

FLORIDA HOUSING FINANCE CORPORATION
Board Meeting
July 30, 2021
Consent Items



COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RELIEF (CDBG-DR)

Consent

I. COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RELIEF (CDBG-DR)

A. Request Approval of CDBG-DR and Non-Competitive Housing Credits Credit Underwriting Report for Brisas del Este Apartments (2020-056D)

Development Name: Brisas del Este Apartments	Location: Miami-Dade County
Applicant/Borrower: Brisas del Este Apartments, LLC.	Set-Aside(s): 90% @ 80% AMI (Workforce) 10% @ 28% AMI (ELI) 50% of ELI Units or 5% of Total Units (LINK)
Developer/Principal: Brisas del Este Apartments Developer, LLC.	Demographic/Number of Units: Disaster Relief/Workforce/161 units
Requested Amounts (Development Funding): Community Development Block Grant – Disaster Relief (CDBG-DR): \$5,000,000 Non-Competitive Housing Credits: \$2,341,360 annually	Development Category/Type: New Construction/High-Rise

1. Background/Present Situation

- a) On July 30, 2019, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2019-102 for Community Development Block Grant – Disaster Recovery to be used in conjunction with Tax-Exempt MMRB and Non-Competitive Housing Credits in Counties Deemed Hurricane Recovery Priorities.
- b) On April 17, 2020, the Board approved the final scores and recommendations for the RFA and directed staff to proceed with all necessary credit underwriting activities for the thirteen (13) eligible Applicants.
- c) On April 23, 2020, staff issued a preliminary commitment letter. In accordance with the RFA, the Developer has an April 23, 2021 deadline to complete the credit underwriting report and be issued a firm loan commitment.
- d) At the March 12, 2021 Board meeting the Board approved the requests for an additional six months to complete the credit underwriting report and issue a firm loan commitment through October 28, 2021 and waived applicable extension fees.
- e) On July 20, 2021, staff received a final credit underwriting report with a positive recommendation for a CDBG-DR loan in the amount of \$5,000,000 and Non-Competitive Housing Credits annually in the amount of \$2,341,360 ([Exhibit A](#)). Staff has reviewed this report and finds that the Development meets the requirements of the RFA.

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RELIEF (CDBG-DR)

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2. Recommendation

- a) Approve the final credit underwriting report and direct staff to proceed with issuance of a firm loan commitment and loan closing activities subject to further approvals and verifications by the Credit Underwriter, Special Counsel and the appropriate Florida Housing Staff.

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RELIEF (CDBG-DR)

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B. Request Approval of RFA Waiver Requests to Extend the Loan Closing Deadline and Waive Loan Closing Extension Fees for Cardinal Corner (2020-005D)

Development Name: Cardinal Corner (“Development”)	Location: DeSoto County
Developer: Heartland Development Group, LLC. (“Developer”)	Set-Aside: 90% @ 80% AMI 10% @ 40% AMI
Type: New Construction/Duplexes	CDBG-DR: \$4,994,200
Total Number of Units: 48	Demographics: Disaster Relief/Workforce

1. Background/Present Situation

- a) The Applicant applied for funding under Request for Applications (“RFA”) 2019-103, seeking an allocation of CDBG-DR Financing to be Used for Small Rental Developments in Hurricane Irma Impacted Areas Deemed Hurricane Recovery Priorities.
- b) On December 13, 2019, the Board approved the final scores and recommendations for the RFA and directed staff to proceed with all necessary credit underwriting activities.
- c) On December 26, 2019, the Corporation issued a preliminary commitment letter. In accordance with the RFA, the Developer had a December 26, 2020 deadline to complete the credit underwriting report.
- d) At the October 16, 2020 Board meeting the Board approved the credit underwriting report dated September 23, 2020 for a CDBG-DR loan in the amount of \$4,994,200. The loan is tentatively scheduled to close in December 2021.
- e) At the April 30, 2021 Board meeting the Board approved 1) Borrower’s requested increase in their construction and permanent first mortgage from \$2,896,728 to \$3,600,000 and 2) the reduction in the CDBG-DR units from 48 to 41, with the remaining 7 units as market rate units.
- f) At the June 18, 2021 Board meeting the Board approved an RFA Waiver Request asking to change the ownership structure of the Development due to “being located in an Opportunity Zone” which may provide additional funding and benefits.
- g) On July 13, 2021, staff received an RFA Waiver Request ([Exhibit B](#)) requesting a loan closing extension beyond the 90 days through December 31, 2021 “due to a sharp rise in construction costs” and waiver of loan closing extension fees.

2. Recommendation

- a) Approve the RFA Waiver Request allowing the loan closing to be extended through December 31, 2021. Additionally, due to the funding source and nature of the CDBG-DR funds, approve the request to waive applicable extension fees.

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RELIEF (CDBG-DR)

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C. Request Approval of Garden View Apartments (2020-001D) Loan Closing Extension and Waiver of the Extension Fee

Development Name: Garden View Apartments	Location: Monroe County
Applicant/Borrower: The Housing Authority of the City of Key West, Florida	Set-Aside(s): 100% @ 80% AMI (Workforce) 10% @ 25% AMI (ELI) 50% of ELI Units or 5% of Total Units (LINK)
Developer/Principal: The Housing Authority of the City of Key West, Florida / Randy Sterling	Demographic/Number of Units: Disaster Relief/Workforce/103 units
Requested Amounts: Community Development Block Grant – Disaster Relief (CDBG-DR) \$8,000,000 (Development Funding); \$3,600,000 (Land Acquisition Funding)	Development Category/Type: New Construction/Garden Apartments

1. Background/Present Situation

- a) On July 2, 2019, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2019-101 for Community Development Block Grant – Disaster Recovery Financing for Workforce Housing for Hurricane Recovery in Monroe County.
- b) On September 20, 2019, the Board approved the final scores and recommendations for the RFA and directed staff to proceed with all necessary credit underwriting activities for the four (4) eligible Applicants.
- c) On October 1, 2019, staff issued a preliminary commitment letter. In accordance with the RFA, the Developers had an October 1, 2020 deadline to complete the credit underwriting report and be issued a firm loan commitment. Pursuant to the RFA the Applicants may request one extension of the deadline of up to six months.
- d) At the September Board meeting staff received a request and the Board approved an extension of the October 1, 2020 firm loan commitment deadline for six months until April 1, 2021.
- e) On February 1, 2021, staff received a request from the Developer to waive the RFA requirement and grant an additional two-month extension on the firm loan commitment deadline until June 1, 2021, due to conditions created by the COVID-19 pandemic. They also requested a waiver of the extension fee. The requests were approved at the March 12, 2021 Board Meeting.
- f) On April 30, 2021, the Board approved the final credit underwriting report.
- g) On June 22, 2021, staff received a request from the developer ([Exhibit C](#)) to extend the loan closing deadline ninety (90) days from September 3, 2021 until December 2, 2021. The Developer is waiting for final clearance from the Florida Department of Environmental Protection (FDEP) for earlier site remediation work performed on the parcel and adjacent parcels. Additionally, the Developer requested a waiver of the extension fee.

