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VIA EMAIL AND HAND DELIVERY

August 6, 2025

Rex Scott, Chair
Ms. Jennifer Allen
Mr. Andrés Cano
Mr. Steve Christy
Dr. Matt Heinz

PIMA COUNTY BOARD OF SUPERVISORS

County Administration Building
33 North Stone Avenue, 11th Floor
Tucson, Arizona 85701

Re: The Industrial Development Authority of the County of Pima – Notice of Intention to Issue Obligations – Multifamily Housing Revenue Bonds (Flats at Ballpark Village) Series 2025 and Multifamily Housing Revenue Note (Flats at Ballpark Village) Series 2025 – In a Combined Total Aggregate Principal Amount Not to Exceed \$60,000,000

Dear Chair and Members of the Board:

At its regular meeting to be held on August 8, 2025, The Industrial Development Authority of the County of Pima (the “*Authority*”), will consider granting its final approval to a resolution authorizing (i) the issuance of its Multifamily Housing Revenue Bonds (Flats at Ballpark Village) Series 2025 (the “*Bonds*”), in one or more series, on a tax-exempt and/or taxable basis and (ii) upon the mandatory tender of the Bonds and the payment of the purchase price of the Bonds, the execution and delivery of its Multifamily Housing Revenue Note (Flats at Ballpark Village) Series 2025 in one or more series or subseries (the “*Governmental Lender Note*” and together with the Bonds, the “*Obligations*”) to be exchanged for the Bonds, pursuant to a plan of financing in a combined total aggregate principal amount of not to exceed \$60,000,000, the proceeds of which will be loaned to Flats at Ballpark Village, LP (the “*Borrower*”), (the general partner of which is FHR Flats at Ballpark Village, LLC, an Arizona limited liability company, the manager of which is Family Housing Resources, Inc., an Arizona (Tucson based) nonprofit corporation, which is exempt from taxation under Section 501(c) of the United States Internal Revenue Code of 1986, as amended). In addition, the Authority’s resolution reallocates carryforward volume cap required for the Obligations.

As always, this issuance of the Obligations is subject to the approval of the Pima County Board of Supervisors. Therefore, the Authority respectfully requests that this matter be placed on the Board of Supervisors’ Regular Meeting Agenda scheduled for August 18, 2025, for the purpose of having the Board of Supervisors approve the action of the Authority. Enclosed herewith are the following:

1. Fact Summary; and
2. Resolution of the Board of Supervisors.

Attached is a copy of the Resolution to be considered by the Authority. A public hearing will be held on August 7, 2025 pursuant to the Internal Revenue Code and federal income tax regulations relating to the issuance of the Obligations. If there are comments or objections to the Project or the issuance of the Obligations, we will let you know.

The proceeds of the Obligations will be loaned to the Borrower to be used for the purpose of (i) financing the acquisition, construction, improvement, development, equipping and/or operation of residential real property (including improvements and facilities functionally related thereto) consisting of 194 units, all or a portion of which will provide housing for low-to-moderate income tenants, on certain real property located on the southwest corner of South Bullard Avenue and Yuma Road in Goodyear, Arizona and to be commonly known as "Flats at Ballpark Village", (ii) funding any required reserve funds, (iii) paying capitalized interest, if any, on the Obligations and (iv) paying the costs of issuance for the Obligations (collectively, the "*Project*"). A more detailed description of the Project is contained in the attached Fact Summary.

The Obligations are to be issued in accordance with Title 35, Chapter 5, of the Arizona Revised Statutes, as amended (the "*Act*"). The Bonds will be issued as fully registered bonds and will be initially publicly sold by KeyBanc Capital Markets, Inc.. The Borrower intends to apply for a rating on the Bonds; if the rating is investment grade, the Bonds will be issued as fully registered bonds in minimum denominations of \$5,000 and integral multiples of \$1,000 in excess thereafter; if the rating is not investment grade, the Bonds will be sold only to "Qualified Institutional Buyers" within the meaning of Rule 144A of the Rules adopted pursuant to the Securities Act of 1933, as amended, or "Accredited Investors" within the meaning of Rule 501 of the Rules governing the limited offer and sale of securities without registration under the Securities Act of 1933 and in denominations of \$100,000 and integral multiples of \$1,000 thereafter until such time as the rating on the Bonds is investment grade.

