLON

Fee Schedule - Single Family Transactions

Subject to the Terms and Disclosures below, upon appointment of The Bank of New York Mellon Trust Company, N.A. ("BNYM" or "us" or "affiliates" or "subsidiaries") in the roles as outlined within this Fee Schedule (this "Fee Schedule"), Jacksonville Housing Finance Authority ("Client") shall be responsible for the payment of the fees, expenses and charges as set forth herein. Fees are payable or accrue at the time of the execution of the governing documents (the "Transaction Documents") in connection with the closing of the transaction (the "Transaction") which is the subject of this Fee Schedule.

General Fees

Acceptance Fee	\$3,500
-----------------------	----------------

The Transaction Acceptance Fee is payable at the time of the execution of the governing documents in connection with the closing of the transaction which is the subject of this Agreement (the "Transaction"), and compensates BNYM for the following: review of all supporting documents, initial establishment of the required accounts and Know Your Client checks.

Annual Trustee Administration Fee	2 Basis Points of Outstanding
Annual Minimum	Subject to minimum of \$2,000 per Tranche

Annual fees of 2 basis points of bonds outstanding, subject to a minimum of \$2,000 per Tranche, covers the duties and responsibilities related to account administration and bondholder services, which may include maintenance of accounts on various systems, collection and payment of principal and interest to bondholders, the preparation and distribution of any sinking fund redemption notices and the monitoring of issuer compliance. The fee is payable in arrears for the year and shall not be prorated.

Annual Paying Agent/Registrar Fee	Included in Trustee Fee
--	--------------------------------

An annual charge covering the normal paying agent duties related to account administration and bondholder services. Our pricing is based on the assumption that the bonds are DTC-eligible/book-entry only. If the bonds are certificated or physical, an additional \$1,000 per year will be added to the Annual Paying Agent Administrative fee. This fee is payable annually, in arrears.

Annual Tender Agent Fee	Included in Trustee Fee
--------------------------------	--------------------------------

An annual charge covering the normal administrative duties and responsibilities, assuming the issuance of book entry bonds.

Annual Dissemination Agent Fee	\$250
---------------------------------------	--------------

An annual charge covering the normal dissemination agent duties that include but are not limited to determining the names and addresses of repositories, annually file the Annual Report, Audited Financial Statement with each National and State repository and upon receipt file a notice of material event to both National and State Repositories.

Investment Compensation

With respect to investments in money market mutual funds for which BNYM provides shareholder services, BNYM (or its affiliates) may receive fees from the mutual funds (or their affiliates) for shareholder services as set forth in the Authorization and Direction to Invest Cash Balances in Money Market Mutual Funds or other similar fees described in the fund prospectus.

Investment Agreement/Repurchase/Forward Purchase Agreement – Annual Fee, per agreement	(if applicable) \$1,000
---	--------------------------------

An annual fee for ongoing administration of each Investment Agreement, Repurchase Agreement or Forward Purchase Agreement.

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BNYM will assess a setup fee of \$500 covering the review and negotiation of each agreement. The fees and expenses incurred by BNYM's Counsel in connection with its review and negotiation of each agreement will additionally be billed at the actual amount of fees and expenses charged by Counsel.

Counsel Fees - External

\$6,000

If external legal counsel is retained by BNYM, a bill for the fees, expenses and disbursements of such external legal counsel will be sent to Client. Client will be billed for the actual amount of the fees, expenses and disbursements charged by external legal counsel for its services plus any applicable taxes, and such amount will be payable upon the closing of the Transaction. In the event that the Transaction is terminated prior to closing, Client will remain responsible for the payment of external counsel fees, expenses and disbursements incurred up to and including the termination date.

Arbitrage Rebate Calculations (Available in an Annual or 5 Year Option)

\$1,250 per annual report

\$2,500 per 5 year report

Our arbitrage rebate compliance services are designed to help tax-exempt bond issuers and conduit borrowers comply with the yield restriction and arbitrage rebate requirements of Internal Revenue Code Section 148 and related Treasury Regulations. When BNYM is the trustee and/or paying agent for your tax-exempt bonds, we simplify the process and provide seamless arbitrage reporting and information. Payable upon delivery of calculation report.

Extraordinary Services/Miscellaneous Fees

The charges may be hourly or fixed for performing extraordinary or other services not contemplated at the time of the execution of the Transaction Documents or not specifically covered elsewhere in this schedule will be commensurate with the service to be provided and may be charged in BNY Mellon's sole discretion. If it is contemplated that BNY Mellon hold/and or value collateral, additional acceptance, administration and counsel review fees will be applicable to the agreement governing such services. If the bonds are converted to certificated form, additional annual fees will be charged for any applicable tender agent and/or registrar/paying agent services. Additional information will be provided at such time. If all outstanding bonds of a series are defeased or redeemed, or BNY Mellon is removed as paying agent prior to the maturity of the bonds, a termination fee may be assessed at that time.

Miscellaneous fees and expenses may include, but are not necessarily limited to supplemental agreements, tender processing, the preparation and distribution of sinking fund redemption notices, optional redemptions, failed remarketing processing, preparation of special or interim reports, UCC filing fees, auditor confirmation fees, wire transfer fees, Letter of Credit drawdown fees, transaction fees to settle third-party trades, and reconciliation fees to balance trust account balances to third-party investment provider statements. Counsel, accountants, special agents and others will be charged at the actual amount of fees and expenses billed. FDIC or other governmental charges will be passed along as incurred. Reimbursement will be required for any out-of-pocket expenses and will be invoiced to the Client at cost.

Client agrees to reimburse BNYM for extraordinary expenses incurred by it in connection with the Transaction to the extent permitted by law.

Unless specifically listed in this Fee Schedule, the fees, expenses and disbursements of BNYM legal counsel are not included in the charges listed above.

Default Administration

If a default occurs under the Transaction Documents, the services of each employee of BNYM administering such default will be charged at the prevailing hourly rate for default administration services as set out from time to time. In addition, all of BNYM's costs and expenses "including but not limited to any legal costs, travel costs and applicable taxes" shall be charged to Client.

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Negative Interest Rates – Charges

With respect to any funds invested by BNYM in connection with the Transaction, if: (i) any recognized overnight benchmark rate or any official overnight interest rate set by a central bank or other monetary authority is negative or zero; or (ii) any market counterparty or other institution applies a negative interest rate or any related charge to any account or balance of BNYM or any account or balance opened for You by BNYM, BNYM may apply a charge to any of Your accounts or balances. BNYM will give you prompt written notice of the application of any such charges. You acknowledge and agree that the application of such a charge by BNYM may cause the effective interest rate applicable to your account or balance to be negative, notwithstanding that one or more of the rates set by third parties specified in clauses (i) and (ii) above may be positive.

Terms and Disclosures

General

BNYM's final acceptance of its appointment pursuant to the Transaction Documents is subject to the full review and approval of all related documentation and standard Know Your Client procedures. In the event that this Transaction does not proceed with BNYM in the roles contemplated by this Fee Schedule and the Transaction Documents, Client will be responsible for payment of any external counsel fees and expenses and out-of-pocket expenses which BNYM may have incurred up to and including the termination date.

Client shall be responsible for filing any applicable information returns with the U.S. Department of Treasury, Internal Revenue Service in connection with payments made by BNYM to vendors who have not performed services for BNYM's benefit under the various bond or note issuances or other undertakings contemplated by this Fee Schedule.

The Bank of New York Mellon Corporation is a global financial organization that operates in and provides services and products to clients through its affiliates and subsidiaries located in multiple jurisdictions (the "BNY Mellon Group"). The BNY Mellon Group may (i) centralize in one or more affiliates and subsidiaries certain activities (the "Centralized Functions"), including audit, accounting, administration, risk management, legal, compliance, sales, product communication, relationship management, and the compilation and analysis of information and data regarding Client (which, for purposes of this provision, includes the name and business contact information for Client employees and representatives) and the accounts established pursuant to the Transaction Documents ("Client Information") and (ii) use third party service providers to store, maintain and process Client Information ("Outsourced Functions"). Notwithstanding anything to the contrary contained elsewhere in this Fee Schedule or the Transaction Documents and solely in connection with the Centralized Functions and/or Outsourced Functions, Client consents to the disclosure of, and authorizes BNY Mellon to disclose, Client Information to (i) other members of the BNY Mellon Group (and their respective officers, directors and employees) and to (ii) third-party service providers (but solely in connection with Outsourced Functions) who are required to maintain the confidentiality of Client Information. In addition, the BNY Mellon Group may aggregate Client Information with other data collected and/or calculated by the BNY Mellon Group, and the BNY Mellon Group will own all such aggregated data, provided that the BNY Mellon Group shall not distribute the aggregated data in a format that identifies Client Information with Client specifically. Client represents that it is authorized to consent to the foregoing and that the disclosure of Client Information in connection with the Centralized Functions and/or Outsourced Functions does not violate any relevant data protection legislation. Client also consents to the disclosure of Client Information to governmental and regulatory authorities in jurisdictions where the BNY Mellon Group operates and otherwise as required by law.

Please note the fees quoted in this Fee Schedule are based upon the information available at the present time. Further quotes may be provided once the structure of the deal has been finalized. Annual Fees cover a period of one year and any portion thereof and are not subject to pro-rata. Fees may be subject to adjustment during the life of the engagement.

Advance Fees

BNYM requires that Client agree to the fees quoted in this Fee Schedule prior to the commencement of any work or the provision of any services by BNYM in relation to the Transaction. In the event that BNYM provides any services to Client prior to your agreement to the fees quoted herein, the commencement of such work or the provision of such services shall not be deemed to constitute a waiver of the fees listed in this Fee Schedule. BNYM reserves the right to cease providing services until such time as

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Client agrees to the fees quoted herein. BNYM reserves the right to request that any and all fees due and payable pursuant to this Fee Schedule and related in any way to the Transaction are paid in advance (either in whole or in part) prior to the provision of any services.

Acceptance/Revocation of Offer

You may agree to the fees quoted herein by (i) executing this Fee Schedule and returning it to us, (ii) closing the Transaction, or (iii) instructing us or continuing to instruct us after receipt of this Fee Schedule. Upon the earlier to occur of (i), (ii) and (iii), the fees quoted herein shall be deemed accepted by you. If you agree to the fees quoted herein, the terms of this Fee Schedule shall supersede any prior fees quoted with respect to the Transaction. BNYM may revoke the terms of this Fee Schedule if the Transaction does not close within three months from the date of this Fee Schedule. Should the Transaction fail to close for any reason, a termination fee equal to BNYM's Acceptance Fee, any external counsel fees, expenses and disbursements and all out-of-pocket expenses will apply.

Confidential Information

Except as otherwise provided by law, all information provided to Client by BNYM must remain confidential and may not be intentionally disclosed, reproduced, copied, published, or displayed in any form to any third party without BNYM's prior written approval.

Client Notice Required By the USA Patriot Act

To help the U.S. government fight the funding of terrorism and money laundering activities, US Federal law requires all financial institutions to obtain, verify and record information that identifies each person (whether an individual or organization) for which a relationship is established. When Client establishes a relationship with BNYM, we will ask Client to provide certain information (and documents) that will help us to identify Client. We will ask for your organization's name, physical address, tax identification or other government registration number and other information that will help us identify Client. We may also ask for a Certificate of Incorporation or similar document or other pertinent identifying documentation for your type of organization.

Jacksonville Housing Finance Authority hereby accepts and agrees to the fees and the terms and conditions set forth in this Fee Schedule.

By: _____
Name: _____ *(Print name in full)*
Title: _____
Date: _____

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2019 Annual Report



DECEMBER 31

JACKSONVILLE HOUSING FINANCE AUTHORITY

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About the Jacksonville Housing Finance Authority

The Jacksonville Housing Finance Authority (JHFA) was created in 1978 as the Duval County Housing Finance Authority (DCHFA). The JHFA's position within City government has been altered several times over the past 40 years, most recently in 2014. The JHFA is a dependent special district, governed by a seven-member Board of Directors appointed by the Mayor (4) and City Council (3).

The JHFA does not receive operating appropriations from the City. The JHFA funds all its operations from revenues generated from its bond and loan programs. The JHFA is essentially a public purpose lending institution that generates its loans from the proceeds of tax-exempt bonds and program income.

The JHFA finances loans to first time homebuyers and to developers who build or rehabilitate rental housing for occupancy by eligible families. Since its inception, the JHFA has provided over \$765 million in funding for the creation of affordable housing. This funding has created over 7,300 units of affordable rental housing and thousands of new homeownership opportunities.

Market Driven Approach

All the JHFA's programs are market driven. The JHFA must structure programs that work from an economic perspective – not because the law says they must, but because the private sector would not invest their money in bonds or loans that are improperly structured or developments that are not feasible.

Board of Directors

The JHFA is governed by a seven-member Board of Directors.

Name	# of Terms	Term Ends / Resolution	Race	Sex	Notes
William “Tripp” Gulliford (Chair)	2 of 2	11/30/2019 (2015-832)	W	M	Mayoral Appointment
Spencer Cummings (Vice-Chair)	1 of 2	06/30/2018 (2019-341)	W	M	Mayoral Appointment
Delilah R. “Dee” Bumbarger (Secretary)	1 of 2	06/30/2020 (2016-689)	W	F	Council Appointment
Gloria “Nadine” Sherman Carswell	1 of 2	06/30/2019 (2018-360)	B	F	Council Appointment
James P. Citrano, Jr.	1 of 2	06/30/2020 (2018-140)	W	M	Mayoral Appointment
Jeffrey Rosen	1 of 2	06/30/2021 (2016-750)	W	M	Mayoral Appointment
Jane L. Scofield	1 of 2	06/30/2022 (2018-736)	W	F	Council Appointment

Strategic Partnerships

Partnerships with Other Counties

The JHFA partners with Brevard, Clay, and Hillsborough Counties to facilitate the pooling and sale of mortgages originated in the home ownership programs of the four counties. By pooling mortgages, marketable volume is achieved more quickly, reducing interest rate risk and quick return of the JHFA's capital investment (for use in making new loans). The JHFA has executed 134 sales for a profit of \$1,509,035 from the sales—funds that are used to make the down payment assistance loans.

Partnership with Florida Housing Finance Corporation (FHFC)

Through the association that represents all local HFA's, including the JHFA, we were able to negotiate an agreement with FHFC wherein the State funded \$3.18 million of down payment assistance loans in Jacksonville. These 212 loans had first mortgages of \$30,008,575, and the sale of the first mortgage loans (MBS) generated a profit of over \$675,000 to the JHFA.

In response to an ongoing request from the JHFA, FHFC allowed Duval County to establish a "Qualifying Financial Assistance Funding Preference" pilot program which enabled the JHFA the opportunity to select its preferred project by allocating a higher level of local government support commitment in 2015. That program was extremely successful and has now been formalized for other large and medium sized programs in the FHFC programs.

FHFC again kept the preference system for the most recent 9% Housing Tax Credit Request for Applications. An applicant that receives "Local Government Area of Opportunity Funding" receives a preference in funding and the applicant automatically receives the maximum score for "proximity" to services and is not penalized if it is within a defined distance from other developments that are under construction or have not yet stabilized. Additional information on this important partnership is included under the section titled Local Government Support Contributions.