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RELIEF (CDBG-DR)

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2. Recommendation

- a) Approve the request to allow an additional ninety days until December 2, 2021 for the Developer to close the loan. Additionally, due to the funding source and nature of the CDBG-DR funds, approve the request to waive applicable extension fees.

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RELIEF (CDBG-DR)

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D. Request Approval of Firm Loan Commitment Issuance Deadline Extension and a Waiver of the Extension Fee for Key West Scattered Sites (2020-447D)

Development Name: Key West Scattered Sites	Location: Monroe County
Applicant/Borrower: The Housing Authority of the City of Key West, Florida	Set-Aside(s): 100% @ 80% AMI (Workforce) 10% @ 25% AMI (ELI) 50% of ELI Units or 5% of Total Units (LINK)
Developer/Principal: The Housing Authority of the City of Key West, Florida / Randy Sterling	Demographic/Number of Units: Disaster Relief/Workforce/7 units
Requested Amounts: Community Development Block Grant – Disaster Relief (CDBG-DR) \$1,815,582	Development Category/Type: New Construction/Single Family Homes

1. Background/Present Situation

- a) On January 7, 2020, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2020-302 for Community Development Block Grant – Disaster Recovery in Monroe County.
- b) On April 17, 2020, the Board approved the final scores and recommendations for the RFA and directed staff to proceed with all necessary credit underwriting activities for the three (3) eligible Applicants.
- c) On April 23, 2020, staff issued a preliminary commitment letter. In accordance with the RFA, the Developers had an April 27, 2020 deadline to complete the credit underwriting report and be issued a firm loan commitment. Pursuant to the RFA the Applicants may request one extension of the deadline of up to six months.
- d) On February 1, 2021, staff received a request from the Applicant to extend the April 27, 2021 firm loan commitment deadline for six months until October 27, 2021 due to conditions created by the COVID-19 pandemic. They are also requested a waiver of the extension fee. The Board approved both requests at the March 12, 2021 Meeting.
- e) On June 22, 2021, the Applicant requested a six-month extension from October 27, 2021 ([Exhibit D](#)). The extension is necessary to obtain additional local government financing to bridge a funding gap created by significant material cost increases.

2. Recommendation

- a) Approve the request to allow an additional six months to April 27, 2022, to complete the credit underwriting report and issue a firm loan commitment. Additionally, due to the funding source and nature of the CDBG-DR funds, approve the request to waive applicable extension fees.

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RELIEF (CDBG-DR)

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E. Request Approval of Firm Loan Commitment Issuance Deadline Extension and a Waiver of the Extension Fee for Lower Keys Scattered Sites (2020-003D)

Development Name: Lower Keys Scattered Sites	Location: Monroe County
Applicant/Borrower: Monroe County Housing Authority	Set-Aside(s): 100% @ 80% AMI (Workforce) 10% @ 25% AMI (ELI) 50% of ELI Units or 5% of Total Units (LINK)
Developer/Principal: Monroe County Housing Authority / Randy Sterling	Demographic/Number of Units: Disaster Relief/Workforce/12 units
Requested Amounts: Community Development Block Grant – Disaster Relief (CDBG-DR) \$3,342,602 (Development Funding); \$1,353,989 (Land Acquisition Funding)	Development Category/Type: New Construction/Single Family Homes

1. Background/Present Situation

- a) On July 2, 2019, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2019-101 for Community Development Block Grant – Disaster Recovery Financing for Workforce Housing for Hurricane Recovery in Monroe County.
- b) On September 20, 2019, the Board approved the final scores and recommendations for the RFA and directed staff to proceed with all necessary credit underwriting activities for the four (4) eligible Applicants.
- c) On October 1, 2019, staff issued a preliminary commitment letter. In accordance with the RFA, the Developers had an October 1, 2020 deadline to complete the credit underwriting report and be issued a firm loan commitment. Pursuant to the RFA the Applicants may request one extension of the deadline of up to six months.
- d) At the September Board meeting staff received a request and the Board approved an extension of the October 1, 2020 firm loan commitment deadline for six months until April 1, 2021.
- e) On February 1, 2021, staff received a request from the developer to waive the RFA requirement and grant an additional six-month extension on the firm loan commitment deadline until October 1, 2021 due to conditions created by the COVID-19 pandemic. They are also requesting a waiver of the extension fee. The Board approved both requests at the March 12, 2021 Meeting.
- f) On June 22, 2021, the Applicant requested a six-month extension from October 27, 2021 ([Exhibit E](#)). The extension is necessary to obtain additional local government financing to bridge a funding gap created by significant material cost increases.

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RELIEF (CDBG-DR)

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2. Recommendation

- a) Approve the request to allow an additional six months to April 27, 2022, to complete the credit underwriting report and issue a firm loan commitment. Additionally, due to the funding source and nature of the CDBG-DR funds, approve the request to waive applicable extension fees.

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RELIEF (CDBG-DR)

Consent

F. Request Approval of Firm Loan Commitment Issuance Deadline Extension and a Waiver of the Extension Fee for Monroe County Scattered Sites (2020-004D)

Development Name: Monroe County Scattered Sites	Location: Monroe County
Applicant/Borrower: Monroe County Housing Authority	Set-Aside(s): 100% @ 80% AMI (Workforce) 10% @ 25% AMI (ELI) 50% of ELI Units or 5% of Total Units (LINK)
Developer/Principal: Monroe County Housing Authority / Randy Sterling	Demographic/Number of Units: Disaster Relief/Workforce/20 units
Requested Amounts: Community Development Block Grant – Disaster Relief (CDBG-DR) \$5,084,048 (Development Funding); \$2,000,000 (Land Acquisition Funding)	Development Category/Type: New Construction/Single Family Homes

1. Background/Present Situation

- a) On July 2, 2019, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2019-101 for Community Development Block Grant – Disaster Recovery Financing for Workforce Housing for Hurricane Recovery in Monroe County.
- b) On September 20, 2019, the Board approved the final scores and recommendations for the RFA and directed staff to proceed with all necessary credit underwriting activities for the four (4) eligible Applicants.
- c) On October 1, 2019, staff issued a preliminary commitment letter. In accordance with the RFA, the Developers had an October 1, 2020 deadline to complete the credit underwriting report and be issued a firm loan commitment. Pursuant to the RFA the Applicants may request one extension of the deadline of up to six months.
- d) At the September 4, 2020 Board meeting the Board approved an extension of the October 1, 2020 firm loan commitment deadline for six months until April 1, 2021.
- e) On February 1, 2021, staff received a request from the developer to waive the RFA requirement and grant an additional six-month extension on the firm loan commitment deadline until October 1, 2021 due to conditions created by the COVID-19 pandemic. They are also requesting a waiver of the extension fee. The Board approved both requests at the March 12, 2021 Meeting.
- f) On June 22, 2021, the Applicant requested a six-month extension from September 1, 2021 to April 1, 2022 ([Exhibit F](#)). The extension is necessary to obtain additional local government financing to bridge a funding gap created by significant material cost increases.