Upon compliance with the conditions for the mandatory tender of the Bonds and payment of the purchase price of the Bonds by U.S. Bank Trust Company, National Association as trustee with respect to the Bonds (the "*Trustee*"), the Bonds will be exchanged for the Governmental Lender Note (the "*Exchange*"). Pursuant to the mandatory tender requirement set forth in the Trust Indenture, between the Authority and the Trustee (the "*Indenture*"), the public holders of the Bonds will deliver such Bonds to the Trustee as part of the Exchange for payment of the purchase price of the Bonds by the Trustee using the proceeds of the below-defined Funding Loan and other funds pursuant to the Indenture. On the date the Bonds are tendered, pursuant to the previously approved documents, a funding loan (the "*Funding Loan*") will be made by the below-defined Funding Lender to the Authority, and the Authority will execute and deliver the Governmental Lender Note in exchange for the Bonds. The Indenture, together with the Loan Agreement between the Authority and the Borrower (the "*Loan Agreement*"), will then be superseded by the Funding Loan Agreement between the Authority and the Funding Lender (the "*Funding Loan Agreement*"), and the Borrower Loan Agreement, between the Authority and the Borrower (the "*Borrower Loan Agreement*"). Pursuant to a Forward Commitment Agreement, the funding lender and holder of the Governmental Lender Note after the Exchange, will be Citibank, N.A., a national banking association (the "*Funding Lender*").

As always, the Obligations are special limited obligations of the Authority. The Bonds are payable solely from payments made by the Borrower pursuant to the Loan Agreement and secured by cash collateral pledged to the holders pursuant to the Indenture. The Governmental Lender Note is payable solely from payments made by the Borrower pursuant to the Borrower Loan Agreement, and secured by a deed of trust on the Borrower's facilities in favor of the Funding Lender. Neither the faith and credit, nor the taxing power of the Authority or Pima County or any other political subdivision thereof, are pledged to the payment of the Bonds or the Governmental Lender Note. The Authority has no taxing power.

Please contact me prior to the meeting to answer any questions you may have, or I can meet with you at your convenience.

Thank you for your consideration of this matter.

Sincerely,

SLANIA LAW, PLLC.

A small, square, black and white icon representing a signature or stamp.

Michael A. Slania
Attorney for the Authority

MAS/ub
Enclosures

c: Ms. Melissa Manriquez, Clerk (with enclosures)
Bobby Yu, Esq., Counsel to the Board
Jan Leshner, Pima County Administrator
Frank Dillon, Deputy Director Economic Development Office

FACT SUMMARY

**THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF PIMA
MULTIFAMILY HOUSING REVENUE BONDS
(FLATS AT BALLPARK VILLAGE) SERIES 2025 AND
THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF PIMA
MULTIFAMILY HOUSING REVENUE NOTE
(FLATS AT BALLPARK VILLAGE PROJECT) SERIES 2025**

The following is a brief Fact Summary of the proposed bond and note issue:

The Bonds	The Authority will issue its Multifamily Housing Revenue Bonds (Flats at Ballpark Village) Series 2025 in one or more series or subseries (the “ <i>Bonds</i> ”), in an original principal amount not to exceed \$60,000,000 and a maturity date not to exceed forty (40) years. The Bonds will be issued in one or more series. The Bonds will be fixed rate bonds which reset if remarketed. The average interest rate on the Bonds shall not be greater than twelve percent (12%) per annum. The Bonds may be redeemed at the option of the Borrower with the consent of the Authority and, under certain circumstances, must be redeemed prior to their stated maturity date.
Public Sale	The Bonds will be initially publicly offered by KeyBanc Capital Markets, Inc. (the “ <i>Underwriter</i> ”) pursuant to an Official Statement. The Borrower intends to apply for a rating on the Bonds; if the rating is investment grade, the Bonds will be issued as fully registered bonds in minimum denominations of \$5,000 and integral multiples of \$1,000 in excess thereafter; if the rating is not investment grade, the Bonds will be sold only to “ <i>Qualified Institutional Buyers</i> ” within the meaning of Rule 144A of the Rules adopted pursuant to the Securities Act of 1933, as amended, or “ <i>Accredited Investors</i> ” within the meaning of Rule 501 of the Rules governing the limited offer and sale of securities without registration under the Securities Act of 1933 and in denominations of \$100,000 and integral multiples of \$1,000 thereafter until such time as the rating on the Bonds is investment grade..
The Borrower	Flats at Ballpark Village, L.P. (the “ <i>Borrower</i> ”), (the general partner of which is FHR Flats at Ballpark Village, LLC, an Arizona limited liability company, the manager of which is Family Housing Resources, Inc., an Arizona (Tucson based) nonprofit corporation) and an organization described in Section 501(c) of the Internal Revenue Code of 1986, as amended (the “ <i>Code</i> ”). The Borrower is acquiring the Facilities (as defined herein), and the Borrower has chosen FPI