Sadowski Education Effort

The JHFA continues to be an active participant in the effort to secure state funding for housing programs—funding that comes directly to the City (State Housing Initiative Partnership (SHIP) Program) and to rental developments being built or rehabilitated within the City (State Apartment Incentive Loan (SAIL) Program). The SHIP allocation to Jacksonville for State Fiscal Year 2018-2019 was \$1.294 million and for State Fiscal Year 2019-2020 is \$1.356 million—funds that are used for activities such as permanent supportive housing, owner-occupied rehabilitation and down payment assistance. Since its inception in 2011, the Sadowski Education Effort has resulted in \$20.6 million of SHIP funds and almost \$33.8 million of SAIL funds coming to Jacksonville.

Rental Development

The JHFA encourages the development of affordable rental housing through the issuance of Mortgage Revenue Bonds and the provision of local government support commitments, and other forms of subordinate lending. Over the history of the JHFA and its predecessor agency the Duval County HFA, the JHFA has originated bonds or other loans to developers

who built or rehabilitated rental housing. The JHFA and its private sector partners closed on four bond-financed multi-family projects in fiscal year 2019.

Developers seeking to participate in FHFC's various funding cycles are required to obtain local government support contributions as a component of their application. The JHFA provided local government support contributions for the following projects. Without the JHFA's contribution, the federal and state resources associated with the developments would not have been secured for Jacksonville. Moreover, Jacksonville would have forgone the associated overall economic benefit, construction jobs and expansion of affordable housing. Some recent developments are identified below.

Houston Street Manor

In the 2014 cycle, applicants for 9% Housing Credits had to obtain local government contributions with a net present value of \$75,000. This required a loan of \$115,000. FHFC officially awarded the Housing Credits for Duval County to Houston Street Manor. The JHFA has an outstanding loan commitment of \$115,000 to this development.



Lofts at LaVilla

The Lofts at LaVilla project was selected as the JHFA's Qualifying Financial Assistance Funding Preference project for the Fall/Winter 2015 FHFC cycle. This \$23.4 million project involved the new construction of a 120-unit mid-rise residential family development located at 906 West Bay Street.

Lofts at Monroe

The Lofts at Monroe project was selected as the JHFA's Local Government Area of Opportunity Funding project for the Fall/Winter 2016 FHFC cycle. This \$20.2 million project involved the new construction of a 108-unit mid-rise residential family development located at 1000 West Monroe Street.





Mary Eaves Senior Village

In October 2015, the JHFA provided a \$300,000 HOME match commitment to the Mary Eaves Senior Village project so that the project could compete for approximately \$5.3 million in State HOME funds. This project was previously supported with City Community Development Block Grant (CDBG) and Neighborhood Stabilization Program (NSP) funding.

The Waves

The Waves project was awarded a Local Government Support Contribution in order to apply to the Fall/Winter 2017 SAIL cycle. This \$23.4 million project involves the new construction of a 15 building, 127-unit, scattered site residential family development in Jacksonville Beach and will also utilize JHFA bonds. The bond transaction closed in September 2019 and the project is currently in the construction phase.



Lofts at Jefferson Station

The Lofts at Jefferson Station project was selected as the JHFA's Local Government Area of Opportunity Funding project for the Fall/Winter 2017 FHFC cycle. This \$20.9 million project involves the new construction of a 98-unit mid-rise residential family development located at 799 Water Street. The development is currently leasing.

Lofts at Brooklyn

The Lofts at Brooklyn project was selected as the JHFA's Local Government Area of Opportunity Funding project for the Fall/Winter 2018 FHFC cycle. This 133-unit development will cost \$29 million and involves the new construction mid-rise residential family development located on Spruce Street. The development is a mix of affordable and workforce units.



*Picture Unavailable
Currently in Design*

Lofts at Murray Hill

The Lofts at Murray Hill project was selected as the JHFA's Local Government Area of Opportunity Funding project for the Fall/Winter 2019 FHFC cycle. This 117-unit development will cost \$24 million and involves the new construction of mid-rise residential family housing located at 840 Edgewood Avenue.

Sydney Trace

The Sydney Trace project was selected in the JHFA's 2019 Gap Funding cycle and will also use JHFA Multi-Family bonds and City of Jacksonville HOME funds. This 192-unit development will cost \$31 million and involves the new construction of garden-style residential family housing located in the Oakleaf area.

*Picture Unavailable
Currently in Design*



Ashley Square

The Ashley Square project was selected in the JHFA's 2019 Gap Funding cycle and will also use JHFA Multi-Family bonds and City of Jacksonville HOME funds. This 120-unit development will cost \$26 million and involves the new construction of mid-rise residential elderly housing located at 127 East Ashley Street.

Homeownership

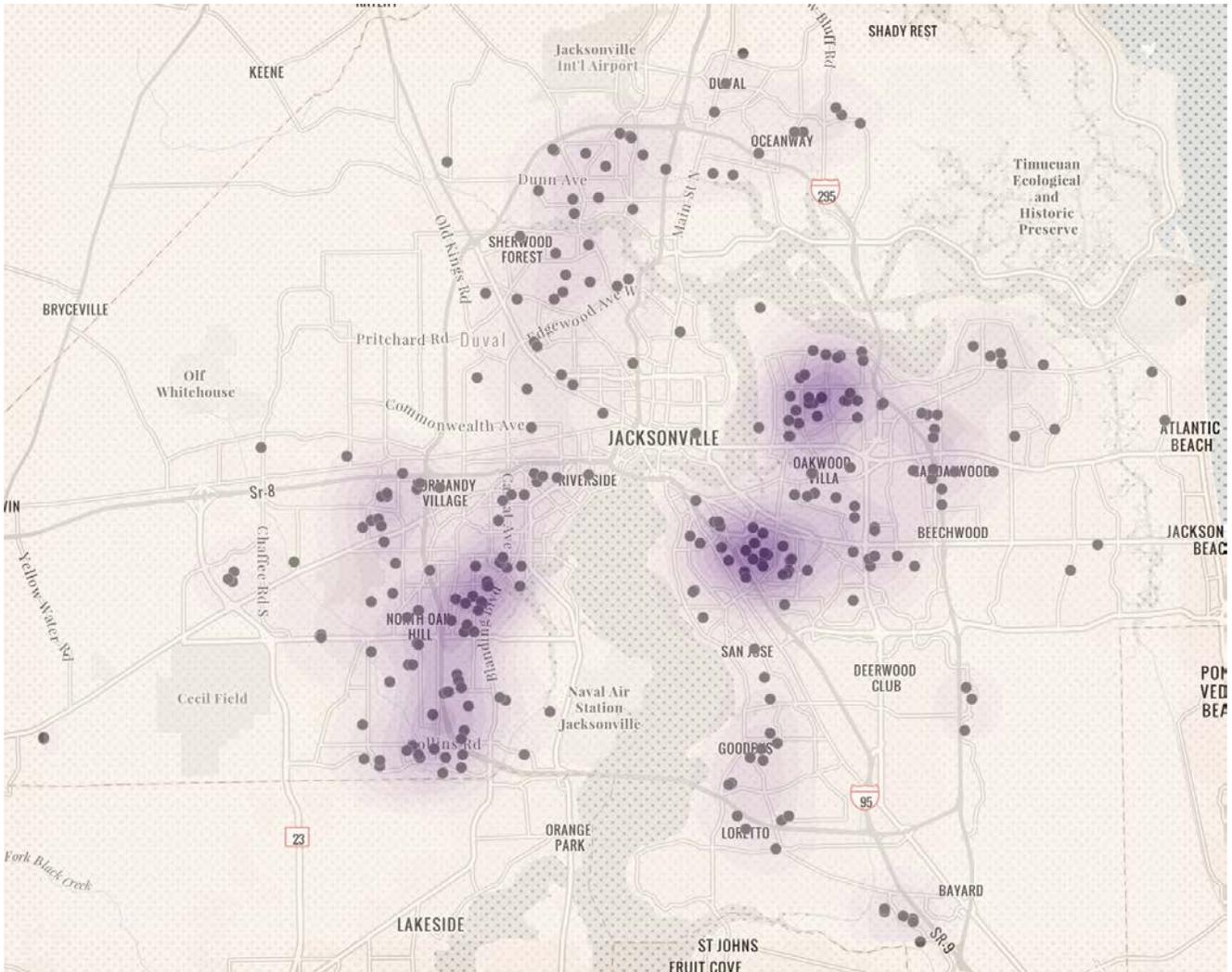
The JHFA's Single Family Loan Program, launched in 2014, does not utilize tax-exempt bonds. Instead, the JHFA is offering affordable 30-year fixed-rate mortgages through participating lenders, and then selling those mortgages. This allows limited JHFA cash reserves to serve as a revolving fund for a continual loan program.

In addition to the fixed rate mortgage (currently 4.125%), the home buyers also receive a mortgage credit certificate (MCC) valued at up to \$2,000 per year. The MCC is a federal tax credit (not deduction) and may be claimed each year that the buyer continues to live in the home. Also, in order to help each borrower achieve home ownership, JHFA provides a \$7,500 down payment assistance loan.

Since inception, this program has generated 493 first mortgage loans totaling over \$66 million. The program has distributed MCCs totaling \$27.7 million to date. The average family in the program had a 37-year old head of household, with total family income of \$47,185, and who purchased a \$139,965 priced home.

Since most borrowers can claim the full \$2,000 refundable credit per year, these families will get a collective annual tax savings of \$786,000. This is the functional equivalent of having provided each of the borrowers with a 2.25% first mortgage rate.

Throughout the life of the program, 97% of the homes purchased have been existing housing stock, with the vast majority (93%) being single-family detached houses. The below map represents the distribution of these loans throughout the county since its inception.



Compliance Reports

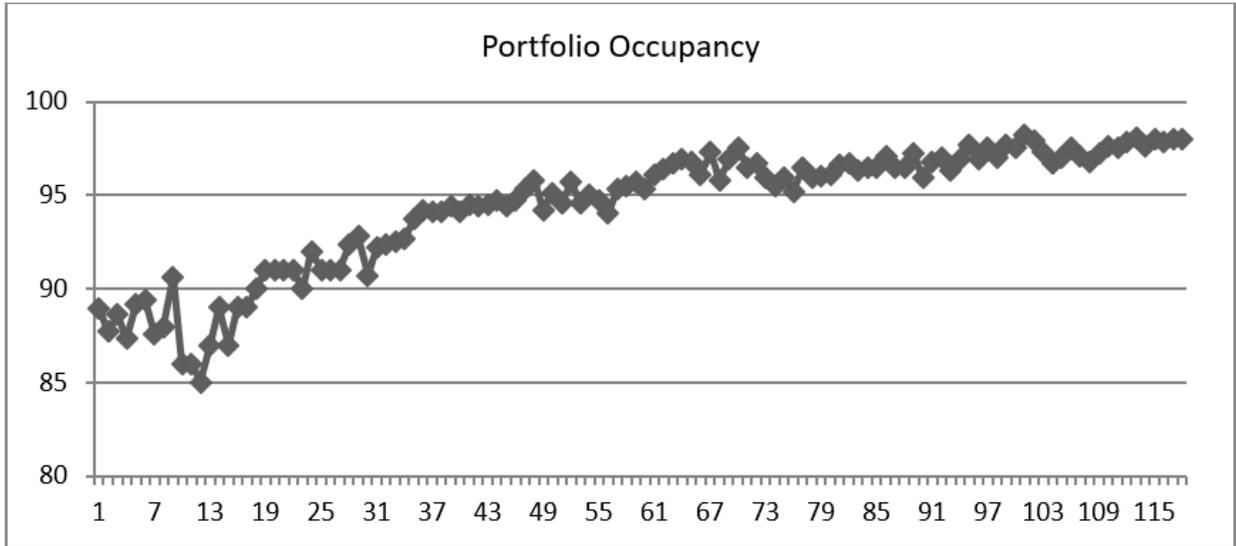
The information in this section provides information regarding the compliance and servicing status of the projects in the JHFA portfolio.

Active Rental Developments

Project Name & Location	Developer	Bonds Issued & Date	Total Units & Occupancy
Bennett Creek 3585 Salisbury Drive 32216	Richman	\$21,600,000 12-21-10	264 97% (-0%)
Brookwood Forest Apartments 1251 Fromage Way 32225	CED	\$10,000,000 2005	168 95% (-2%)
Camri Green Apartments 3820 Losco Road 32257	Vestcor	\$9,200,000 2003	184 99% (-0)
Caroline Arms 6457 Fort Caroline Road 32277	Lincoln Avenue	\$12,500,000 7-3-18	204 98% (+1%)
Caroline Oaks 5175 Main Street N. 32208	Vestcor	\$5,600,000 4-22-15	82 99% (-0%)
Cathedral Terrace 701 N. Ocean St. 32202	Blue Sky	\$12,500,000 1-21-16	200 98% (+0%)
Christine Cove 3730 Soutel Dr 32208	Carlisle	\$6,000,000 2006	96 100% (+2%)
Desert Winds/Silver Creek 233 Sahara Ct. & 300 Silver Creek Trace 32216	LEDIC	\$22,000,000 12-28-18	304 99% (+0%) Rolling Rehab
Hartwood (AKA Hampton Ridge) 11501 Harts Road 32218	Southport	\$5,840,000 2006	110 94% (+3%)
Lofts at LaVilla 995 Water Street 32204	Vestcor	Housing Credits \$265,000 JHFA loan 10-12-16	130 100% (+0%)
Lofts at Monroe 906 W. Monroe Street 32204	Vestcor	Housing Credits \$303,750 JHFA Loan 9-29-17	108 99% (+1%)
Lofts at Jefferson 799 Water Street 32204	Vestcor	Housing Credits \$225,750 JHFA Loan 10-3-18	98
Millennia Portfolio Calloway Cove: 55% complete Palmetto Glen- 50% complete The Weldon- 57% complete Valencia Way- 47% complete	Millennia	\$81,600,000 10-24-18	768 Rolling Rehab 200/74% 74/82% 94/81% 400/85%
Mary Eaves 1250 16 th Street West 32209	Vestcor	FHFC bonds \$300,000 JHFA loan 8-19-16	80 94% (-0%)
Monaco Arms 10415 & 10525 Monaco Drive 32218	Lincoln Avenue	\$16,380,000 5-31-19	156 76% (+0%) Rolling Rehab
Mt. Carmel Gardens 5846 Mt. Carmel Terrace 32216	BREC	\$9,750,000 8-19-16	207 100% (+0%)
Oakwood Villa 8201 Kona Avenue 32211	Southport	\$12,700,000 6-30-17	200 98% (-1%)
Peyton Ridge	Vestcor	Housing Credits \$115,000 JHFA loan 4-7-16	123 98% (-2%)
Timberwood Trace 12250 Atlantic Blvd. 32225	Southport	\$16,000,000 2-1-17	224 98% (-0%)
Timuquana Park Apartments 5615 Seaboard Ave. 32244	Southport	\$4,300,000 2004	100 98% (+0%)

Portfolio Average Occupancy

All developments within the JHFA's portfolio are in compliance. The current weighted average occupancy of the portfolio is 98.0%. The following chart tracks portfolio occupancy over the last nine years. Occupancy hit a low point during the housing crisis as persons without employment doubled up in apartments or moved back to family residences. With job creation and new household formation, demand for the existing units has risen dramatically and continues to be strong.



Fiscal Year 2020 Goals and Objectives

The JHFA will continue to aggressively seek partnerships with the private sector—lenders and developers—to create affordable housing opportunities for the citizens of Jacksonville. The JHFA will also continue its support for the Sadowski Education Effort to make sure that resources such as SHIP and SAIL are funded, and tax-exempt housing bonds are protected. While doing all of this, JHFA will continue to structure programs to create the greatest amount of affordable housing for the most efficient costs.