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RELIEF (CDBG-DR)

Consent

2. Recommendation

- a) Approve the request to allow an additional six months to complete the credit underwriting report and issue a firm loan commitment. Additionally, due to the funding source and nature of the CDBG-DR funds, approve the request to waive applicable extension fees.

ELDERLY HOUSING COMMUNITY LOAN PROGRAM (EHCL)

Consent

I. ELDERLY HOUSING COMMUNITY LOAN PROGRAM (EHCL)

A. Request Approval of Credit Underwriting Report for Pine Grove Apartments (2020-377E)

Development Name: Pine Grove Apartments	Location: Alachua County
Applicant/Borrower: Pine Grove VOA Affordable Housing, LP	Set-Asides: 20% @ 50% AMI (EHCL) 80% @ 60% AMI (EHCL)
Developer/Principal: Volunteers of America National Services/Jack Gordon	Demographic/Number of Units: Elderly/97 units
Requested Amounts: \$750,000 Elderly Housing Community Loan (EHCL)	Development Category/Type: Rehabilitation/Garden Apartments

1. Background/Present Situation

- a) On September 24, 2019, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2019-118 for Elderly Housing Community Loan.
- b) On January 24, 2020, the Board approved the final scores and recommendations for the RFA and directed staff to proceed with all necessary credit underwriting activities.
- c) On January 30, 2020, staff issued an invitation to enter credit underwriting to the Applicant, which states that the firm loan commitment must be issued within 12 months of the acceptance to enter credit underwriting. The acceptance was acknowledged on January 31, 2020, giving them a firm loan commitment issuance deadline of January 31, 2021. Applicants may request one (1) extension of up to 6 months to secure a firm loan commitment.
- d) On January 22, 2021, the Board approved the request to extend the firm loan commitment issuance deadline from January 31, 2021 to July 31, 2021.
- e) On July 16, 2021, staff received a final credit underwriting report with a positive recommendation for funding ([Exhibit A](#)). Staff has reviewed this report and finds that the development meets all requirements of the RFA.

2. Recommendation

- a) Approve the final credit underwriting report and direct staff to proceed with issuance of a firm commitment and closing activities.

ELDERLY HOUSING COMMUNITY LOAN PROGRAM (EHCL)

Consent

B. Request Approval of Credit Underwriting Report for Creekside Manor (2020-378E)

Development Name: Creekside Manor	Location: Pinellas County
Applicant/Borrower: Creekside Manor VOA Affordable Housing, LP	Set-Asides: 20% @ 50% AMI (EHCL) 80% @ 60% AMI (EHCL)
Developers/Principals: Volunteers of America National Services/Jack Gordon	Demographic/Number of Units: Elderly/92 units
Requested Amounts: \$750,000 Elderly Housing Community Loan (EHCL)	Development Category/Type: Rehabilitation/Mid-Rise

1. Background/Present Situation

- a) On September 24, 2019, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2019-118 for Elderly Housing Community Loan.
- b) On January 24, 2020, the Board approved the final scores and recommendations for the RFA and directed staff to proceed with all necessary credit underwriting activities.
- c) On January 30, 2020, staff issued an invitation to enter credit underwriting to the Applicant, which states that the firm loan commitment must be issued within 12 months of the acceptance to enter credit underwriting. The acceptance was acknowledged on January 31, 2020, giving them a firm loan commitment issuance deadline of January 31, 2021. Applicants may request one (1) extension of up to 6 months to secure a firm loan commitment.
- d) On January 22, 2021, the Board approved the request to extend the firm loan commitment issuance deadline from January 31, 2021 to July 31, 2021.
- e) On July 16, 2021, staff received a final credit underwriting report with a positive recommendation for funding ([Exhibit B](#)). Staff has reviewed this report and finds that the development meets all requirements of the RFA.

2. Recommendation

- a) Approve the final credit underwriting report and direct staff to proceed with issuance of a firm commitment and closing activities.

HOUSING CREDITS

Consent

I. HOUSING CREDITS

A. Request Approval of Applicant Entity Structure Change for Cherry Village (RFA 2020-204/2021-045C)

Development Name: Cherry Village	Location: Miami-Dade County
Applicant/Borrower: Cherry Village, L.P.	Set-Asides: 20% @ 25% AMI and 80% @ 60% AMI
Developer/Principal: Cherry Village Developer, LLC/Robert K. Trent	Demographic/Number of Units: Elderly, Non-ALF/147
Requested Amounts: \$1,719,208.00 Housing Credits	Development Category/Type: Acquisition and Preservation/Garden

1. Background/Present Situation

- a) Cherry Village, L.P. (“Applicant”) applied for and was awarded funding from Request for Applications (RFA) 2020-204 for Housing Credit Financing for the Preservation of Existing Affordable Multifamily Housing Developments. The funds are being utilized to finance the acquisition and preservation of a 147-unit Elderly, Non-ALF, development in Miami-Dade County. On February 3, 2021, Housing Credit staff issued an invitation to the Applicant to enter credit underwriting, and subsequently executed a Carryover Allocation Agreement on June 8, 2021.

- b) On June 22, 2021, Florida Housing received a letter from the Applicant requesting to make a material change to the Applicant entity structure. The Applicant proposes to insert WCO Cherry Village GP, Inc. (“WCO”) as the new .0090% General Partner. The original General Partner, Cherry Village GP, LLC, will become the .0010% Non-Investor Limited Partner, and Robert K. Trent will remain the Investor Limited Partner but with an increased ownership percentage of 99.99% (increased from 95% originally). The sole shareholder of WCO will be Woodbine Community Organization (WCO), Inc. (“Woodbine”), and the sole Officer/Director will be Anthony Woodham. The Executive Director of Woodbine will be Anthony Woodham and the Officer/Directors will be Thomas Derrick, Carla Jarrell, Quatrice McKinney, Benjamin Mercer, Anna Page, Glen Page, Tracey Patterson, Floyd Shechter, and Memorie White. The Developer organizational structure will remain the same. The letter and the current and proposed Applicant Organizational Charts are provided as [Exhibit A](#).

- c) The Applicant requests this change to satisfy Section 7 of the Use Agreement executed by Seller in 2005 which requires “Ownership of the project be controlled by a nonprofit mortgagor entity or a limited partnership entity of which the general party is an entity controlled by a legitimate nonprofit affordable housing provider”. It should be noted that the Applicant purports that the structure as proposed will not qualify the Applicant as a Non-Profit Applicant for purposes of 67-48, F.A.C. and therefore, they will remain a “for-profit” Applicant.