Management, Inc. as the property manager to manage the Facilities.

The Facilities As part of the project described below (the “*Project*”), the Borrower will acquire certain real property located on the southwest corner of South Bullard Avenue and Yuma Road in Goodyear, Arizona (the “*Facilities*”).

The Project The Project consists of the purpose of financing the acquisition, construction, improvement, development, equipping and/or operation of residential real property consisting of 194 units, all or a portion of which will provide housing for low-to-moderate income tenants, on certain real property located at the Facilities and to be commonly known as “Flats at Ballpark Village”.

Bond Proceeds The proceeds of the Bonds will be loaned by the Authority to the Borrower (the “*Authority Loan*”) for the purpose of (i) financing and/or refinancing the Project described herein, (ii) funding any required reserve funds; (iii) paying capitalized interest, if any, on the Bonds and (iv) paying the costs of issuance of the Bonds.

Exchange Upon compliance with the conditions for the mandatory tender of the Bonds and payment of purchase price of the Bonds by the Trustee, the Bonds will be exchanged for the Authority’s Multifamily Housing Revenue Note (Flats at Ballpark Village Project) Series 2025 (the “*Governmental Lender Note*”). Pursuant to the mandatory tender provisions in the Indenture, the holders of the Bonds will deliver such Bonds to the trustee in exchange for the purchase price of the Bonds, using the proceeds of the below-defined Funding Loan (the “*Exchange*”). On the date the Bonds are tendered, pursuant to the previously approved documents, a funding loan will be made by the below-defined Funding Lender to the Authority, and the Authority will execute and deliver the Governmental Lender Note in exchange for the Bonds. The Indenture and the Loan Agreement will then be superseded by the below defined Funding Loan Agreement and the Borrower Loan Agreement. Pursuant to a Forward Commitment Agreement, the funding lender and holder of the Governmental Lender Note after the Exchange will be Citibank, N.A., a national banking association (the “*Funding Lender*”).

The Governmental Lender Note The Governmental Lender Note will be unrated and directly purchased by the Funding Lender, as funding lender under the Funding Loan Agreement between the Authority and the Funding Lender (the “*Funding Loan Agreement*”). The Funding Lender may only transfer the Note to (1) a “qualified institutional buyer” (“*QIB*”) as defined in Rule 144A

promulgated under the Securities Act of 1933 that is a financial institution or commercial bank having capital and surplus of \$5,000,000,000 or more, (2) an affiliate of the Funding Lender, (3) a trust or custodial arrangement established by the Funding Lender or one of its affiliates or any state or local government or any agency or entity which is a political subdivision of a federal, state or local government (a “*Governmental Entity*”), in each case (i) the beneficial interests in which will be owned only by QIBs or (ii) the beneficial interests in which will be rated in the “BBB” category or higher without regard to modifier (or the equivalent investment grade category) by at least one nationally recognized rating agency, or (4) a Governmental Entity (each, an “*Approved Transferee*”). The Funding Lender, as the initial purchaser of the Governmental Lender Note, will be required to execute a Representations Letter (the equivalent of an “investor letter”) in the form attached to the Funding Loan Agreement (which will include a representation that the Funding Lender is an Approved Transferee).