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THE HENDRICKSON COMPANY & COMMUNITY CONCEPTS GROUP

To: Board of Directors, Jacksonville Housing Finance Authority
 From: Mark Hendrickson & Susan Leigh, Financial Advisors
 Subject: February 18, 2020 JHFA Board Meeting
 Date: February 7, 2020

I. 2020 Bond Allocation—Action

Year	Single Family Amount	Multifamily Amount	Unallocated	Expiration
2020			\$49,375,809	
2019		\$100,000,000		December 30, 2022
2018	\$100,000,000	\$ 17,500,000		December 30, 2021
2017	\$ 50,000,000	\$140,700,000		December 30, 2020
TOTAL	\$150,000,000	\$258,200,000	\$49,375,809	

1. The 2020 allocation is \$49,375,809 an increase of \$478,338 (1.0%) over 2019.
2. In order to preserve the 2020 bond allocation a single family TEFRA hearing is required. Bond Counsel has prepared a resolution authorizing the TEFRA hearing and related requests for allocation and approval by the City Council in an amount not to exceed \$50,000,000.
3. **Recommendation:** Approve Resolution prepared by Bond Counsel.

II. 2013 Single Family Loan Program—Action

1. The **current program guidelines:**
 - 1st mortgage: 4.125%, 1% origination fee, FHA, VA, RD, 4.25% for Freddie Mac loans
 - First time homebuyers.
 - Income Limit: \$70,386 (1-2 person household) & \$80,944 (3+ person household)
 - Sales Price limit \$199,000.
 - Minimum credit score of 640 (limited to 70 loans, all county total for 2020, then 660)
 - Interest rate set by the HFA of Hillsborough County, with rate set at level that is anticipated to generate a premium when sold.
 - Loans purchased by the master servicer (US Bank) and converted into MBS.
 - MBS are purchased by the HFA of Hillsborough County, on behalf of all HFA's
 - MBS are sold, with each HFA keeping its pro rata share of any net premium or loss realized from the sale of the MBS.
 - Down payment assistance: \$7,500 second mortgage, due on sale of property, or maturity of first mortgage
 - Mortgage Credit Certificates providing homebuyers a credit in the amount of 50% of mortgage interest paid annually (up to a \$2,000 annually).

2. **DPA Analysis:** The DPA amount was increased to \$7,500 effective March 1, 2019. Loan volume has increased in the last three months—34 loans as compared to 15 in the previous three months. **Additional funds are needed, and Ms. Stagner recommends \$250,000.**

DPA AUTHORIZED	
Date	Amount
2012	\$ 250,000
May-15	\$ 200,000
Jun-15	\$ 400,000
Sep-17	\$ 703,000
Jun-18	\$ 250,000
Jun-18	\$ 315,443
Feb-19	\$ 100,000
Oct-19	\$ 250,000
TOTAL AUTHORIZED	\$ 2,468,443

LOAN VOLUME	\$ 2,688,510
Adjustments	
FHFC	\$ 88,796
Repayments	\$ 140,000
	\$ 228,796
NET VOLUME	\$ 2,459,714
AVAILABLE	\$ 8,729

3. **Rate Change:** The interest rates were decreased by 1% in August 2019.

4. **Program Demographics:**

Sales Price/ # Loans	Loan Amount	Borrower Income	Borrower Age/ Gender	Borrower Family Size	Housing Type	Borrower Ethnicity	MCC Amount
\$140,139 515 loans +4 loans	\$134,359	\$47,120	37.0 49% female	2.3	SF Detached 93% Condo: 2% Townhouse: 5% Existing: 97% New: 3%	Black: 27% White: 40% Hispanic: 19% Mixed: 1% Asian: 8% Other: 5%	\$29,640,103 \$65,720.85 avg. 451 buyers

5. **Lender Originations:** Academy (162), SWBC (125), Prime (55), Bank of England (52), Fairway (61), Pacific Union (23), CMG (13), Network Funding (6), Open (5), DHI (4), Ameris Bank (3), Paramount (2), Resource Financial (1), Guild (2) & GSF (1).

6. **MCC's:** The HFA converted \$200.25 million of bond authority into \$50,063,000 of MCC's. Tranche 1 (\$5.25 million) expired at the end of 2015 with \$1,109,274 not utilized. Tranche 2 (\$10.0 million) expired at the end of 2016, with \$9,668,903 not utilized. Tranche 3 (\$14.75 million) expired at the end of 2018, with \$446,149 not used. Tranche 4 (\$20,062,500) expires December 31, 2020 (\$11,469,393 used to date). **JHFA has \$50 million of single-family bond allocation which will not be used for a bond sale and will expire December 31. This can be converted to MCC's which will be available until December 31, 2022.**

7. **MCC Program: What Does it Mean to Home Buyer:** With the HFA's average loan of \$132,000 and a 4.125%/30-year mortgage, interest payments in Year 1 = \$6,394. With the 50% MCC rate that the HFA has chosen, **the homebuyer would be able to claim a tax credit of the full \$2,000 per year maximum allowed by federal law** (slightly declining after year 16 as more of monthly payment is principal) until the home buyers sells or moves from the property. The \$2,000 of tax savings lowers the "functional" mortgage rate for the program from 4.125% to approximately 2.25%.
8. **MBS Sales:** The HFA has executed 139 sales, with net revenues of \$1,586,471 (net meaning after payments to RBC and counsel) coming to JHFA.
9. **Hedges & Exposure:** Hillsborough County has 12 hedges totaling \$16.38 million in place. With full delivery, the projected net revenues are estimated at \$424,502 (shared pro rata with counties based upon originations). The unhedged pipeline as of February 7 is \$1,169,473 (changes daily).
10. **Size of Program:** The initial legislation wherein City Council authorized the program limited it to no more than \$1.5 million of loans in pipeline at any time. In June, the Board changed the authorization to \$1.5 million of unhedged loans. **Loans originated or in progress are \$69.19 million.**
11. **Recommendations:**
 - Authorize transfer of \$250,000 to DPA account
 - Approve Resolution prepared by bond counsel approving conversion of \$50 million of private activity bond allocation to mortgage credit certificates and related activities and approving the form of a new lender participation agreement.

III. New Rental Financings—Informational

1. **Ashley Square** is moving forward with bond financing, with a new projected closing date of August 2020. Sydney Trace is moving forward with a 1st quarter 2020 anticipated closing date. **Cedar Station** and **Parkway Commons** applied for SAIL, which will determine if they move forward as bond deals. Initial results will be known by the March JHFA meeting.
2. The 2020 Bond Application is now "open", meaning applications are evaluated on a first-come first-evaluated basis.
3. The Board approved **Gap Financing** for developments using JHFA bonds of \$2 million, with \$1.5 million to **Sydney Trace** and \$0.5 million to **Ashley Square**).
4. **Recommendation:** None.

	Ashley Square	Sydney Trace
Developer/ Location	Blue Sky Communities Tampa, FL	Vestcor Jacksonville, FL
Development Location	127 E. Ashley St. & 116 E. Beaver St. Cathedral District	Villages of Argyle North side of Merchants Way, west of intersection of Oakleaf Village parkway & Merchants Way 32222
City Council District	Reggie Gaffney	Randy White
Type	New Construction Mid-Rise	New Construction Garden
Demographic	Elderly	Family
Bond Request	\$14,000,000 \$116,667/unit	\$21,500,000 \$111,979/unit
TEFRA Hearing	2-1-19/11-4-19	11-4-19
TEFRA Approval	3-26-19/12-10-19	12-10-19
Preliminary Agreement Expiration	12-31-20	12-31-20
Credit Enhancement	TBD	Direct Purchase by R4 Capital
Credit Underwriter	First Housing	Seltzer
Closing Date	August 2020	March 2020
Units	120	192
Permanent 1st Mortgage Estimate	\$6,500,000	\$16,500,000
SAIL & ELI (FHFC)	\$7,100,000	\$8,675,037
City Loan	\$1,000,000	\$1,000,000
JHFA Loan	\$610,000	\$1,500,000
Housing Credits	TBD \$9,267,790 \$77,232/unit	Raymond James \$10,133,858 \$52,781/unit
TDC	\$26,007,232	\$31,070,899
TDC per unit	\$216,727	\$161,828
Land Cost	\$1,500,000 \$12,500/unit	\$2,970,000 \$15,469/unit
Acquisition of Building	NA	NA
Hard Construction or Rehabilitation Cost	\$16,590,000 \$138,250/unit	\$20,563,200 \$107,100/unit
Set Aside Period	50 years	30 years
Set Aside Levels	85.0%<60% AMI 10.0%<33% AMI 5.0%<22% AMI	100%<60% AMI

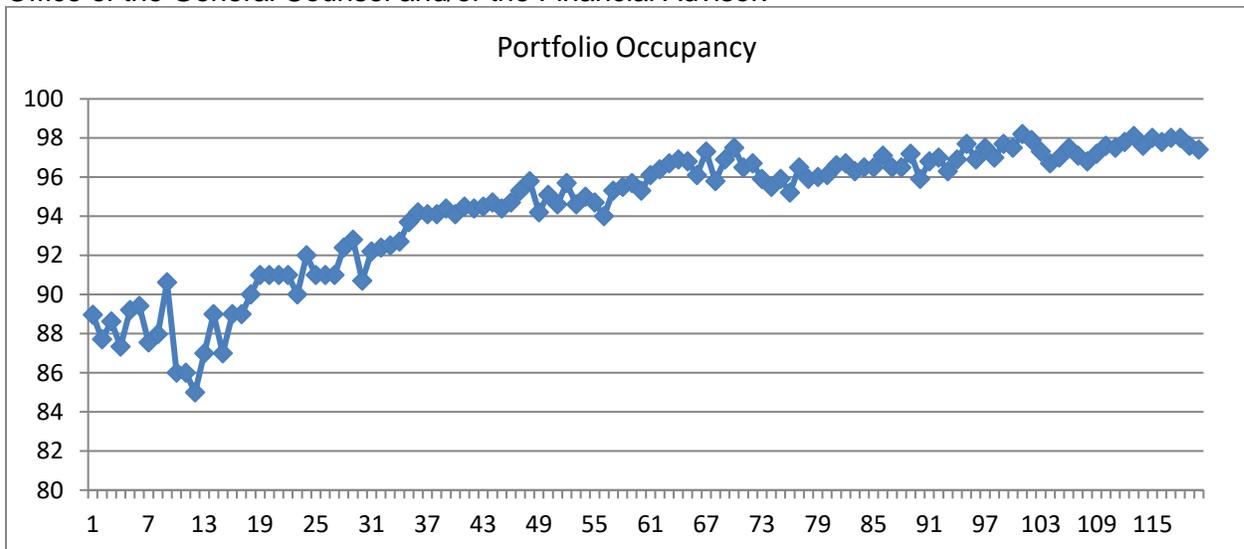
	Cedar Station	Parkway Commons
Developer/ Location	Southport Development Tampa, FL	Southport Development Tampa, FL
Development Location	East side of Harlow Blvd. approx. 985 feet north of Harlow & 103 rd Street Cedar Hills	901 Main Street North Downtown
City Council District	Brenda Priestly Jackson	Reggie Gaffney
Type	New Construction Garden	New Construction Mid-Rise
Demographic	Family	Family
Bond Request	\$13,500,000 \$105,469/unit	\$14,500,000 \$118,852/unit
TEFRA Hearing TEFRA Approval Preliminary Agreement Expiration	TBD TBD TBD	TBD TBD TBD
Credit Enhancement	TBD	TBD
Credit Underwriter	TBD	TBD
Closing Date	Late 2020	Late 2020
Units	128	122
Permanent 1st Mortgage Estimate	\$8,000,000	\$7,900,000
SAIL & ELI (FHFC)	\$7,500,000	\$7,500,000
City Loan	\$0	\$0
JHFA Loan	\$115,000	\$115,000
Housing Credits	TBD \$8,939,237 \$69,838/unit	TBD \$8,436,374 \$69,151/unit
TDC	\$24,091,344	\$25,570,838
TDC per unit	\$188,214	\$213,877
Land Cost	\$895,000 \$6,992/unit	\$2,750,000 \$22,541/unit
Acquisition of Building	NA	NA
Hard Construction or Rehabilitation Cost	\$16,755,200 \$3039004/unit	\$16,461,750 \$134,932/unit
Set Aside Period	50 years	50 years
Set Aside Levels	84%<60% AMI 11%<40% AMI 5%<22% AMI	85%<60% AMI 10%<30% AMI 5%<22% AMI

IV. Local Government Area of Opportunity Funding (Preference)—Informational

1. JHFA selected Lofts at Murray Hill as the preferred development for application to FHFC for 9% Housing Credits. It was the only applicant located in a Geographic Area of Opportunity—which is the FHFC priority for this year. Cedar Station also applied (JHFA's backup deal), but it is not located in a GAO.
2. If Lofts at Murray Hill passes FHFC threshold scoring, it will be funded.
3. **Recommendation:** None.

V. Update on Existing Rental Properties—Action

1. **Millennium Portfolio**—Gas issues at Valencia Way resolved. Developer seeking additional City funds for rehabilitation issues discovered post-closing. Good article on rehabilitation.
2. **Hartwood (AKA Hampton Ridge):**
 - This is a deal financed in 2006 with only a 15-year affordability period.
 - The current owner (Southport) is selling the development to an entity controlled by Jorge Perez (who also controls Related Housing). The new owner is also redeeming the bonds
 - The LURA (affordability requirements, etc.) will remain in place after the bonds are redeemed until the 15-year period ends in 2022 (15 years from when units were placed in service—that date being researched).
 - Bond counsel has prepared a Resolution wherein the JHFA would give approval to the sale and transfer of the property
 - Susan Leigh/Community Concepts Group represents Southport on transactions outside of Jacksonville and has recused herself from participation on the Hartwood manor. She has not participated in the analysis or recommendations to the Board.
3. **Development Activity & Occupancy:** The charts below detail developments financed in the last five years and the occupancy of the entire portfolio which is 97.4% (-0.2%).:
4. **Recommendation: Hartwood:** Approve Resolution prepared by bond counsel approving the sale and transfer of the project to Perez Housing Associates, LLC, conditioned upon:
 - An assignment and assumption agreement acceptable to the JHFA Staff, its Bond Counsel, Office of the General Counsel, and the Financial Advisor, whereby the purchaser assumes, among other things, the terms of the LURA throughout the Qualified Project Period under the LURA.
 - All fees due and payable to the JHFA and Bond Counsel are paid.
 - Payment in full of \$500,000 subordinate debt loan to JHFA.
 - All other approvals under the bond documents have been received, including, but not limited to, written approval of the credit enhancer of the sale and transfer of the project and redemption of the Bonds.
- Any other documents, certificates and/or opinions reasonably requested by Bond Counsel, the Office of the General Counsel and/or the Financial Advisor.