HOUSING CREDITS

Consent

- d) Per the RFA, the Applicant entity shall be the recipient of the Housing Credits and cannot be changed in any way (materially or non-materially) until after the Carryover Allocation Agreement is in effect. Once the Carryover Allocation Agreement has been executed by all parties, (a) replacement of the Applicant or a material change in the ownership structure of the named Applicant will require Board approval prior to the change and (b) any non-material change in the ownership structure of the named Applicant will require Corporation approval prior to the change.
- e) Staff has reviewed this request and finds that the development meets all other requirements of the RFA.

2. **Recommendation**

- a) Approve the request to change the Applicant entity structure as described above.

HOUSING CREDITS

Consent

B. Request Approval of Applicant Entity Structure Change for Georgetown Square fka Redding Redevelopment (RFA 2015-106/2017-109/2016-042C/2017-298C/2018-364C/2017-290V)

Development Name: Georgetown Square Apartments f/k/a Redding Redevelopment	Location: Seminole
Applicant/Borrower: Redding Development Partners, LLC	Set Aside(s): HC: 10% @ 40% AMI and 90% @ 60% AMI
Developer/Principal: Sanford Redevelopment Partners, LLC / SHA Development, LLC / Mark Gardner	Demographic/Number of units: Elderly/90 units
Requested Amounts: \$1,510,000 Housing Credits \$1,000,000 Viability Loan Funding	Development Category/Type: New Construction/Garden

1. Background/Present Situation

- a) Redding Development Partners, LLC (“Applicant”) applied for and was awarded funding from Request for Applications (RFA) 2015-106 for Housing Credit Financing for Affordable Housing Developments Located in Medium and Small Counties. The Applicant also applied for and was awarded funding from Request for Applications (RFA) 2017-109 for Development Viability Loan Funding. The funds are being utilized to finance the construction of a 90-unit Elderly development in Seminole County.
- b) The Applicant was invited to enter credit underwriting on May 6, 2016 and subsequently, Florida Housing staff executed a 2016 Carryover Allocation Agreement on September 30, 2016. The Board approved an exchange of credits in 2017 and again in 2018. The Development currently has an allocation of 2018 credits; the 2018 Carryover was executed by Florida Housing on November 13, 2018. On November 29, 2018 staff received a final credit underwriting report with a positive recommendation for \$1,000,000 in Viability Loan funding and \$1,510,000 in 9% HC, which was approved by the Board on December 14, 2018. Loan staff subsequently issued a firm commitment for Development Viability Loan Funding on December 17, 2018.
- c) On September 18, 2020, staff received a letter requesting Corporation approval of an immaterial change to the Applicant structure and Board approval to allow a Developer Principal change. The changes were approved on October 16, 2020.
- d) On June 3, 2021, staff received a letter requesting Board approval to allow an additional change to the Applicant Entity Structure in response to the Applicant entity’s succession planning strategy for Mark and Valia Gardner. The Applicant proposes to replace GC GP Holdings, Inc. the 70% Member of the Managing Member of the Applicant, with a new 70% Member, MGRE Fund 20 Hold Co, LLC. The Principals of MGRE Fund 20 Hold Co, are Michael Gardner (Manager) and MGRE Investment Fund Hold Co, LLC (Member). The Principals of MGRE Investment Fund Hold Co, LLC are Michael Gardner (Manager) and MGRE Hold Co Management, LLC (Member). The Principal of MGRE Hold Co Management, LLC is Michael Gardner with a 100% ownership interest. The request letter and the current and proposed ownership structures are provided as [Exhibit B](#).

HOUSING CREDITS

Consent

- e) AmeriNat® the credit underwriter on this transaction reviewed the request and reported that the change in the Applicant structure would not have affected their recommendation within their November 29, 2018 credit underwriting report.
- f) Per the RFA, the Applicant Entity shall be the recipient of the Housing Credits and may not change until after the Carryover Allocation Agreement is in effect. Once the Carryover Allocation Agreement has been executed by all parties, replacement of the Applicant or a material change (33.3 percent or more of the Applicant, a General Partner of the Applicant, or a member of the Applicant) in the ownership structure of the named Applicant will require Board approval prior to the change. Any non-material change (less than 33.3 percent of the Applicant, a General Partner of the Applicant, or a member of the Applicant) in the ownership structure of the named Applicant will not require Board approval, but the Corporation must still be notified in writing of the change.
- g) Staff has reviewed this request and finds the Development meets all the requirements of RFAs 2015-106 and 2017-109.

2. **Recommendation**

- a) Approve the request to allow for the change in Applicant Principals as referenced above.

HOUSING CREDITS

Consent

C. Request Approval of Developer Organizational Structure Change for Cabana Club Apartments (2019-514C)

Development Name: Cabana Club Apartments	Location: Miami-Dade County
Applicant/Borrower: Cabana Club Apartments Preservation, Ltd.	Set-Asides: 100% @ 60% AMI
Developer/Principal: Cabana Club Developer LLC/Eli Bronfman	Demographic/Number of Units: Family/334
Requested Amounts: \$2,102,413 Housing Credits	Development Category/Type: Acquisition & Rehabilitation/High Rise

1. Background/Present Situation

- a) Cabana Club Apartments Preservation, Ltd. (“Applicant”) applied for an allocation of 4% Housing Credits on February 11, 2020. The funds are being utilized to finance the acquisition and rehabilitation of a 334-unit Family development in Miami-Dade County. On March 13, 2020, Housing Credit staff issued an invitation to the Applicant to enter credit underwriting. On August 3, 2020, staff received a credit underwriting report giving a positive recommendation for a 4% Housing Credit Allocation of \$2,102,413 and subsequently, on August 12, 2020, Housing Credit staff provided the Applicant with a Preliminary Determination Certificate for said amount of credits.
- b) On June 25, 2021, Florida Housing received a letter from the Applicant requesting to make a change to the Developer entity structure in response to the departure of Jonathan Gruskin as an employee of Lincoln Avenue Capital LLC (“Lincoln”). The Applicant proposes to add SJB Management LLC (“SJB”) as a Member and Jeremy Bronfman as a Manager of the Developer entity, Cabana Club Developer LLC (“Cabana”). Jeremy Bronfman will serve as the sole Member of SJB. Additionally, Jonathan Gruskin is being removed as a Member of Lincoln, within the Developer organizational structure. The last change clarifies and adds Jeremy Bronfman and Eli Bronfman as Managers of Lincoln within the Developer organizational structure. The request letter and current and proposed Developer ownership structures are provided as [Exhibit C](#).
- c) First Housing Development Corporation, the credit underwriter on this transaction reviewed the request and reported that the change in the Applicant structure would not have affected their recommendation within their August 3, 2020 credit underwriting report.
- d) Per the Non-Competitive Application Instructions, the Principals of each Developer identified in the Application, including all Co-Developers, may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter Credit Underwriting.