Documentation for the Obligations. . Pursuant to the Loan Agreement between the Authority and the Borrower for the Bonds (which, at the time of the Exchange, will then be superseded by the Borrower Loan Agreement for the Governmental Lender Note), the Borrower has agreed to make payments to the Authority sufficient to pay the principal of premium, if any, and interest on the Bonds and/or the Governmental Lender Note when due. All rights of the Authority in and to the Loan Agreement, except certain rights to indemnification and payment of expenses, will be assigned to U.S. Bank Trust Company, National Association, as Trustee (the “*Trustee*”) under the Trust Indenture. All rights of the Authority in and to the Borrower Loan Agreement, except certain rights to indemnification and payment of expenses, will be pledged to the Funding Lender.

Security for the Obligations The Trustee will receive, as security for the loan to the Borrower, cash collateral and a pledge of the revenues of the Loan Agreement. The Borrower’s repayment obligations in respect of the Authority Loan will be evidenced by a promissory note (the “*Promissory Note*”), which will be delivered to the Authority and endorsed by the Authority to the Trustee. Upon the Exchange, the Promissory Note will be replaced and the Borrower’s repayment obligations in respect of the loan pursuant to the Borrower Loan Agreement between the Authority and the Borrower will be evidenced by an amended and restated multifamily note delivered by the Borrower to the Funding Lender, as assignee of the Authority, and dated the date of the Exchange. The Bonds, the Governmental Lender Note and any interest thereon are not general obligations of the Authority and are not an

indebtedness of the Authority, Pima County, the State of Arizona, or any political subdivision thereof within the meaning of any Arizona constitutional or statutory provision whatsoever. Principal of, premium, if any, and interest on the Bonds and the Governmental Lender Note are payable solely out of the revenues derived from the Loan Agreement and/or the Borrower Loan Agreement (other than to the extent payable out of proceeds of the Bonds, the Governmental Lender Note or income from the temporary investment thereof). Neither the faith and credit nor the taxing power, if any, of the Authority, Pima County, the State of Arizona, or any political subdivision thereof, is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or the Governmental Lender Note. The Authority has no taxing power.

RESOLUTION NO. 2025 - ____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA APPROVING THE PROCEEDINGS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF PIMA REGARDING THE ISSUANCE OF ITS MULTIFAMILY HOUSING REVENUE BONDS (FLATS AT BALLPARK VILLAGE) SERIES 2025 AND ITS MULTIFAMILY HOUSING REVENUE NOTE (FLATS AT BALLPARK VILLAGE) SERIES 2025, IN A COMBINED TOTAL AGGREGATE PRINCIPAL AMOUNT NOT-TO-EXCEED \$60,000,000, AND DECLARING AN EMERGENCY

WHEREAS, The Industrial Development Authority of the County of Pima (the “*Authority*”) pursuant to the Industrial Development Financing Act, Title 35, Chapter 5, Arizona Revised Statutes, as amended (the “*Act*”), is authorized to (i) issue its Multifamily Housing Revenue Bonds (Flats at Ballpark Village) Series 2025 in one or more series or subseries (collectively, the “*Bonds*”) and (ii) upon the mandatory tender of the Bonds and the payment of the purchase price of the Bonds, to execute and deliver its Multifamily Housing Revenue Note (Flats at Ballpark Village) Series 2025 in one or more series or subseries (the “*Governmental Lender Note*” and together with the Bonds, the “*Obligations*”) to be exchanged for the Bonds, pursuant to a plan of financing in a combined total aggregate principal amount of not to exceed \$60,000,000, the proceeds of which are to be loaned to Flats at Ballpark Village, L.P., an Arizona limited partnership (the “*Borrower*”), (the general partner of which is FHR Flats at Ballpark Village, LLC, an Arizona limited liability company, the manager of which is Family Housing Resources, Inc., an Arizona nonprofit corporation), for the purpose of (i) financing the acquisition, construction, improvement, development equipping and/or operation of residential real property (including improvements and facilities functionally related and subordinate thereto) consisting of 194 units, all or a portion of which will be set aside to provide housing for low-to-moderate income tenants, on certain real property located on the southwest corner of South Bullard Avenue and Yuma Road in Goodyear, Arizona and to be commonly known as “Flats at Ballpark Village”, (ii) funding any required reserve funds, (iii) paying capitalized interest, if any, on the Obligations and (iv) paying the costs of issuance for the Obligations (collectively, the “*Project*”); and