Development	Location	Building Type Demographic	Units	TDC	JHFA Loan
Caroline Oaks 4-22-15	North Main, east side just south of E. 43 rd Street	3-Story Elevator NC Elderly	82	\$14,146,603	\$5.6 million bonds \$2.2 million JHFA loan
Cathedral Terrace 1-21-16	701 N. Ocean St.	High Rise Rehab Elderly	240	\$25,604,057	\$12.5 million bonds \$1.0 million JHFA loan
Peyton Ridge 4-7-16	1800 Corporate Square Blvd	3-Story Elevator NC Elderly	120	\$16,894,456	\$115,000
Mt. Carmel Gardens 8-19-16	5746 Mt. Carmel Terrace	High Rise Rehab Elderly	207	\$21,631,853	\$9.75 million bonds
Mary Eaves 8-19-16	East of intersection of Myrtle Ave. N. & West 16 th St.	Mid-Rise NC Elderly	80	\$13,325,568	\$300,000
Lofts at LaVilla 10-12-16	906 West Bay Street	Mid-Rise NC Family	130	\$23,382,885	\$265,000
Timberwood Trace 2-1-17	12250 Atlantic Boulevard	Garden Rehab Family	224	\$31,238,140	\$16.0 million bonds
Oakwood Villa 6-30-17	8201 Kona Avenue	Garden Rehab Family	200	\$23,092,183	\$12.7 million bonds
Lofts at LaVilla on Monroe 9-29-17	1000 West Monroe Street	Mid-Rise NC Family	108	\$20,245,500	\$303,750
Houston Street Manor	615 Houston Street	Mid-Rise NC Elderly	72	\$21,465,333	\$115,000
Caroline Arms 7-3-18	6457 Fort Caroline Road	Garden Rehab Family	204	\$22,630,922	\$12.5 million bonds
Lofts at Jefferson Station 10-3-18	799 Water Street	Mid-Rise NC Family	98	\$20,943,699	\$225,750
Millennia Portfolio 10-24-18	Valencia (Eureka Gardens) 1214 Labelle Street The Weldon (Moncrief Village) 1650 Moncrief Village Drive N. Palmetto Glen (Southside) 2301 Westmont St. Calloway Cove (Washington Heights) 4229 Moncrief Rd. West	Garden Rehab Family	768	\$129,590,169	\$81.6 million bonds
Desert Winds/Silver Creek 12-28-18	300 Silver Creek Trace	Garden Rehab Family	304	\$38,294,751	\$22.0 million bonds
Monaco Arms 5-31-19	10415 & 10525 Monaco Drive	Garden Rehab Family	156	\$20,375,112	16.38 million bonds
The Waves 9-26-19	Nine scattered JHA public housing sites in Jacksonville Beach	Garden NC Family	127	\$29,726,033	\$15.8 million bonds \$115,000 JHFA loan
TOTAL			2,837	\$443,161,231	\$204.83 million bonds \$4.640 million JHFA loans

VI. State Legislative Update—Informational

1. The 2020 legislative session is underway.
2. Based upon the January 2020 Revenue Estimate, \$359.25 million will be available from the Housing Trust Funds for FY 20-21 appropriations. SHIP is \$251.74 million and FHFC Programs (SAIL) \$107.51 million.
3. Governor DeSantis recommended full funding in his proposed budget released November 18, stating, *“Despite our strong economy and low unemployment, finding affordable housing can be challenging. My budget provides \$387 million to fully fund Workplace and Affordable Housing Programs, with \$267.2 million for the SHIP and \$119.8 for the SAIL program.”*
4. The Senate’s initial budget also includes full funding of \$387 million. However, the initial House budget appropriates only \$147 million for housing, and sweeps \$200 million to general revenue. The Sadowski Coalition will be working to push for the Senate to hold firm in budget negotiations.
5. The difference between the two “full funding” numbers is that the Governor included anticipated trust fund balances from unanticipated revenues this fiscal year added to projected revenues for FY 20-21, while the Sadowski Coalition only uses the projected revenues. The difference is approximately \$31 million.
6. The full-funding SHIP distribution by County/City has been generated and is attached. With full funding, Jacksonville would receive \$11,403,757.
7. The legislator one-pagers are available under the Advocacy tab at www.sadowskicoalition.com
8. Senator Mayfield (R- Melbourne) introduced SB 306, which would prohibit transferring monies in the Housing Trust Funds to General Revenue or the Budget Stabilization Fund. A companion bill (HB 381) was filed by Representatives Silver (D-Palm Beach) and Killebrew (R-Polk County). This is significant because we have a Republican prime sponsor in the House for the first time. SB 306 was heard in its first committee February 3, and was reported favorably by unanimous vote.
9. **Recommendations:** None.

Appropriation of Housing Trust Fund Monies: \$359.25 Million
Revenue Estimate from January 2020 REC Conference

	GOVERNOR	SENATE	HOUSE	FINAL BUDGET FY 20-21	FINAL BUDGET FY 19-20
FHFC: SAIL & other FHFC Line 2281	\$119,800,000	\$119,800,000	\$48,800,000		\$ 39,040,000
SHIP Line 2282	\$267,200,000	\$267,200,000	\$73,200,000		\$ 46,560,000
Hurricane Housing Recovery Program (SHIP-like program for Hurricane Michael disaster counties only) 2282A	\$0	\$0	\$25,000,000		\$ 65,000,000
Rental Recovery Loan Program (SAIL-like program (for Hurricane Michael disaster counties only) Line	\$0	\$0	\$0		\$ 50,000,000
TOTAL HOUSING	\$387,000,000	\$387,000,000	\$147,000,000		\$200,600,000
SHTF SWEEP	\$0	\$0	\$65,000,000		\$ 10,000,000
LGHTF SWEEP	\$0	\$0	\$135,000,000		\$115,000,000
TOTAL SWEEP	\$0	\$0	\$200,000,000		\$125,000,000
Unallocated SHTF	\$0				\$ 300,000
Unallocated LGHTF	\$0				\$7,060,000

Proviso/Back of the Bill for FHFC in Governor's Budget:

- 20% of each SAIL development for person with special needs or the elderly
- \$20 million of SAIL for workforce housing in the Keys
- SHIP funds shall prioritize funding to assist with hurricane housing recovery before routine and customary use of funds
- \$500,000 from SHIP for Catalyst Training

Proviso/Back of the Bill for FHFC in Senate Budget:

- 10% of FHFC funds for competitive grant program for housing developments for persons with developmental disabilities
- \$500,000 for Catalyst (SHIP)

Proviso/Back of the Bill for FHFC in House Budget:

- \$15 million of HHRP distributed like SHIP to counties impacted by Hurricane Michael, based upon damage assessments
- \$10 million of DPA in Bay, Jackson, Gulf, Calhoun, Gadsden, Washington, Liberty, Franklin, Wakulla, Taylor & Holmes counties

Additional Homeless Funding from General Revenue or DCF Trust Funds				
Item	Amount	Line Item	Source	Agency
Challenge Grants	\$3,181,500	350	GR	DCF
Federal Emergency Shelter Grant Program	\$6,950,886 \$852,507	351	Federal Grants TF & Welfare Transition TF	DCF
Homeless Housing Assistance Grants (staffing for 27 homeless lead agencies)	\$3,000,000	352	GR	DCF
Tampa Hillsborough Homeless Initiative- Shared Housing (SB 2490) Senate	\$250,000		GR	DEO
Homeless Veteran Homeless Assistance- Brevard (S1186)	\$190,000	352 Senate	GR	DCF
Transition House of Starke- Homeless Relief Program (S1811)	\$250,000	352 Senate	GR	DCF
Metropolitan Ministries- First Hug Program- Pasco & Pinellas (S2361)	\$800,000	352 Senate	GR	DCF
Metropolitan Ministries- Miracles for Pasco Program (S2365)	\$250,000	352 Senate	GR	DCF
Connecting Everyone with Second Chances- Leon & surrounding counties (S1532)	\$716,000	352 Senate	GR	DCF
Citrus Health Network- Safe Haven for Homeless Youth (HB 4165)	\$100,000	352 House	GR	DCF
Transition House (of St. Cloud)- Homeless Veterans (Osceola County)	\$100,000	352 House	GR	DCF
Other Projects Funded from General Revenue				
Item	Amount	Line Item	Source	Agency
Casa Familia Village Phase II (HB 3157) House	\$425,000	2272	GR	DEO
Windley Key & Key Heights Affordable Housing Project (HB 3709) (SB 2086)	\$1,000,000 House \$ 250,000 Senate	2272	GR	DEO
Calhoun County Affordable Workforce Housing (HB 9109) House	\$750,000	2272	GR	DEO
Gulf County Affordable Workforce Housing (HB 9111) House	\$750,000	2272	GR	DEO
Neighborworks Florida Collaborative- Catalyst for Florida Communities (HB 4071) House	\$200,000	2272	GR	DEO
Habitat for Humanity Hernando County (SB 2279) Senate	\$60,000	2272	GR	DEO

VII. Update on Conferences—Informational

1. There are three major conferences this year:
 - NALHFA New York May 6-9
 - Florida ALHFA Sarasota July 8-11
 - Florida Housing Coalition Orlando August 31-September 2

2. JHFA is a Platinum (\$5,000) sponsor of the Florida ALHFA Conference. This entitles JHFA to one complementary registration. JHFA Board member guests may also attend the opening reception July 8 and the dinner on July 9.

3. The Florida Housing Coalition conference is the major housing conference in Florida, with 900 attendees—including SHIP administrators, non-profits, developers, bankers and others.

4. **Recommendation:** Let Ms. Stagner know if you wish to be registered for any of these conferences. The NALHFA conference should be limited to one Board member, while the other conferences are open to all Board members who wish to attend.

A RESOLUTION OF THE JACKSONVILLE HOUSING FINANCE AUTHORITY AUTHORIZING AND ESTABLISHING A MORTGAGE CREDIT CERTIFICATE PROGRAM; AUTHORIZING THE EXCHANGE OF \$50,000,000 OF SINGLE FAMILY PRIVATE ACTIVITY BOND ALLOCATION FOR \$12,500,000 OF MORTGAGE CREDIT CERTIFICATE AUTHORITY; DESIGNATING HOUSING AND DEVELOPMENT SERVICES, INC., DOING BUSINESS AS EHOUSINGPLUS, AS THE ADMINISTRATOR FOR THE MCC PROGRAM; APPROVING THE PUBLISHING OF A NOTICE IN THE JACKSONVILLE DAILY RECORD OF THE AUTHORITY'S INTENT TO ESTABLISH THE MORTGAGE CREDIT CERTIFICATE PROGRAM; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF PARTICIPATION AGREEMENTS BETWEEN THE AUTHORITY AND LENDING INSTITUTIONS DESIRING TO PARTICIPATE IN THE MCC PROGRAM; DELEGATING AUTHORITY TO EXECUTE AND DELIVER PROGRAM ADMINISTRATION DOCUMENTS BETWEEN THE AUTHORITY AND THE ADMINISTRATOR; AUTHORIZING CERTAIN OFFICIALS OF THE AUTHORITY TO TAKE ALL ACTIONS NECESSARY IN CONNECTION WITH THE IMPLEMENTATION OF THE MCC PROGRAM; PROVIDING CERTAIN OTHER FINDINGS AND DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida (the "State") has enacted the Florida Housing Finance Authority Law, Part IV, Chapter 159, Florida Statutes, as amended (the "Act"), pursuant to which the State has empowered each county in the State to create by ordinance a separate public body corporate and politic to be known as a housing finance authority of the county for the purpose of alleviating a shortage of housing and capital for investment in housing in the area of operation of such housing finance authority; and

WHEREAS, the Authority is authorized by the Act, Chapter 52, Ordinance Code of the City of Jacksonville, Florida (the "City"), as amended, and Ordinance 2014-185-E of the City collectively, (the "Ordinance") to borrow money through the issuance of bonds to assist in the financing of single family housing, or, in lieu of issuing qualified mortgage bonds, to issue mortgage credit certificates to qualifying individuals; and

WHEREAS, the Authority has received private activity bond allocation for the issuance of single family mortgage revenue bonds; and

WHEREAS, pursuant to Section 25 of the Internal Revenue Code of 1986, as amended, (the "Code") the Authority may make an election to issue mortgage credit certificates in lieu of the issuance of single family mortgage revenue bonds; and

WHEREAS, in furtherance of the purposes of the Act, the Authority desires to implement a mortgage credit certificate program (the "MCC Program") to assist persons of low and

moderate income in the County to afford the cost of acquiring and owning decent, safe and sanitary housing within the County; and

WHEREAS, in connection with the MCC Program, the Authority desires to elect pursuant to Section 25 of the Code and Section 159.8075, Florida Statutes, to exchange \$50,000,000 of single family private activity bond allocation for the authority to issue its Mortgage Credit Certificates, Series 2020 (the "MCC's") with a maximum aggregate total proceeds of \$12,500,000; and

WHEREAS, to implement and administer the MCC Program, the Authority desires to appoint Housing and Development Services, Inc. d/b/a eHousingPlus, as the administrator of the MCC Program (the "Administrator") and to delegate authority to the Chair or Vice Chair of the Authority to execute and deliver program administration documents including any amendments to the existing Program Administration Agreement by and between the Administrator and the Authority, dated as of January 1, 2015, as amended (the "Program Administration Agreement"); and

WHEREAS, the Authority desires to approve the form of and authorize the execution and delivery of a Participation Agreement (the "Participation Agreement") substantially in the form attached hereto as Exhibit "A," to be entered into between the Authority and lending institutions desiring to participate in the MCC Program, such form to be used in subsequent MCC Programs of the Authority;

NOW, THEREFORE, BE IT RESOLVED BY THE JACKSONVILLE HOUSING FINANCE AUTHORITY as follows:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the provisions of the Act, the Ordinance and other applicable provisions of law.

SECTION 2. FINDINGS. The Authority has found and determined and does hereby declare that:

A. Based upon existing and anticipated market and economic conditions and the knowledge of the members of the Authority of the housing industry and conditions in the County, it is in the best interests of the Authority and the residents of the County and serves a valid public purpose for the Authority to implement the MCC Program and issue MCC's pursuant thereto.

B. The implementation of the MCC Program and the issuance of MCC's pursuant thereto are necessary and in the best interests of the Authority and the residents of the Duval County (the "County") and will assist in alleviating a shortage of housing at prices which persons or families of moderate, middle and low income can afford and the shortage of capital available for investment therein.

SECTION 3. AUTHORIZATION AND ESTABLISHMENT OF THE MCC PROGRAM; AUTHORIZATION TO FILE ELECTION NOT TO ISSUE QUALIFIED MORTGAGE REVENUE BONDS.

A. The Authority hereby authorizes and establishes the MCC Program, providing for the issuance of MCC's with an aggregate amount of proceeds of not to exceed \$12,500,000. The MCC Program shall have such terms as are specified in the Program Administration Agreement and the Administrator's Guidelines (as defined in the Program Administration Agreement). The Mortgage Credit Certificate Rate for the MCC Program shall be determined by the Authority on a case-by-case basis provided that such credit shall be no greater than fifty percent (50%).

B. In order to implement the MCC Program, the Authority hereby determines to elect not to issue \$50,000,000 of qualified mortgage bonds for which it has received a private activity bond volume cap allocation and to thereby convert \$50,000,000 of single family private activity bond allocation to mortgage credit certificate authorization. The Chair or Vice Chair of the Authority is hereby authorized and directed to make all filings, declarations and notices as may be necessary or appropriate to make or implement such election on behalf of the Authority.

SECTION 4. DESIGNATION OF ADMINISTRATOR; DELEGATION OF AUTHORITY TO ENTER INTO PROGRAM ADMINISTRATION AGREEMENT AND RELATED DOCUMENTS.

A. Housing and Development Services, Inc. d/b/a eHousingPlus is hereby designated and appointed as the Administrator for the MCC Program.

B. After consultation with the Authority's Financial Advisors, Bond Counsel and the Office of the General Counsel, and not inconsistent with this Resolution, the Chair or Vice Chair of the Authority is hereby authorized to execute and deliver a new program administration agreement or amendments to the existing Program Administration Agreement on behalf of the Authority. Such execution and delivery to be conclusive evidence of such approval.