HOUSING CREDITS

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- e) Per the Non-Competitive Application Instructions, the Principals of each Developer identified in the Application, including all Co-Developers, may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter Credit Underwriting.

2. **Recommendation**

- a) Approve the request to change the Developer structure as described above.

I. LEGAL

A. In Re: Amelia Village, L.P. - FHFC Case No. 2021-040VW (RFA 2019-115/App. No. 2020-157C)

Development Name: (“Development”):	Amelia Village
Developer/Principal: (“Developer”):	Amelia Village Developer, LLC/Robert K. Trent
Number of Units: 50	Location: Indian River County
Type: Quadraplexes; Acquisition and Preservation	Set Asides: 20% at 35% AMI 80% at 60% AMI
Demographics: Elderly, Non-ALF	Funding: 9% HC: \$447,000

1. Background

- a) Petitioner successfully applied for competitive housing credits in RFA 2019-115 to assist in financing the acquisition and preservation of 50-unit quadraplex named Amelia Village located in Indian River County, Florida (the “Development”). On June 23, 2021, Florida Housing received a Petition for Waiver of the Qualified Allocation Plan’s Requirement for Returning Housing Credit Allocations and Rule 67-48.002(96), Florida Administrative Code (2019) (the “Petition”) to allow Petitioner to exchange its 2020 housing credits now for an immediate allocation of 2021 housing credits. A copy of the Petition is attached as [Exhibit A](#).

2. Present Situation

- a) Rule 67-48.002(96) Fla. Admin. Code (2019), adopts and incorporates the 2019 Qualified Allocation Plan (“QAP”).
- b) Subsection II.K of the 2019 QAP states:

Notwithstanding any other provision of this QAP, where a Development has not been placed in service by the date required pursuant to Section 42 of the IRC, or it is apparent that a Development will not be placed in service by the date required pursuant to Section 42 of the IRC, and such failure is due to circumstances beyond the Applicant’s control, and the Applicant has returned its Housing Credit Allocation in the last calendar quarter of the year in which it was otherwise required to be placed in service pursuant to Section 42 of the IRC, the Corporation may reserve allocation in an amount not to exceed the amount of Housing Credits returned, and may issue a Carryover Allocation Agreement allocating such Housing Credits to the Applicant for either the current year or the year after the year in which the Development was otherwise required to be placed in service pursuant to Section 42 of the IRC, provided the following conditions have been met: (i) the sponsor must have provided written notice to the Corporation, describing the circumstances, all remedial measures attempted by the Applicant to mitigate the delay, and any other pertinent information, prior to returning the allocation; and (ii) the Executive Director must find and determine that the delay was caused by circumstances beyond the Applicant’s control, that the sponsor exercised due diligence in seeking to resolve the circumstances causing

delay, that the Development in all respects, except time placed in service, still meets the conditions upon which the Housing Credits were originally allocated, and that the Development is still desirable in terms of meeting affordable housing needs. A Development located in a HUD-designated DDA or QCT at the time of original allocation may retain its designation as such.

- c) Petitioner requests a waiver of the timing provision in the QAP for the return and exchange of housing credits. Petitioner was invited into credit underwriting on February 5, 2020. In addition to the funding from Florida Housing, Petitioner also received funding from the United States Department of Agriculture RD 515 Program (“RD Program”). Petitioner entered into a Carryover Allocation Agreement (“Carryover Agreement”) with Florida Housing on August 21, 2020 in which the Development was required to be placed-in-service by December 31, 2022.
- d) In October of 2020, Petitioner was notified that an internal reorganization of the United States Department of Agriculture (“USDA”) would impact the RD Program. Petitioner states that it submitted required approvals to the RD Program in November of 2020 with follow up in January and February of 2021. On February 16, 2021, Petitioner requested an extension from Florida Housing to complete the 10% Test because of the delays with the RD Program approvals. Florida Housing extended the deadline to August 21, 2021.
- e) Petitioner states that on February 18, 2021, the USDA requested additional information which Petitioner produced on March 3, 2021. According to Petitioner, beginning in April of 2021, it held weekly calls with USDA in an effort to expedite the approval process. On May 24, 2021, Petitioner requested an extension of time from Florida Housing to complete the Notice of Commencement, Credit Underwriting Report, and the executed partnership agreement. Florida Housing approved the extension to November 30, 2021.
- f) On June 2, 2021, Petitioner states that it was notified that part of their application to the RD Program had been approved. On June 14, 2021, Petitioner states that it was requested to submit a payment to the RD Program for further processing and Petitioner states that a check was remitted that same day. As of the date of filing the Petition, Petitioner states that it is still awaiting RD Program approval. Petitioner states that the reorganization within the USDA as well as COVID have delayed the reviews and approvals necessary for the Development to move forward.
- g) Petitioner states that due to circumstances beyond its control, the 10% Test cannot be met, and the placed-in-service deadline of December 31, 2022 cannot be met. Petitioner requests to exchange its 2020 Housing Credits for an allocation of 2021 Housing Credits now rather than wait until the last quarter of 2020 and, thereby, extend the placed-in-service deadline to December 31, 2023.
- h) On June 24, 2021, Notice of the Petition was published in the Florida Administrative Register in Volume 47, Number 122. To date, Florida Housing has received no comments concerning the Petition.

- i) Section 120. 542(2), Florida Statutes provides in pertinent part:

Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness.

- j) Granting the requested waiver would not impact other participants in funding programs administered by Florida Housing, nor would it detrimentally impact Florida Housing. Petitioner has demonstrated that it would suffer a substantial hardship if the waiver is not granted. Petitioner has also demonstrated that the purpose of the underlying statute, which is to “encourage development of low-income housing in the state” (§420.5099, Fla. Stat.), would still be achieved if the waiver is granted.

3. Recommendation

- a) Staff recommends the Board **GRANT** Petitioner’s request for a waiver of Rules 67-48.002(96), Fla. Admin. Code (2019) and the timing provisions of Subsection II.K of the 2019 QAP to allow Petitioner to exchange its 2020 housing credits for an allocation of 2021 housing credits and thereby extend the associated deadlines.