WHEREAS, on August 8, 2025, the Authority resolved to issue the Obligations in a combined total aggregate amount not to exceed \$60,000,000 (the “*Authority’s Resolution*”), such issuance being conditioned upon, among other things, the granting of approval to the issuance of the Obligations by the Pima County Board of Supervisors; and

WHEREAS, the Authority’s Resolution has been made available to the Pima County Board of Supervisors, and the Authority’s Resolution has been duly considered this date; and

WHEREAS, the Authority’s Resolution authorizes, among other things, the issuance of the Obligations, and the execution and delivery of (i) a Trust Indenture relating to the Bonds, between the Authority and U.S. Bank Trust Company, National Association, as the bond trustee named therein (the “*Trust Indenture*”), (ii) a Loan Agreement relating to the Bonds, between the Authority and the Borrower (the “*Loan Agreement*”), (iii) a Funding Loan Agreement relating to the Governmental Lender Note, between the Authority and Citibank, N.A., as funding lender thereunder (the “*Funding Loan Agreement*”), (iv) a Borrower Loan Agreement relating to the Governmental Lender Note, between the Authority and the Borrower (the “*Borrower Loan Agreement*”), and (v) such other documents as required for the issuance of the Obligations; and

WHEREAS, the terms, maturities, provisions for redemption, security and sources of payment for the Bonds are set forth in the forms of the Trust Indenture, the Loan Agreement and the Bonds themselves; and

WHEREAS, the terms, maturities, provisions for redemption, security and sources of payment for the Governmental Lender Note are set forth in the forms of the Funding Loan Agreement, the Borrower Loan Agreement and the Governmental Lender Note itself; and

WHEREAS, copies of said documents have been made available to the Pima County Board of Supervisors, together with the Authority's Resolution; and

WHEREAS, the Pima County Board of Supervisors has been informed that said documents have been reviewed by competent Bond Counsel, Kutak Rock LLP, and said Bond Counsel has determined that said documents adequately meet the requirements of the Act and applicable provisions of the Internal Revenue Code of 1986, as amended (the "*Code*"); and

WHEREAS, in accordance with Section 35-721.B of the Act, the proceedings of the Authority under which the Bonds are to be issued require the approval of the Board of Supervisors of the issuance of the Bonds; and

WHEREAS, pursuant to Section 147(f) of the Code, the chief elected official representing this Board of Supervisors must approve the issuance of the Bonds after a public hearing following reasonable public notice, which hearing has been conducted by the Authority; and

WHEREAS, this Board has presented to it information regarding the Bonds and information regarding the public hearing held by the Authority concerning the Bonds and is further informed and advised with regard to the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA, as follows:

1. Pursuant to Section 147(f) of the Code and the Act, the Board of Supervisors, as the governing body of the Authority and the applicable elected representative of a governmental unit having jurisdiction over the facilities to be financed or refinanced with the proceeds of the Obligations, hereby approves the Obligations and the proceedings under which the Obligations are to be issued by the Authority, including specifically the Authority's Resolution described above, the Trust Indenture, the Loan Agreement, the Funding Loan Agreement, the Borrower Loan Agreement and all other related or appropriate documents.
2. This Resolution shall be in full force and effect from and after its passage as provided by law, and any provisions of any previous resolutions in conflict with the provisions herein are hereby superseded.
3. The appropriate officers of the Pima County Board of Supervisors are hereby authorized and directed to do all such things and to execute and deliver all such documents on behalf of Pima County as may be necessary or desirable to effectuate the intent of this Resolution and the Authority's Resolution in connection with the issuance of the Obligations.

4. It is necessary for the preservation of the peace, health and safety of the County that this resolution become immediately effective, and, accordingly, an emergency is hereby declared to exist, and this resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Board of Supervisors of Pima County, Arizona this 8th day of August, 2025.

Rex Scott, Chair
PIMA COUNTY BOARD OF SUPERVISORS

ATTEST:

Melissa Manriquez, Clerk
PIMA COUNTY BOARD OF SUPERVISORS

APPROVED AS TO FORM:

KUTAK ROCK LLP
Bond Counsel

By: _____