SECTION 5. AUTHORIZATION AND APPROVAL OF PARTICIPATION AGREEMENT. The form of the Participation Agreement attached hereto as Exhibit "A" is hereby authorized and approved. The Chair or Vice Chair of the Authority is hereby authorized to execute and deliver Participation Agreements between the Authority and lending institutions desiring to participate in the MCC Program for 2020 and any subsequent MCC programs of the Authority, with such changes, modifications, insertions and deletions as the Chair, Vice Chair or any member of the Authority, with the advice of Bond Counsel and the Office of the General Counsel may deem necessary and appropriate. Such execution and delivery shall be conclusive evidence of the approval thereof by the Authority and as shall not be inconsistent with the express terms of this Resolution.

SECTION 6. AUTHORIZATION AND APPROVAL OF NOTICE OF INTENT TO ESTABLISH MCC PROGRAM. The form of the Notice of Intent to Establish MCC Program attached hereto as Exhibit "B" is hereby authorized and approved to be published in the

Jacksonville Daily Record, a newspaper of general circulation in the County, with such changes, modifications, insertions and deletions as the Chair, Vice Chair or any member of the Authority, with the advice of Bond Counsel, the Authority's Financial Advisors and the Office of the General Counsel may deem necessary and appropriate, and as shall not be inconsistent with the express terms of this Resolution.

SECTION 7. AUTHORIZATIONS. The Chair, Vice Chair, Secretary, each Assistant Secretary and counsel to the Authority, and such other officers, agents and employees of the Authority as may be designated by the Chair are each designated as agents of the Authority in connection with the implementation of the MCC Program as authorized and contemplated hereby and are authorized and empowered, collectively or individually, to take all actions and steps to execute and deliver the program administration agreement or amendments to the existing Program Administration Agreement, the Participation Agreements and all other instruments, notices, elections, documents and contracts and to take all actions on behalf of the Authority, in each case as they may deem necessary or desirable in connection with the establishment and implementation of the MCC Program.

SECTION 8. SEVERABILITY. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

SECTION 9. REPEALING CLAUSE. All resolutions or parts thereof of the Authority in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION 10. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

[Remainder of page intentionally left blank]

APPROVED AND ADOPTED this 19th day of February, 2020.

**JACKSONVILLE HOUSING FINANCE
AUTHORITY**

(SEAL)

By: _____
Bernard E. Smith, Chair

ATTEST:

By: _____
Name: _____
Title: _____

FORM APPROVED:

By: _____
Office of the General Counsel

EXHIBIT A

FORM OF PARTICIPATION AGREEMENT

**JACKSONVILLE HOUSING FINANCE AUTHORITY
MORTGAGE CREDIT CERTIFICATE PROGRAM
PARTICIPATION AGREEMENT**

This **PARTICIPATION AGREEMENT** (the "Agreement") is made and entered into on the _____ day of _____, 20__ by and between the Jacksonville Housing Finance Authority, a public body corporate and politic, (the "Authority") and _____ (the "Participant").

WHEREAS, the Tax Reform Act of 1984 authorized the issuance of Mortgage Credit Certificates ("MCC's") as a means of assisting qualified individuals with the acquisition of new and existing single family housing; and

WHEREAS, from time to time, the Authority by resolution authorizes a Mortgage Credit Certificate Program (collectively, the "MCC Program"), under which MCCs will be issued pursuant to the Authority's Mortgage Credit Certificate Program Guidelines (the "Guidelines"), and a Program Administration Agreement, as amended, executed in connection with each Program; and

WHEREAS, the Participant wishes to participate in the MCC Program administered by the Authority's authorized representatives in connection with financing it will make available for the acquisition of new and existing single family housing.

NOW, THEREFORE, in consideration of the promises set forth herein, the parties agree as follows:

1. The Authority appoints the Participant as one of its agents for receipt and processing of applications for MCC's under the MCC Program.

2. Participant will make information available regarding the MCC Program to potential borrowers. The Participant will process and review the application of any potential borrower in order to make a preliminary determination of eligibility for the MCC Program and provide financing in the form of a 30-year fixed rate loan that may include the Authority's Single Family Loan Program sponsored by the Housing Finance Authority of Hillsborough County.

3. Participant will obtain from the borrower all documents and information required for an evaluation of eligibility and application for and receipt of an MCC as required by the Guidelines, including documents regarding (a) the first-time homebuyer requirement, (b) residence requirement, (c) income limitations, (d) purchase price limitations, (e) new mortgage requirement, (f) targeted area requirement, and (g) information reporting requirement and will provide the borrower with information regarding the recapture tax.

4. Participant will conduct such reasonable investigation as is necessary to certify that the borrower has satisfied all requirements of the MCC Program, including those imposed by temporary and permanent regulations of the Internal Revenue Code, state law and the Guidelines.

5. Participant warrants that it is familiar with and will comply with the requirements of the Internal Revenue Code, all temporary and permanent regulations issued pursuant thereto applicable to the MCC Program, all state law relating to the issuance of MCC's and the Guidelines.

6. Participant will follow standard underwriting procedures in its processing of the loan application of each borrower and perform all investigation and verification that it would normally perform for underwriting financing not provided in connection with an MCC.

7. Participant warrants that all MCC Program information provided regarding the borrower's eligibility under the MCC Program (i) is provided in good faith, (ii) is accurate to the best of its knowledge and (iii) is the result of standard due diligence on the part of the Participant.

8. Participant hereby agrees to comply with all data and record retention requirements which are required by the Code, all temporary and permanent regulations (including, but not limited to, Treasury Regulation Section 1.25-8T(a)(3)) and state law relating to the MCC Program.

9. Participant hereby agrees that the Authority and its authorized representatives during normal business hours have the authority to examine and inspect all books and records in the Participant's possession relating to the MCC's and the MCC Program.

10. Participant will charge a borrower applying for an MCC only those reasonable fees in processing the financing as would be charged to borrowers applying for financing not provided in connection with an MCC. Participant shall also charge an MCC application fee of \$375, \$275 of which shall be forwarded to the Authority's Program Administrator with the Compliance File and \$100 of which shall be retained by the Participant.

11. Participant hereby agrees that it will file annually with the Internal Revenue Service for all MCC's issued in a calendar year the Lender's Information Return for Mortgage Credit Certificates (MCCs) (IRS Form 8329 to be provided by the Program Administrator).

12. Participant hereby agrees that it will immediately forward to the Authority or its authorized representatives all information which it receives during the life of the mortgage loan that in any way indicates that the borrower may have made a misrepresentation in applying for an MCC or that may affect the borrowers continued eligibility for an MCC. Participant shall cooperate with the Authority and its authorized representatives in revoking an MCC if it is determined by the Authority or its authorized representatives that such revocation is necessary.

13. Participant acknowledges that by executing this Agreement, this Agreement shall apply to subsequent MCC programs authorized by the Authority unless either party exercises its right to terminate this Agreement pursuant to Section 14 hereof.

14. This Agreement shall remain in full force and effect until terminated as set forth herein. Either party may terminate this Agreement, without cause, upon sixty (60) days written notice to the other party. Notwithstanding any such termination, Participant shall file any and all reports required to be filed with the Internal Revenue Service and shall maintain all records required to be maintained by it pursuant to Section 25 of the Internal Revenue Code and any regulations thereunder. Further, the Authority may immediately terminate this Agreement and prohibit the Participant from participating in the MCC Program upon the Participant's failure to comply with the terms and conditions of this Agreement and upon written notice from the Authority. No amendment to this agreement shall be effective unless in writing and signed by both parties thereto.

15. The contact information for the Participant's authorized representatives is set forth on Schedule A attached hereto. Participant will update this information in the event any of the listed information changes, and will file such updated information as soon as reasonably possible with the Authority and the Program Administrator.

[Remainder of page intentionally left blank]

This Agreement is entered into as of the day and year written above.

Participant (print)

**JACKSONVILLE HOUSING FINANCE
AUTHORITY**

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

SCHEDULE A
AUTHORIZED REPRESENTATIVE

Participant Name:

Authorized Representative:

Title:

Phone Number:

Fax Number:

Email:

Address:

EXHIBIT B

FORM OF NOTICE

**JACKSONVILLE HOUSING FINANCE AUTHORITY
SINGLE FAMILY MORTGAGE CREDIT CERTIFICATE PROGRAM**

The Jacksonville Housing Finance Authority (the “Issuer”), hereby announces its intention to sponsor a program to reduce home loan financing costs within Duval County, Florida (the “County”). The Issuer intends to establish a mortgage credit certificate program which will entitle first-time homebuyers and borrowers of qualified home improvement loans and qualified rehabilitation loans to a federal income tax credit (the “Program”). A tax credit is a direct reduction of taxes due. Under the Program a homebuyer would receive a mortgage credit certificate entitling homebuyers to reduce their taxes by ten percent (10%) to fifty percent (50%) (such percentage to be determined by the Authority from time to time) of the amount of interest paid on their home loan (not to exceed \$2,000 per year if the credit percentage exceeds 20%). The tax credit is available each year that the borrower continues to live in the home financed under the Program.

In order to qualify for the Program, federal law requires that a homebuyer satisfy each of the following guidelines:

1. *Principal Residence.* The homebuyer must occupy the home financed under the Program as his/her principal residence within a reasonable period, not to exceed 60 days, after the financing is provided. A principal residence is a home occupied primarily for residential purposes. A principal residence does not include a home used as an investment property, as a recreation home or a home 15 percent or more of the total area of which is used in a trade or business.

2. *First-Time Homebuyer.* Each homebuyer must be a first-time homebuyer. Any person who has not owned his/her principal residence at any time during the three years prior to closing a loan financed in connection with the Program is considered a first-time homebuyer. This requirement does not apply to loans in certain areas designated as targeted areas (collectively, the “Targeted Area”) or to qualified home improvement loans and qualified rehabilitation loans or to loans to veterans if such veteran has not previously qualified for and received financing under either a mortgage credit certificate program or a qualified mortgage revenue bond program.

3. *Purchase Price.* Under the Program, the purchase price for residences may not exceed 90 percent (110 percent with respect to residences located in Targeted Areas) of the average area purchase price applicable to the residence. For this purpose, the “average area purchase price” is based upon the average purchase price of single family residences determined pursuant to applicable federal law with respect to both new and existing one, two, three and four unit residences. The current maximum purchase prices for homes under the Program are as follows:

<u>Non-Targeted Area</u>	<u>Targeted Area</u>
\$199,000	\$199,000

These limitations are subject to adjustment periodically.

4. *New Mortgage.* The mortgage loan financed in connection with the Program is required to be a new mortgage loan and may not replace a prior mortgage loan on the home (whether or not previously repaid). The mortgage credit certificates are available in connection with any not to exceed 30 year, fixed rate mortgage loan which is (i) a government loan eligible for purchase by GNMA, (ii) a conventional loan eligible for purchase by Fannie Mae or Freddie Mac, or (iii) a special loan offered by lending institutions and approved by the Issuer. Any lending institution is eligible to provide mortgage loans in connection with the Program as long as they are willing to follow Program requirements. A list of lenders that have agreed to follow Program requirements can be found at www.ehousingplus.com.

5. *Income.* Under the Program, the maximum family income for households of 3 or more persons may not exceed 115 percent (140 percent with respect to residences located in Targeted Areas) of the applicable median family income, subject to adjustment for high housing cost areas. For a family of 2 or fewer persons, the maximum family income may not exceed 100 percent (120 percent with respect to residences located in Targeted Areas) of the applicable median family income, subject to adjustment for high housing cost areas. The current limits on annual gross income for households under the Program (after adjustment for high housing cost areas) are as follows:

	<u>Non-Targeted Area</u>	<u>Targeted Area</u>
Families of 1 or 2 persons	\$78,971.69	\$88,200.00
Families of 3 or more persons	\$90,817.44	\$102,900.00

These limitations are subject to adjustment periodically. Gross income includes salary and wages, including overtime, as well as dividends, alimony, public assistance, social security, unemployment compensation and investment income.

6. *One- to Four-Family Home.* The residence financed in connection with the Program must be a one- to four-family residence. A one-family residence includes a detached home, one unit of a duplex, a townhouse or a condominium unit. If the residence is a two- to four-family residence, one unit of the residence must be the principal residence of the owner of the units and (with limited exceptions) the residence must have been first occupied for residential purposes at least five years prior to closing the loan financed in connection with the Program. Land adjoining the home is considered part of the home only if it maintains the home's livability and is not, other than incidentally, a source of income to the owner.

7. *Program Area.* In order to be eligible for a certificate, the home financed in connection with the Program must be located in the County.

8. *Homebuyer Education Class.* Each homebuyer may be required to participate in a Homebuyer Education Class approved by the Issuer prior to being eligible to receive a mortgage credit certificate.

9. *Home Improvement Loans.* Home Improvement loans of up to \$15,000 are also eligible for a mortgage credit certificate. To qualify, the home improvements must substantially improve or protect the livability or energy efficiency of the home; such as new or renovated plumbing or wiring, renovation of the kitchen, or a new or improved heating or cooling system. Installation of a swimming pool, tennis court, hot tub or other recreational and entertainment facilities will not qualify.

10. *Qualified Rehabilitation Loans.* Qualified rehabilitation loans are also eligible for a mortgage credit certificate. Qualified rehabilitation loans are owner-financing provided in connection with a qualified rehabilitation or the acquisition of a residence with respect to which there has been a qualified rehabilitation, but only if the mortgagor to whom such financing is provided is the first resident of the residence after the completion of the rehabilitation. A “qualified rehabilitation” is a rehabilitation of a building that meets certain specific requirements as to the building’s age, the amount of the structure retained in place and the expenditures for the rehabilitation as a percentage of the mortgagor’s basis in the residence.

Under the Program, mortgage credit certificates will be issued to eligible borrowers on a first-come, first-served basis. The certificates are available in connection with only those types of new mortgages as discussed in paragraph 4 above. Any lending institution that signs a Participation Agreement is eligible to provide mortgage loans in connection with the Program.

This notice contains only a summary of the requirements under the Program. Additional information about the Program is available from:

Housing and Development Services, Inc. d/b/a eHousingPlus
3050 Universal Boulevard, Suite 190
Weston, FL 33331
Phone: 954-430-6072 or 813-244-1097
email: patt@ehousing.cc or sue@ehousing.cc

A RESOLUTION APPROVING THE ISSUANCE BY THE JACKSONVILLE HOUSING FINANCE AUTHORITY OF ITS HOMEOWNER MORTGAGE REVENUE BONDS IN ONE OR MORE SERIES IN AN ORIGINAL AGGREGATE FACE AMOUNT NOT TO EXCEED \$50,000,000 FOR THE PURPOSE OF PURCHASING MORTGAGE LOANS ORIGINATED BY PARTICIPATING LOCAL LENDING INSTITUTIONS TO FINANCE THE PURCHASE OR REHABILITATION OF NEW OR EXISTING OWNER-OCCUPIED RESIDENCES SITUATED IN DUVAL COUNTY, FLORIDA OR PURCHASING SECURITIES EVIDENCING INTERESTS IN OR BACKED BY A POOL OF SUCH MORTGAGE LOANS, INCLUDING SECURITIES GUARANTEED BY THE FEDERAL GOVERNMENT OR AGENCIES THEREOF OR FOR THE PURPOSE OF REFUNDING OUTSTANDING BONDS OF THE JACKSONVILLE HOUSING FINANCE AUTHORITY PREVIOUSLY ISSUED FOR SUCH PURPOSE; PROVIDING FOR THE HOLDING OF A PUBLIC HEARING; REQUESTING THE INTRODUCTION OF A RESOLUTION OF THE COUNCIL OF THE CITY OF JACKSONVILLE, FLORIDA APPROVING THE ISSUANCE OF THE BONDS; AUTHORIZING SUBMISSION OF A REQUEST FOR A PRIVATE ACTIVITY BOND VOLUME CAP ALLOCATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the Jacksonville Housing Finance Authority that:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to Part IV, Chapter 159, Florida Statutes, as amended, Chapter 52, Ordinance Code of the City of Jacksonville, Florida (the "City"), as amended, Ordinance 2014-185-E of the City, and other applicable provisions of law (collectively, the "Act").