B. In Re: Palm Harbor Senior Housing LP - FHFC Case No. 2021-042VW

Development Name: (“Development”):	Palm Harbor Apartments
Developer/Principal: (“Developer”):	National Church Residences Matthew Rule
Number of Units: 81	Location: Lee County
Type: Acquisition / Preservation Garden Apartments	Set Asides: 20% @ 33% AMI 80% @ 60% AMI
Demographics: Elderly Non-ALF	9% HC \$857,918

1. Background

- a) Petitioner Palm Harbor Senior Housing LP was selected to receive 9% Housing Tax Credits under Request for Applications (RFA) 2019-115, Housing Credit Financing for the Preservation of Existing Affordable Multifamily Housing Developments, to assist in the acquisition and preservation of an Elderly Non-ALF Development in Lee County, Florida. On June 29, 2021, Florida Housing received a petition for waiver of Rule 67-48.0072(28)(g), Fla. Admin. Code (the “Petition”) to allow to allow the Seller Note and Sponsor Note to be combined for purposes of determining the minimum qualifying first mortgage test utilized in the gap calculation. A copy of the Petition is attached as [Exhibit B](#).

2. Present Situation

- a) Rule 67-48.0072(28)(g), Fla. Admin. Code (2019), provides in relevant part:

(28) For Competitive Housing Credits, the Credit Underwriter shall use the following procedures during the credit underwriting evaluation:

(g) When utilizing the gap calculation in determining a recommendation for the amount of the Housing Credit Allocation as part of the process the Corporation uses to determine financial feasibility as set forth in Section 42(m)(2) of the IRC, the Credit Underwriter shall assume a first mortgage loan amount from a non-governmental agency (i.e., a traditional first mortgage lender) to be the greater of:

1. The actual amount committed to the Development, or
2. The amount of the proposed Development’s minimum qualifying first mortgage as determined herein.

- b) Petitioner was invited to enter credit underwriting on February 6, 2020, and a Carryover Allocation Agreement was executed on August 19, 2020. This Development has Project Rental Assistance Contracts (“PRACs”) which require rents to be set well below market rates. Petitioner has applied to convert the PRACs to project based rental assistance, which would allow it to use housing tax credits to help fund long overdue capital improvements. Because of the rent limitations, traditional first mortgage lenders would not become involved with this PRAC deal, so Petitioner’s Developer filled the gap with a Sponsor Note, a Seller Note, and Capital Magnet Fund.
- c) Since the Seller Note and the Sponsor Note are essentially from the same source, Petitioner requests that they be combined for purposes of determining the minimum qualifying first mortgage test used in the gap calculation. Petitioner asserts that if this waiver request is not granted, the Sponsor Note alone would be considered the first mortgage and the Development would not meet the minimum qualifying first mortgage requirement per the rule. In turn, an additional amount to make up for this shortfall would be included in the Gap Calculation and this in turn would result in a substantial reduction in the amount of housing tax credits awarded. Petitioner also asserts that if the waiver is granted it will still meet the intent of the rule, which is to require Petitioner to secure an amount of debt that is adequate to support the Development before accessing housing tax credits.
- d) On June 30, 2021, Notice of the Petition was published in the Florida Administrative Register in Volume 47, Number 126. To date, Florida Housing has received no comments concerning the Petition.
- e) Section 120.542(2), Florida Statutes provides in pertinent part:

Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness.
- f) Granting the requested waiver would not have any impact on other participants in funding programs administered by Florida Housing, nor would it have a detrimental impact on Florida Housing. Petitioner has demonstrated that the waiver is needed because of circumstances beyond its control, and that it would suffer a substantial hardship if the waiver is not granted. Petitioner has also demonstrated that the purpose of the underlying statute, which is to “encourage development of low-income housing in the state” (§420.5099, Fla. Stat.), would still be achieved if the waiver is granted.

3. Recommendation

- a) Staff recommends the Board **GRANT** Petitioner’s request for a waiver of Rule 67-48.0072(28)(g), Fla. Admin. Code (2019) to allow to allow the Seller Note and Sponsor Note to be combined for purposes of determining the minimum qualifying first mortgage test utilized in the gap calculation

C. In Re: Cedar Oaks Senior Housing LP - FHFC Case No. 2021-041VW

Development Name: (“Development”):	Cedar Oaks
Developer/Principal: (“Developer”):	National Church Residences Matthew Rule
Number of Units: 44	Location: Volusia County
Type: Acquisition / Preservation Garden Apartments	Set Asides: 20% @ 40% AMI 80% @ 60% AMI
Demographics: Elderly Non-ALF	9% HC \$468,683

1. **Background**

- a) Petitioner Cedar Oaks Senior Housing LP was selected to receive 9% Housing Tax Credits under Request for Applications (RFA) 2019-115, Housing Credit Financing for the Preservation of Existing Affordable Multifamily Housing Developments, to assist in the acquisition and preservation of an Elderly Non-ALF Development in Volusia County, Florida. On June 29, 2021, Florida Housing received a petition for waiver of Rule 67-48.0072(28)(g), Fla. Admin. Code (the “Petition”) to allow to allow the Seller Note and Sponsor Note to be combined for purposes of determining the minimum qualifying first mortgage test utilized in the gap calculation. A copy of the Petition is attached as [Exhibit C](#).

2. **Present Situation**

- a) Rule 67-48.0072(28)(g), Fla. Admin. Code (2019), provides in relevant part:

(28) For Competitive Housing Credits, the Credit Underwriter shall use the following procedures during the credit underwriting evaluation:

(g) When utilizing the gap calculation in determining a recommendation for the amount of the Housing Credit Allocation as part of the process the Corporation uses to determine financial feasibility as set forth in Section 42(m)(2) of the IRC, the Credit Underwriter shall assume a first mortgage loan amount from a non-governmental agency (i.e., a traditional first mortgage lender) to be the greater of:

1. The actual amount committed to the Development, or
 2. The amount of the proposed Development’s minimum qualifying first mortgage as determined herein.
- b) Petitioner was invited to enter credit underwriting on February 6, 2020, and a Carryover Allocation Agreement was executed on August 19, 2020. This Development has Project Rental Assistance Contracts (“PRACs”) which require rents to be set well below market rates. Petitioner has applied to convert the PRACs to project based rental assistance, which would allow it to use housing tax credits to help fund long overdue capital improvements. Because of the rent limitations, traditional first mortgage lenders would not become involved with

this PRAC deal, so Petitioner's Developer filled the gap with a Sponsor Note, a Seller Note, and Capital Magnet Fund.

- c) Since the Seller Note and the Sponsor Note are essentially from the same source, Petitioner requests that they be combined for purposes of determining the minimum qualifying first mortgage test used in the gap calculation. Petitioner asserts that if this waiver request is not granted, the Sponsor Note alone would be considered the first mortgage and the Development would not meet the minimum qualifying first mortgage requirement per the rule. In turn, an additional amount to make up for this shortfall would be included in the Gap Calculation and this in turn would result in a substantial reduction in the amount of housing tax credits awarded. Petitioner also asserts that if the waiver is granted it will still meet the intent of the rule, which is to require Petitioner to secure an amount of debt that is adequate to support the Development before accessing housing tax credits.
- d) On June 30, 2021, Notice of the Petition was published in the Florida Administrative Register in Volume 47, Number 126. To date, Florida Housing has received no comments concerning the Petition.
- e) Section 120.542(2), Florida Statutes provides in pertinent part:

Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness.
- f) Granting the requested waiver would not have any impact on other participants in funding programs administered by Florida Housing, nor would it have a detrimental impact on Florida Housing. Petitioner has demonstrated that the waiver is needed because of circumstances beyond its control, and that it would suffer a substantial hardship if the waiver is not granted. Petitioner has also demonstrated that the purpose of the underlying statute, which is to "encourage development of low-income housing in the state" (§420.5099, Fla. Stat.), would still be achieved if the waiver is granted.

3. **Recommendation**

- a) Staff recommends the Board **GRANT** Petitioner's request for a waiver of Rule 67-48.0072(28)(g), Fla. Admin. Code (2019) to allow to allow the Seller Note and Sponsor Note to be combined for purposes of determining the minimum qualifying first mortgage test utilized in the gap calculation.

D. In Re: SP Lake, LLC - FHFC Case No. 2021-043VW

Development Name: (“Development”):	Lake Wales Gardens								
Developer/Principal: (“Developer”):	Southport Development, Inc. J. David Page								
Number of Units: 96	Location: Polk County								
Type: Acquisition / Rehabilitation Garden Apartments	Set Asides: SAIL: 10% at 40% AMI and 90% at 60%; 4% HC and MMRN: 100% at 60% AMI								
Demographics: Family	<table> <tr> <td>4% HC</td> <td>\$553,353</td> </tr> <tr> <td>SAIL</td> <td>\$3,860,000</td> </tr> <tr> <td>ELI</td> <td>\$436,100</td> </tr> <tr> <td>MMRN</td> <td>\$7,500,000</td> </tr> </table>	4% HC	\$553,353	SAIL	\$3,860,000	ELI	\$436,100	MMRN	\$7,500,000
4% HC	\$553,353								
SAIL	\$3,860,000								
ELI	\$436,100								
MMRN	\$7,500,000								

1. Background

- a) Petitioner was selected to receive SAIL and ELI funding in conjunction non-competitive housing tax credits and tax-exempt bonds under Request for Applications (RFA) 2018-116, to assist in the construction of a Development serving low income families in Polk County, Florida. On July 1, 2021, Florida Housing received a petition for waiver of Rules 67-21.003(8)(j) and 67-48.004(3)(j) (the “Petition”) requesting to decrease the total set-aside percentage from 100% to 97%. A copy of the Petition is attached as [Exhibit D](#).

2. Present Situation

- a) Rule 67-21.003(8)(j), Fla. Admin. Code (2018) provides in relevant part:

(8) Notwithstanding any other provision of these rules, there are certain items that must be included in the Application and cannot be revised, corrected or supplemented after the Application is deemed complete. Those items are as follows:

(j) The Total Set-Aside Percentage as stated in the last row of the total set-aside breakdown chart for the program(s) applied for in the Set-Aside Commitment section of the Application. . . .

- b) Rule 67-48.004(3)(j), Fla. Admin. Code (2018), provides in relevant part:

(3) For the SAIL, HOME and Housing Credit Programs, notwithstanding any other provision of these rules, the following items as identified by the Applicant in the Application must be maintained and cannot be changed by the Applicant after the applicable submission, unless provided otherwise below:

(j) For the SAIL and HC Programs, the Total Set-Aside Percentage as stated in the last row of the total set-aside breakdown chart for the program(s) applied for in the Set-Aside Commitment section of the Application. . . .

- c) In accordance with the terms of the RFA, Petitioner committed in its SAIL application to set-aside 90% of the 96 units (86 units) at 60% AMI and 10% of the 96 units (10 units) at 40% AMI. Petitioner also committed in its application for MMRN and 4% Housing Credits to set aside 100% of the units at or below 60% AMI. Petitioner seeks a waiver that will allow it to reduce the Total Set-Aside Percentage from 100% to 97%. This would have the effect of allowing 2 units out of 96 units to be rented to tenants with income exceeding 60% AMI. The total number of units set-aside for tenants with income at or below 40% would not change.
- d) Petitioner is seeking this waiver because 2 units do not comply with the tenant income requirements since their total household incomes exceed 60% of AMI. Petitioner states that these tenants were not officially deemed over income until after buildings in the Development had been placed in service. Petitioner also states that it cannot make these residents leave. Guidelines from the Department of Housing and Urban Development (HUD) have the effect of preventing Petitioner from terminating the tenancies of these HUD-assisted tenants. Unless the waiver is granted, Petitioner will be out of compliance with its Total Set-Aside Percentage yet will be prohibited from coming into compliance.
- e) On July 2, 2021, Notice of the Petition was published in the Florida Administrative Register in Volume 47, Number 128. To date, Florida Housing has received no comments concerning the Petition.
- f) Section 120.542(2), Florida Statutes provides in pertinent part:

Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness.
- g) Granting the requested waiver would not have any impact on other participants in funding programs administered by Florida Housing, nor would it have a detrimental impact on Florida Housing. Petitioner has demonstrated that strict application of the above Rule under these circumstances would violate principles of fairness. Petitioner has also demonstrated that the purpose of the underlying statute, which is to “encourage development of low-income housing in the state” (§420.5099, Fla. Stat.), would still be achieved if the waiver is granted.

3. **Recommendation**

- a) Staff recommends the Board **GRANT** Petitioner’s request for a waiver of Rules 67-21.003(8)(j) and 67-48.004(3)(j), Fla. Admin. Code (2018), to allow Petitioner to reduce its Total Set-Aside Percentage from 100% (96 units) to 97% (94 units). More specifically, the SAIL/ELI set-asides will reflect 10% (10 units) at 40% AMI or less and 87% (84 units) at 60% AMI or less and the MMRN and 4% Housing Credits set-asides will reflect 97% (94 units) at 60% AMI or less, so that Petitioner will be able to continue renting 2 units to tenants with incomes over 60% AMI.

E. In Re: Fletcher Black Redevelopment, LLC - FHFC Case No. 2021-044VW

Development Name: (“Development”):	Fletcher Black
Developer/Principal: (“Developer”):	Royal American Properties, LLC InVictus Development, LLC PCHA Developer, LLC Joseph Chapman James Boyd
Number of Units: 100	Location: Bay County
Type: New Construction Garden Apartments	Set Asides: 10% at 35% AMI 90% at 60% AMI
Demographics: Family	4% HC \$847,029 RRLB \$6,889,900 ELI \$698,600 MMRB \$11,500,000

1. Background

- a) Petitioner was selected to receive Rental Recovery Loan Program (RRLP) and ELI funding in conjunction non-competitive housing tax credits and tax-exempt bonds under Request for Applications (RFA) 2019-111, to assist in the construction of a Development serving low income families in Bay County, Florida. On July 9, 2021, Florida Housing received a petition for waiver of Rules 67-21.014(2)(r)6. and 67-21.026(13)(e), Fla. Admin. Code (the “Petition”) to allow the General Contractor to perform work normally performed by subcontractors. A copy of the Petition is attached as [Exhibit E](#).