SECTION 2. FINDINGS. The Jacksonville Housing Finance Authority (the "Authority") hereby finds, determines and declares as follows:

A. The Authority, pursuant to the Act, has the authority to issue its homeowner mortgage revenue bonds, in one or more series, in an aggregate face amount of not to exceed \$50,000,000 (the "Bonds") for the purpose of purchasing mortgage loans, and promissory notes executed in connection with such mortgage loans (the "Mortgage Loans"), made for the construction, purchase, improvement or rehabilitation of owner occupied single family residences located in Duval County, Florida (the "County") or securities evidencing interests in or backed by a pool of such Mortgage Loans, including, without limitation, securities guaranteed by the federal government or agencies thereof (the "Project") or to refund outstanding bonds of the Authority to provide funds for the Project.

B. The Project and the issuance of the Bonds to finance the Project in the County will have a substantial public benefit.

C. The issuance of the Bonds must be approved by the Council of the City, the applicable elected representative within the meaning of Section 147 of the Internal Revenue Code of 1986, as amended, (the "Code") prior to the issuance thereof.

SECTION 3. AUTHORIZATION OF BONDS. The Authority hereby approves the issuance of the Bonds in an aggregate face amount not to exceed \$50,000,000. Such Bonds will have the terms and conditions set forth in a subsequent resolution of the Authority adopted prior to the sale thereof. The Bonds will not constitute a debt, liability, general or moral obligation, or a pledge of the faith or loan of the credit of the Authority, the City, the State of Florida (the "State") or any political subdivision thereof, within the meaning of any constitutional or statutory limitations or provisions. Neither the Authority, the City, the State nor any political subdivision thereof shall be liable thereon, nor shall the Bonds be payable out of any funds or property other than as expressly provided in the indenture with respect to such Bonds.

SECTION 4. INTRODUCTION OF COUNCIL RESOLUTION. The Authority hereby recommends the issuance of the Bonds and the financing of the Project for approval to the Council of the City (the "Council") and hereby requests introduction to the Council of a resolution, approving the issuance of the Bonds for the purposes of Chapter 52 of the Ordinance Code of the City and Section 147(f) of the Code.

SECTION 5. VOLUME CAP. The staff and financing team of the Authority are authorized to prepare and submit an application for allocation of the private activity bond volume cap for calendar year 2020, as described in the Council resolution.

SECTION 6. TEFRA HEARING. As permitted by Section 147(f) of the Code, a public hearing with respect to the Bonds will be scheduled, noticed, conducted and held by the Finance Director (or her designee) on behalf of the Authority. The Finance Director of the Authority (or her designee) is hereby designated as the hearing officer of the Authority for such purpose, and, in furtherance thereof, he/she shall prepare and file with the Council a report of the public hearing. The form of notice of public hearing attached hereto as EXHIBIT A is hereby approved and the publishing thereof approved and/or ratified by the Authority.

SECTION 7. SEVERABILITY. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

SECTION 8. REPEALING CLAUSE. All resolutions or parts thereof of the Authority in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION 9. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 19th day of February, 2020.

**JACKSONVILLE HOUSING FINANCE
AUTHORITY**

(SEAL)

By: _____
Bernard E. Smith, Chair

ATTEST:

By: _____
Name: _____
Title: _____

FORM APPROVED:

By: _____
Office of the General Counsel

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, of a public hearing by the Jacksonville Housing Finance Authority (the "Authority") to be held on [____], 2020, at 214 N. Hogan Street, [____] Floor, Room [____], Jacksonville, Florida 32202, at [__:__ p.m./a.m.], or as soon thereafter as possible, for the purpose of receiving comments and hearing discussion concerning the issuance by the Authority of its Homeowner Mortgage Revenue Bonds in one or more series, in an aggregate face amount of not to exceed \$50,000,000 (the "Bonds"). Proceeds of the Bonds will be used to (a) purchase mortgage loans originated by participating local lending institutions to finance the purchase or rehabilitation of new or existing owner-occupied single-family residences situated within Duval County, Florida, by persons or families of low, moderate or middle income, or to purchase securities from a master servicer evidencing interests in or backed by a pool of such mortgage loans, including, without limitation, securities guaranteed by the federal government or agencies thereof (the "Project"), or (b) to refund portions of previously issued homeowner mortgage revenue bonds to thereby make funds available for the financing of the Project.

All interested persons are invited to attend said hearing and, either personally or through their representatives, present oral or written comments and discussion concerning the proposed issuance of the Bonds for the purposes described in the preceding paragraph and the nature and location of the Project. Written comments may be submitted to the Jacksonville Housing Finance Authority at 214 N. Hogan Street, 7th Floor, Jacksonville, Florida 32202. Should any person decide to appeal any decision made by the Authority at this hearing, or by the Council of the City of Jacksonville with respect to the approval of the issuance of the Bonds for the purposes described in the preceding paragraph, he or she will need a record of the proceedings, and he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the Jacksonville Housing Finance Authority at (904) 255-8200.

All interested persons are invited to attend and be heard and present their comments.

JACKSONVILLE HOUSING FINANCE AUTHORITY

Laura Stagner-Crites, Finance Director

[____], 2020

A RESOLUTION OF THE JACKSONVILLE HOUSING FINANCE AUTHORITY APPROVING THE SALE AND TRANSFER OF THE HARTWOOD APARTMENTS PROJECT UPON CERTAIN TERMS AND CONDITIONS, ALL AS DESCRIBED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Jacksonville Housing Finance Authority (the "Authority") previously issued its \$5,840,000 Variable Rate Demand Multifamily Housing Revenue Bonds (Hartwood Apartments), Series 2006 (the "Bonds"); and

WHEREAS, SP Hartwood Limited Partnership (the "Borrower") entered into a purchase and sale agreement with Perez Housing Associates, LLC (the "Purchaser") for the sale and transfer of the Hartwood Apartments (the "Project") and redemption in full of the Bonds (the "Sale"); and

WHEREAS, in connection with the issuance of the Bonds, the Borrower entered into that certain Land Use Restriction Agreement with the Authority and The Bank of New York Trust Company, N.A., as Trustee, dated as of June 1, 2006 (the "LURA"); and

WHEREAS, Section 21 of the LURA requires the consent of the Authority to the Sale, subject to the conditions as described therein; and

WHEREAS, in connection with the issuance of the Bonds, the Borrower also executed that certain subordinate promissory note in the amount of \$500,000 in favor of the Authority (the "Subordinate Note").

NOW, THEREFORE, BE IT DETERMINED AND RESOLVED BY THE JACKSONVILLE HOUSING FINANCE AUTHORITY THAT:

SECTION 1. APPROVAL OF THE SALE. The Authority hereby approves the Sale subject to the following conditions:

A. An assignment and assumption agreement executed by the Borrower, as seller and the Purchaser acceptable to the Authority Staff, its Bond Counsel, Office of the General Counsel, and the Financial Advisor, whereby the Purchaser assumes, among other things, the terms and conditions of the LURA throughout the Qualified Project Period under the LURA;

B. All fees due and payable to the Authority are paid;

C. All fees of the Authority's Bond Counsel are paid;

D. All other approvals under the bond documents have been received by the Authority, including, but not limited to, written approval of the credit enhancer of the Sale, and redemption in full of the Bonds;

E. Payment in full by the Borrower of the Subordinate Note; and

F. Delivery of any other documents, certificates and/or opinions reasonably requested by the Authority's Bond Counsel, the Office of the General Counsel and/or the Financial Advisor.

SECTION 2. GENERAL AUTHORIZATION. The Chair, the Vice Chair, the Secretary and counsel for the Authority, the Authority's Financial Advisor and Bond Counsel, are hereby further authorized to proceed, with the undertakings provided for herein on the part of the Authority and are further authorized to take such steps and actions as may be required and necessary in order to cause the Authority to execute any documents in connection with the Sale but not inconsistent with this Resolution.

SECTION 3. SEVERABILITY. If any one or more of the covenants, agreements or provisions of this Resolution, or any of the documents contemplated hereby, should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage.

APPROVED AND ADOPTED by the Jacksonville Housing Finance Authority this 19th day of February 2020.

**JACKSONVILLE HOUSING FINANCE
AUTHORITY**

(SEAL)

By: _____
Bernard E. Smith, Chair

ATTEST:

By: _____
Name: _____
Title: _____

FORM APPROVED:

By: _____
Office of the General Counsel

Four years after Jacksonville declared Eureka Garden a crisis, tenants see change



BUY PHOTO

HIDE CAPTION

Dakota Respass, 5, looks over the stairway rail of a unit in his family's building at Valencia Way apartments. A row of storage units used by residents to store their possessions while they were relocated to temporary housing during the extended renovation of units at the complex line the parking lot. Displaced residents of Valencia Way apartments, the former trouble plagued Eureka Garden with help from workers from Millennia, the company that owns the complex, were able to move back into one of the recently renovated buildings in the complex Friday. [Bob Self/Florida Times-Union] - Bob Self

By Andrew Pantazi



Posted Feb 7, 2020 at 7:41 PM

At Tuesday's Jacksonville City Council meeting, the council will vote on an ordinance that would cut in half the property tax bill for the owners of Valencia Way, formerly known as Eureka Garden.

For the first time since Taniesha Jackson moved into the apartments that used to be called Eureka Garden, she and her children aren't struggling to breathe.

Jackson, like her children and many of those living at Valencia Way, lives with asthma, which has meant she and her kids have had many sick days while dealing with mold in their apartment. But on Friday, workers completed a renovation of her apartment building.

"They did a really good job," she said. "It's very important. My kids are my top priority."

The Millennia Companies, the company that bought the former Eureka Garden apartments in 2018, changed Eureka Garden's name and started its rehabilitation project in 2018 with three buildings that it calls its "hotel units." It moves families into those units while it overhauls their homes. On Friday, Jackson and others moved back into their home units.

While Millennia said it expects to complete its overhaul of the apartments this year, the City Council will vote Tuesday night whether to cut the company's property tax bill in half to help it fund renovations.

For decades, the apartments garnered negative attention as a center of violence and poor living conditions. In 2015, an army of city code inspectors descended on Eureka Garden and found code violations in every single apartment they examined, many of those violations threats to the tenants' health. For the next three years, city and federal officials of both parties railed against Eureka Garden's then owners, the nonprofit Global Ministries Foundation, for failing to maintain any of its properties, which included Eureka Garden and six other properties.

Finally, in 2018, the U.S. Department of Housing and Urban Development forced Global Ministries to sell Eureka Garden, along with six other properties in Jacksonville. Millennia bought four of those properties with a tax-exempt housing bond to finance more than \$44 million in renovations.

The complex's rehabilitation has included rough spots for tenants. Last fall, residents went six weeks with no gas, which meant no hot water and no working oven. Millennia, the new owners, said that the gas lines were installed in the 1960s, and there were leaks throughout the pipes. There was only one shut-off valve, so the entire complex had to lose gas while the company replaced the entire system.

Jackson said, despite the lack of hot water and lack of hot food, she appreciated that the company provided catered meals and communicated what was happening. She said the company refunded some of her rent during that time.

"It's a lot different with management," she said, a reference to past problems with previous management companies at the complex. Millennia directly manages and owns the property, rather than contracting the management to another company.

Now there are shut-off valves at each of the 38 buildings, Millennia said.

City Councilman Garrett Dennis, who represents Valencia Way, said that despite some complaints about the changes, “they’ve been very responsive. They’re turning a good product.”

Mayor Lenny Curry’s office, along with Dennis and Councilman Matt Carlucci, drafted a bill that agreed to cut the company’s city property tax bill in half for the next 10 years or until the reduced amount reaches \$2 million. Global Ministries, because it was a nonprofit, didn’t have to pay any property taxes.

“Some of the unexpected issues include the need to replace the natural gas system utility infrastructure at Valencia Way, major plumbing repairs at Palmetto Glen, and other items such as termites, soil contamination and overall deterioration at all four communities,” according to the bill’s fact sheet.

Curry’s deputy chief administrative officer, Stephanie Burch, said in an email that while the construction has been delayed, “the mayor is very pleased with the progress Millennia has made in a short time frame. Millennia has taken on an extremely large renovation project at four separate multifamily properties totaling over \$51,000,000 worth of life safety and quality of life improvements to provide Jacksonville citizens with safe, affordable, and dignified housing.”

The Rev. Mark Griffin of Wayman Ministries, a church across the street from Valencia Way, said his parishioners don’t complain about management the way they used to.

“I think the new ownership is doing a tremendous job. They inherited a property that had a lot of deferred maintenance. They’ve addressed the issues head on. ... The whole tone in which they’ve handled some of these challenging situations has really helped the residents get through it. They are treating the residents truly like their customers. That was not the case with Global Ministries.”

On Friday, Millennia’s staff helped move its tenants out of their hotel units and back into their homes, carrying boxes and furniture for tenants who asked for help.

“Once their buildings are done, I see it every time: The excitement of ‘this is mine,’” said Toimiken Potts, Millennia’s senior activities director.

The new apartments include new flooring, new walls, new appliances, ceiling fans and even central air conditioning to replace old window units. The digital air conditioning controls, to combat mold, include a humidity reading for the apartments.

“I was feeling icky in the last apartment, but now I have a sense of [this is] brand new,” said Aisha Douglas, a 43-year-old mom of four. “I love my little apartment. I can’t lie. God is good.”

She said she still worried that the ceilings weren’t fully sealed, pointing to a crack near the top of the wall. If rain is able to come in, then the mold will just come right back. But she said she’d have to wait and see. But in the meantime, she said she appreciates the amenities.

“I’m loving the dishwasher. Lord knows, I’m loving the dishwasher, the built-in microwave and the cabinets.”

Shannel Pinkney-Respass, like Douglas and Jackson, said that living in the apartment before meant frequent concerns for her children’s asthma, which included nighttime nebulizer treatments. But just two months of living in the hotel units showed how different things could be.

“You could tell a huge difference. It was really dramatic. The kids were sleeping,” she said.

“With the corrections they’ve made,” her husband, Darren Respass, said, “it’s going to be a lot less stress.”

Now, he said, people can come into the complex with a positive mindset, and that might really spark a change.

OCCUPANCY LEVELS

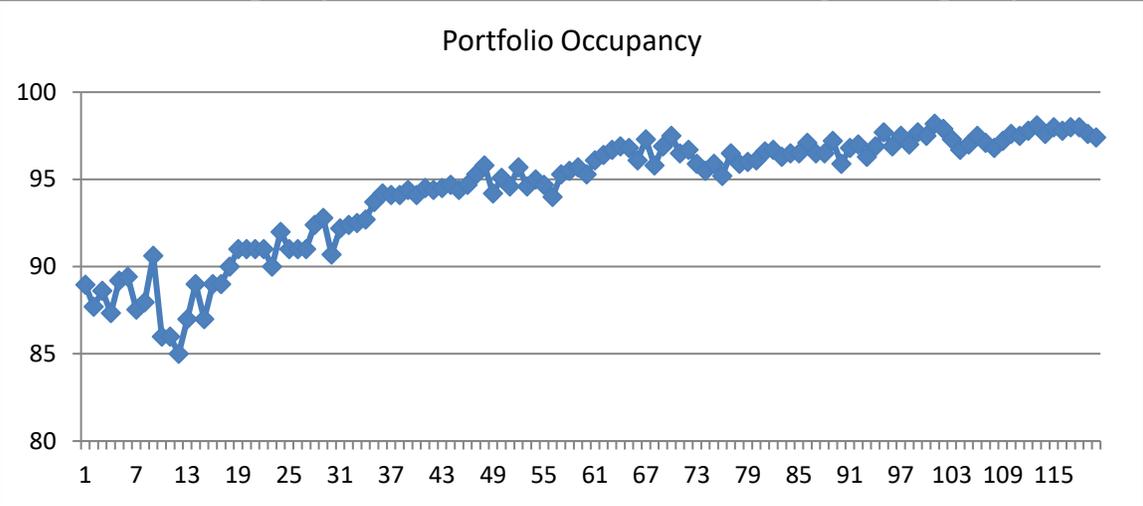
12-31-19

Active Rental Developments—Financed by DCHFA or JHFA

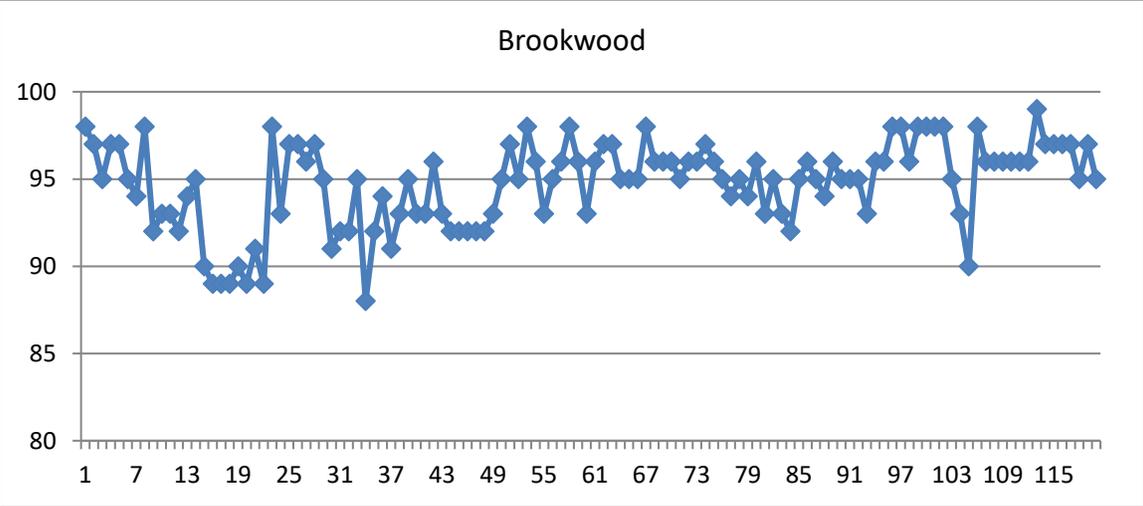
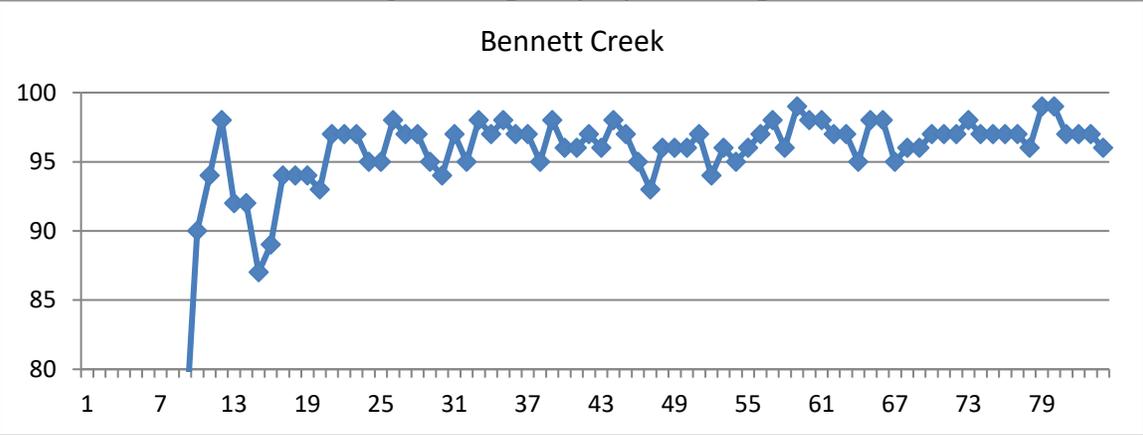
Development & Address	Developer	Original Bonds & Issue Date	Units & Occupancy
Bennett Creek 3585 Salisbury Drive 32216	Richman	\$21,600,000 12-21-10	264 96% (-1%)
Brookwood Forest Apartments 1251 Fromage Way 32225	CED	\$10,000,000 2005	168 95% (-2%)
Camri Green Apartments 3820 Losco Road 32257	Vestcor	\$9,200,000 2003	184 98% (-1)
Caroline Arms 6457 Fort Caroline Road 32277	Lincoln Avenue	\$12,500,000 7-3-18	204 99% (+0%)
Caroline Oaks 5175 Main Street N. 32208	Vestcor	\$5,600,000 4-22-15	82 99% (-1%)
Cathedral Terrace 701 N. Ocean St. 32202	Blue Sky	\$12,500,000 1-21-16	200 98% (+0%)
Christine Cove 3730 Soutel Dr 32208	Carlisle	\$6,000,000 2006	96 100% (+0%)
Desert Winds/Silver Creek 233 Sahara Ct. & 300 Silver Creek Trace 32216	LEDIC	\$22,000,000 12-28-18	304 97% (-1%) Rolling Rehab
Hartwood (AKA Hampton Ridge) 11501 Harts Road 32218	Southport	\$5,840,000 2006	110 89% (-5%)
Lofts at Jefferson 799 Water Street 32204	Vestcor	Housing Credits \$225,750 JHFA Loan 10-3-18	98 68% (+68%)
Lofts at LaVilla 995 Water Street 32204	Vestcor	Housing Credits \$265,000 JHFA loan 10-12-16	130 92% (-6%)
Lofts at Monroe 906 W. Monroe Street 32204	Vestcor	Housing Credits \$303,750 JHFA Loan 9-29-17	108 99% (+14%)
Millennia Portfolio Calloway Cove: 55% complete Palmetto Glen- 50% complete The Weldon- 57% complete Valencia Way- 47% complete	Millennia	\$81,600,000 10-24-18	768 Rolling Rehab 200/70% 74/95% 94/85% 400/83%
Mary Eaves 1250 16 th Street West 32209	Vestcor	FHFC bonds \$300,000 JHFA loan 8-19-16	80 100% (+0%)
Monaco Arms 10415 & 10525 Monaco Drive 32218	Lincoln Avenue	\$16,380,000 5-31-19	156 88% (+0%) Rolling Rehab
Mt. Carmel Gardens 5846 Mt. Carmel Terrace 32216	BREC	\$9,750,000 8-19-16	207 100% (+1%)
Oakwood Villa 8201 Kona Avenue 32211	Southport	\$12,700,000 6-30-17	200 97% (-1%)
Peyton Ridge	Vestcor	Housing Credits \$115,000 JHFA loan 4-7-16	123 100% (+0%)
Timberwood Trace 12250 Atlantic Blvd. 32225	Southport	\$16,000,000 2-1-17	224 98% (-0%)
Timuquana Park Apartments 5615 Seaboard Ave. 32244	Southport	\$4,300,000 2004	100 97% (-1%)

OCCUPANCY LEVELS 12-31-19

120 Month Occupancy Levels—Entire Portfolio Average Occupancy

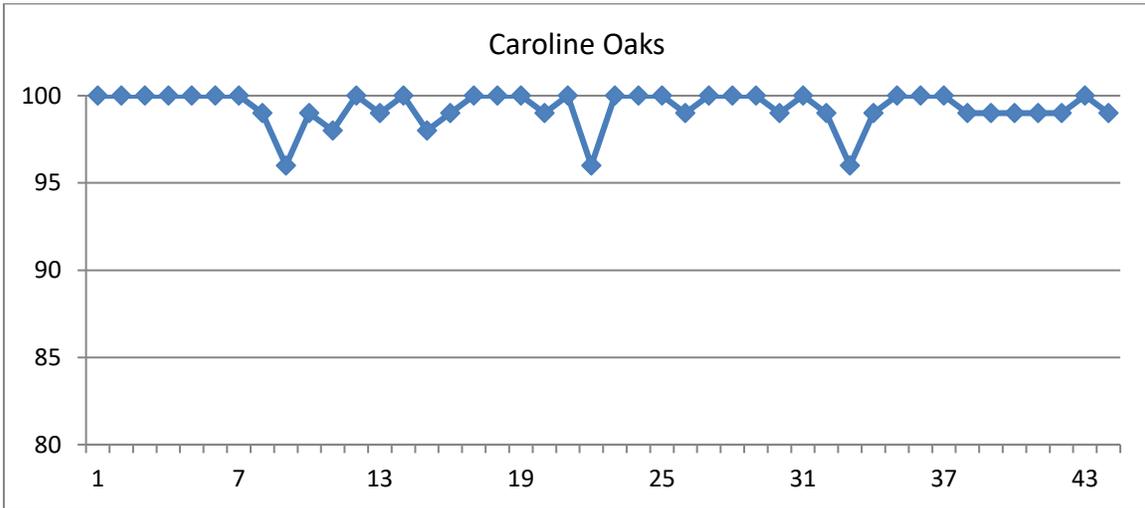
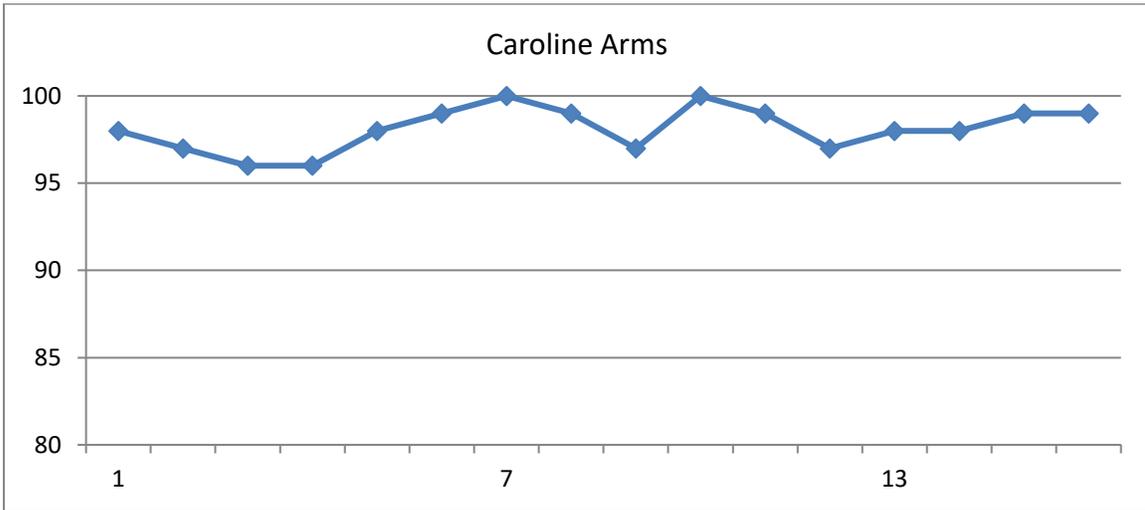
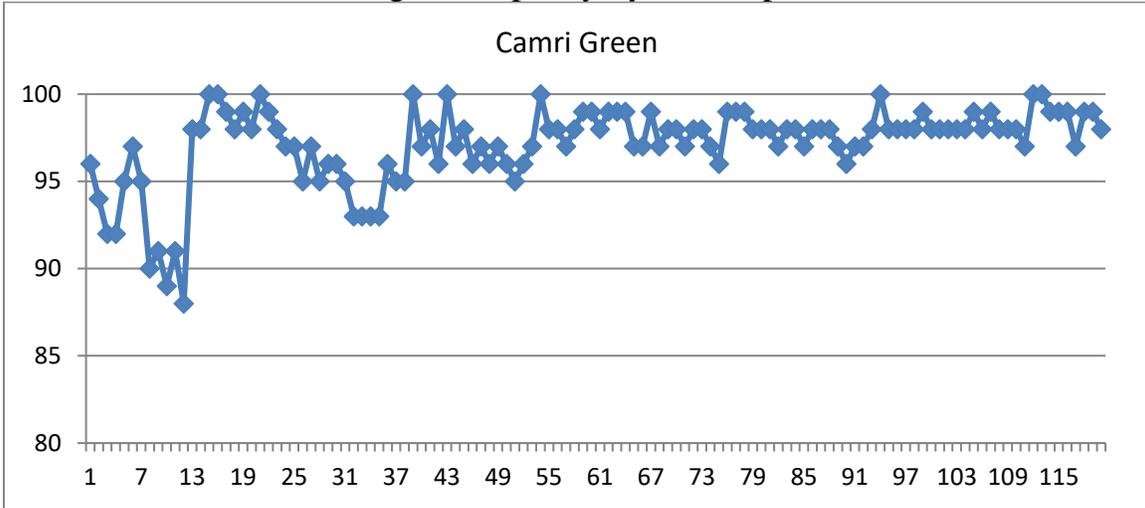


Average Occupancy by Development



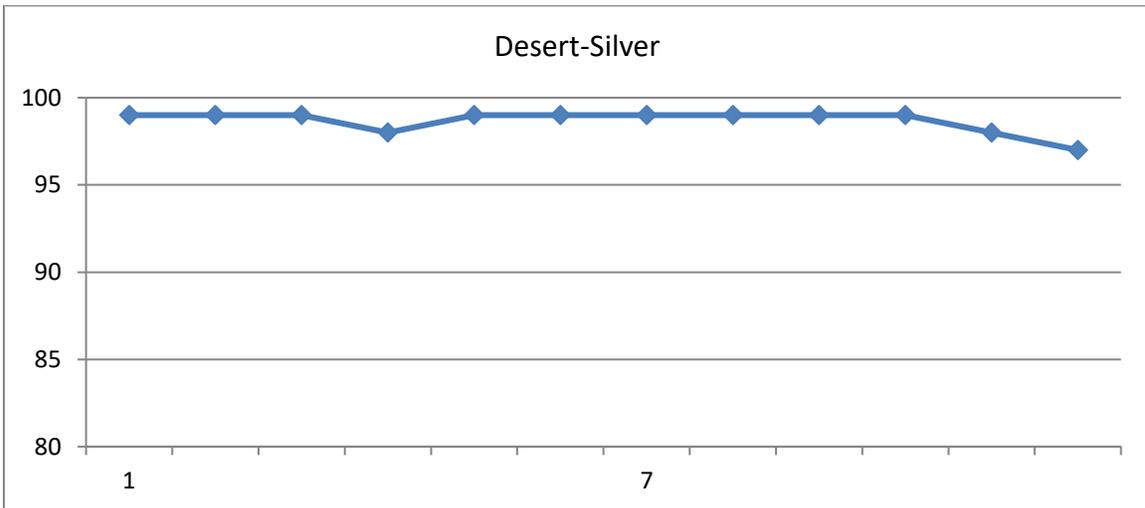
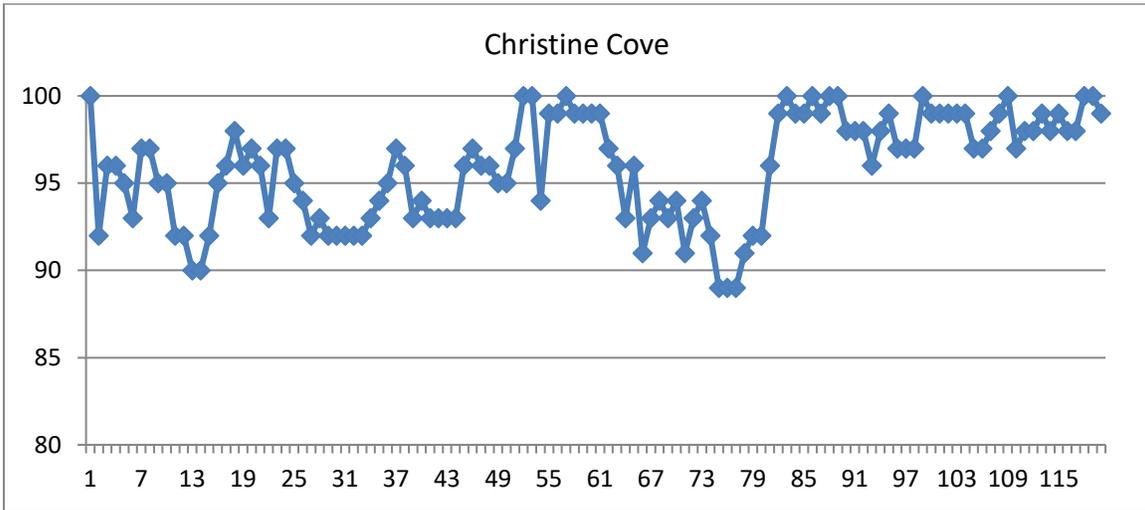
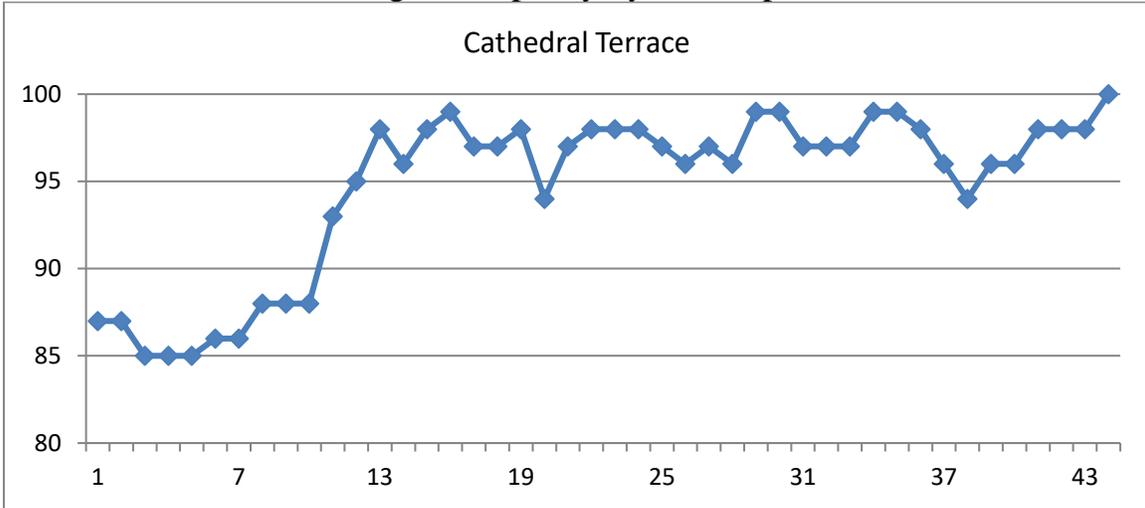
OCCUPANCY LEVELS 12-31-19

Average Occupancy by Development



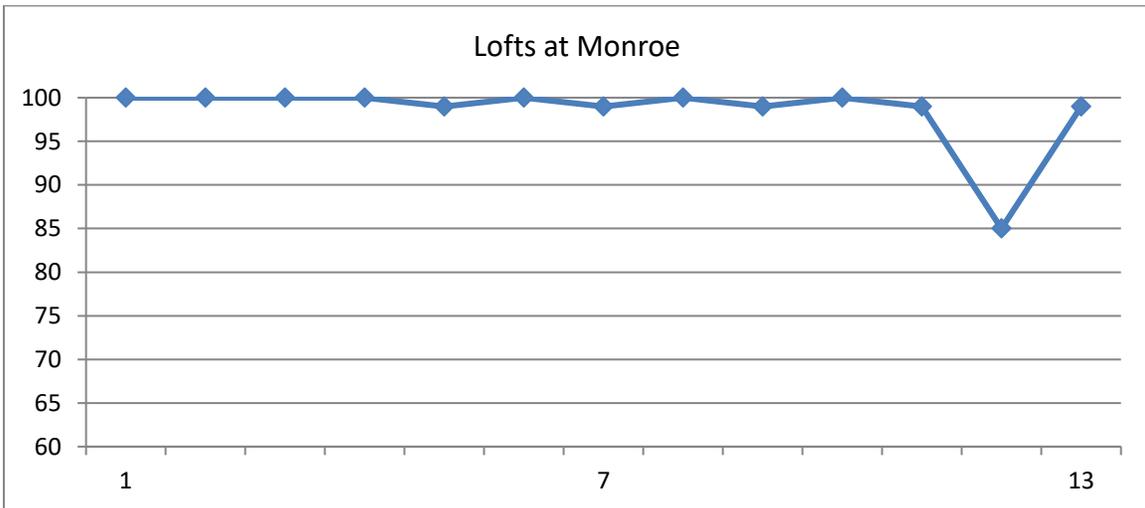
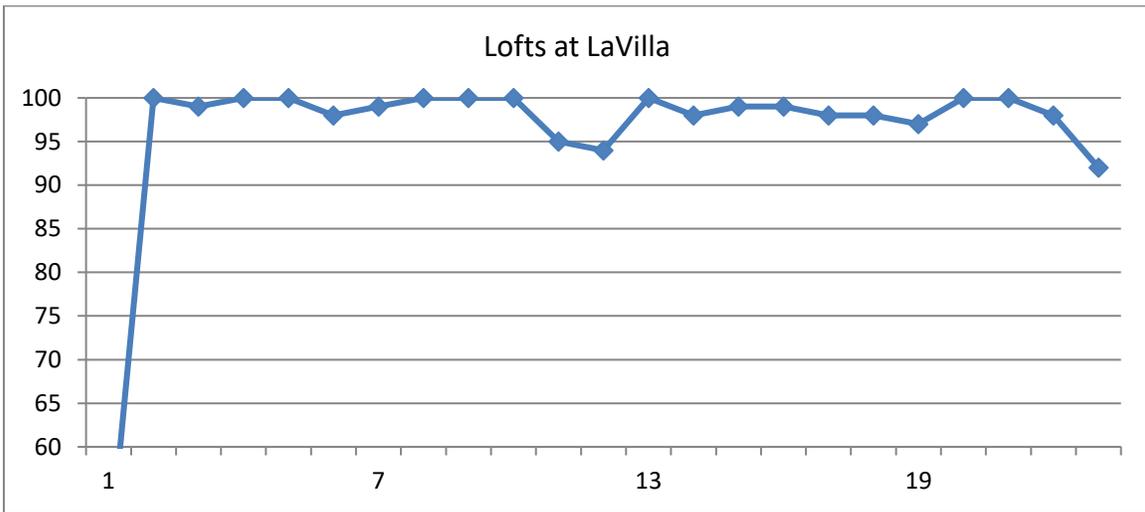
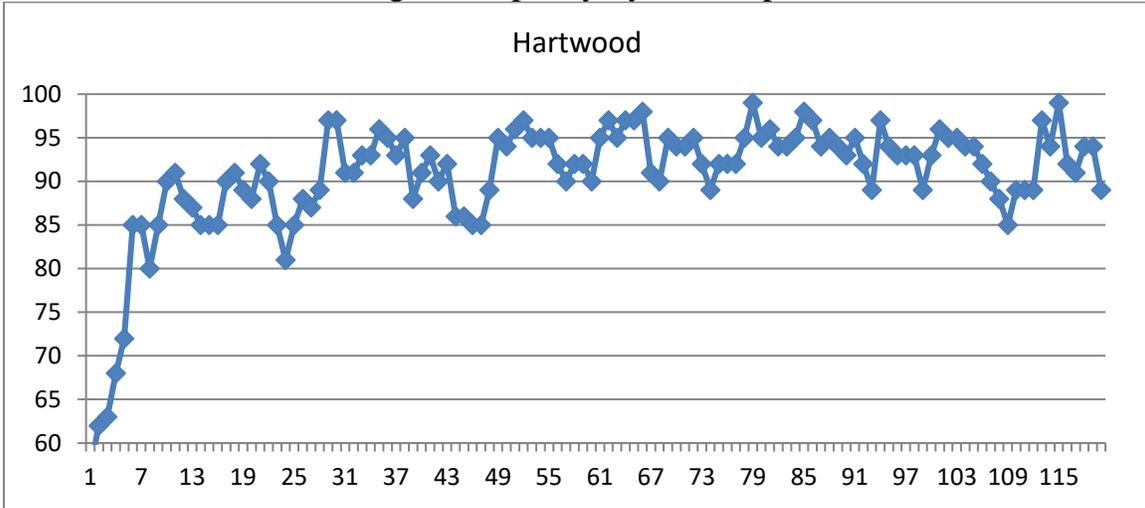
OCCUPANCY LEVELS 12-31-19

Average Occupancy by Development



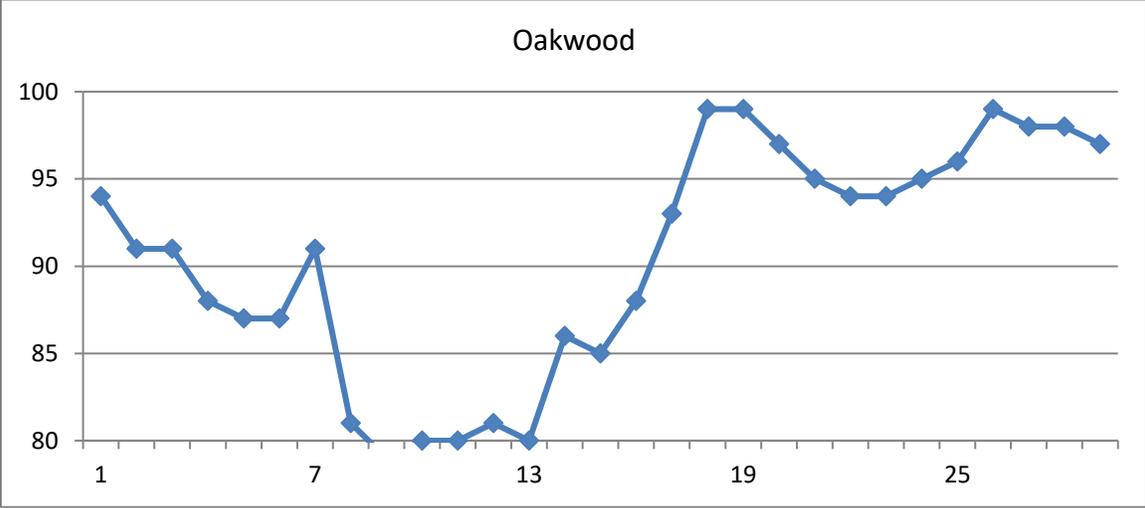
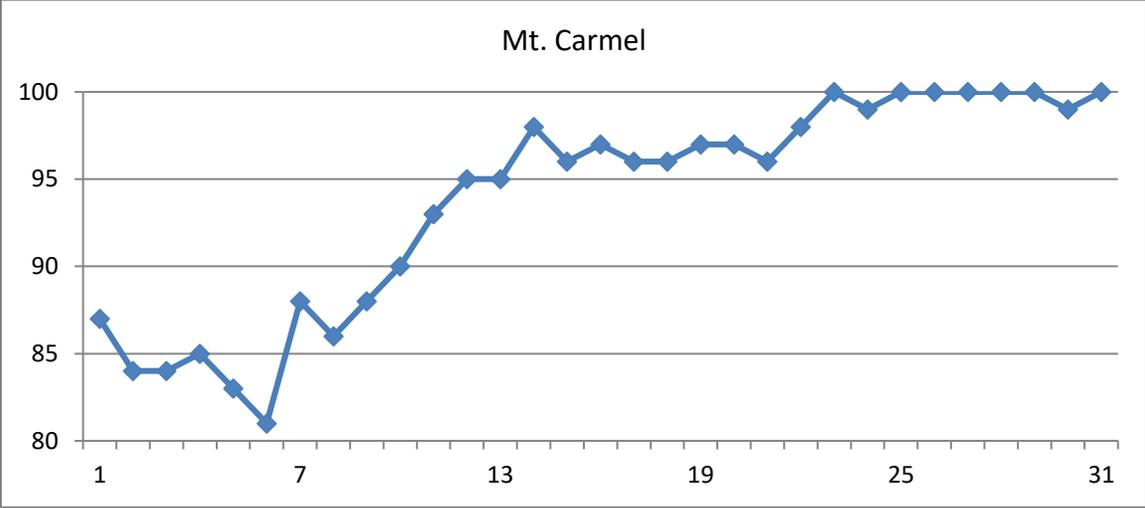
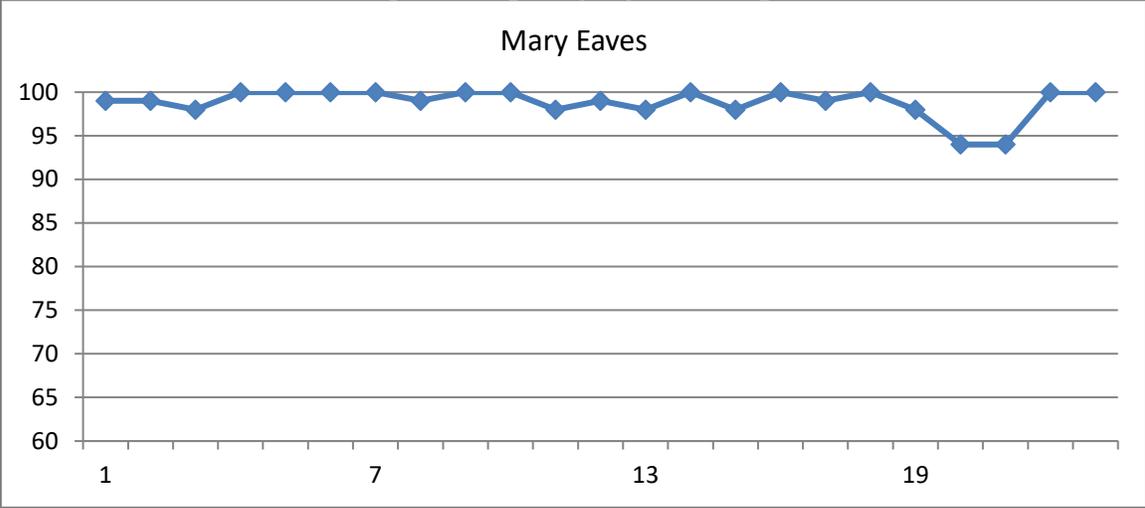
OCCUPANCY LEVELS 12-31-19

Average Occupancy by Development



OCCUPANCY LEVELS
12-31-19

Average Occupancy by Development



OCCUPANCY LEVELS 12-31-19

Average Occupancy by Development