2. Present Situation

- a) Rule 67-21.014(2)(r), Fla. Admin. Code provides in relevant part:

(r) The General Contractor must meet the following conditions:

6. Ensure that no construction or inspection work that is normally performed by subcontractors is performed by the General Contractor.

- b) Rule 67-21.026(13), Fla. Admin. Code provides in relevant part:

(13) The General Contractor must meet the following conditions:

(e) Ensure that no construction or inspection work that is normally performed by subcontractors is performed by the General Contractor.

- c) On October 10, 2018, Bay County was devastated by Hurricane Michael. Due to the massive amount of rebuilding Bay County is experiencing, all subcontractors are booked for extended periods of time. Royal American is the General Contractor for the proposed development and has the experience and ability to perform all site work. Petitioner asserts that if it is required to hire subcontractors to perform the site work, the Development will suffer extended

delays and increased costs. Petitioner also asserts that because no General Contractor fee, overhead or general requirements percentages will be applied to its labor costs, it will actually make less profit than it would if it were able to hire subcontractors to perform the site work.

d) On July 13, 2021, Notice of the Petition was published in the Florida Administrative Register in Volume 47, Number 134. To date, Florida Housing has received no comments concerning the Petition.

e) Section 120.542(2), Florida Statutes provides in pertinent part:

Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness.

f) Granting the requested waiver would not have any impact on other participants in funding programs administered by Florida Housing, nor would it have a detrimental impact on Florida Housing. Petitioner has demonstrated that strict application of the above Rule under these circumstances would violate principles of fairness. Petitioner has also demonstrated that the purpose of the underlying statute, which is to “encourage development of low-income housing in the state” (§420.5099, Fla. Stat.), would still be achieved if the waiver is granted.

3. **Recommendation**

a) Staff recommends the Board **GRANT** Petitioner’s request for a waiver of Rules 67-21.014(2)(r)6. and 67-21.026(13)(e), Fla. Admin. Code (2018), to allow the General Contractor to perform site work normally performed by subcontractors, on the condition that no General Contractor fee shall be applied to any labor costs incurred by the General Contractor in performing this site work.

F. **In Re: Orlando Leased Housing Associates VII, LLLP - FHFC Case No. 2021-045VW**

Development Name: (“Development”):	Landon Pointe
Developer/Principal: (“Developer”):	Orlando Leased Housing Development VII, LLC/Mark Moorhouse
Number of Units: 276	Location: Orange County
Type: Rehab /Garden Apartments	Set Asides: 100% at 60% AMI
Demographics: Family	Funding: 4% HC: \$1,305,733

1. **Background**

- a) Petitioner applied for non-competitive housing credits to assist in financing the rehabilitation of Landon Pointe Apartments, an affordable housing development in Orange County, Florida. On July 12, 2021, Florida Housing received a Petition for Waiver of the Rule 67-21.027(6) F.A.C. and the Final Cost Certification Application Package Requirement to Confirm Certain Items with the Three Largest Dollar Subcontractors (the “Petition”). A copy of the Petition is attached as [Exhibit F](#).

2. **Present Situation**

- a) Rule 67-21.027(6) Fla. Admin. Code, in relevant part, adopts and incorporates the Final Cost Certification Application Package (“Form FCCAP”).
- b) Specifically, Petitioner requests a waiver from the Form FCCAP’s requirement that the certified public accountant auditing the General Contractor Cost Certification (“GCCC”) request confirmation of certain cost related items by the general contractor’s three largest dollar subcontractors. Each applicant requesting housing credits must use the Form FCCAP to itemize all expenses incurred in association with construction or rehabilitation of a housing credit development, including expenses associated with the general contractor’s use of subcontractors. Among other things, each applicant must submit a GCCC and an unqualified audit report prepared by an independent certified public accountant. The GCCC is used to establish the actual total costs incurred by the general contractor and assists Florida Housing in determining certain development costs and the amount of housing credits to allocate to the development. Florida Housing will not allocate housing credits until all required items in the Form FCCAP are received and processed.
- c) As part of the FCCAP process, the certified public accountant must confirm certain amounts with the three largest dollar subcontractors. Additionally, the certified public accountant must randomly select other subcontractors sufficient in number, but no less than five, that, when taken together with the three largest dollar subcontractors, account for at least 40 percent of the total construction costs. The certified public accountant must review certain documentation and verify the amounts paid to each of those subcontractors.
- d) In 2019, Petitioner states that it submitted its final FCCAP along with the GCCC. In its GCCC the accountant stated that it was only able to confirm one of the three largest dollar subcontractors, National Supply. According to Petitioner, the certified public accountant was only able to perform invoice, lien waiver, and check copy testing for the second largest dollar subcontractor, Ferguson Facilities Supply (“Ferguson”) as the general contractor stated that

Ferguson was a supplies vendor and Ferguson would be unwilling or unable to provide the confirmation of the costs request. Additionally, Petitioner states that the certified public accountant also attempted to confirm the third largest dollar subcontractor, Born Again Concrete (“Born Again”). However, the certified public accountant ultimately performed invoice, lien waiver, and check copy testing on Born Again’s costs because it never received the requested confirmations. Petitioner stated that the certified public accountant moved to the next largest dollar subcontractor, which was the general contractor’s payroll. Since that was neither a subcontractor nor a supplies vendor, the certified public accountant moved to the fifth largest dollar subcontractor, DevCon MEP (“DevCon”). The certified public accountant was able to successfully confirm costs for DevCon.

- e) According to Petitioner, the certified public accountant also received confirmations from five other randomly selected subcontractors which, when taken together with the confirmed subcontractors, National and DevCon, and the testing of Ferguson and Born Again, totaled 48.75 percent of the total construction costs either being confirmed or tested. Once Petitioner submitted the FCCP along with the GCCC, Florida Housing requested that multiple errors be corrected, one of which was to correct the general contractor’s cost breakdown to conform to Florida Housing’s standards. Petitioner states that, at the time, the general contractor’s accounting system was not able to perform such a task and it took many months to correct.
- f) In March of 2021, the general contractor sent the certified public accountant an updated cost breakdown (“New Cost Breakdown”). Petitioner states that there were multiple errors in the New Cost Breakdown which caused the original confirmed and tested costs to no longer reconcile. The certified public accountant requested that the general contractor investigate and correct the errors in the New Cost Breakdown. In May of 2021, the general contractor provided the certified public accountant with a corrected version of the New Cost Breakdown. In its review, the certified public accountant noted that the top three largest subcontractors had changed to 1) Home Depot, 2) National, and 3) Ferguson. The certified public accountant sent confirmation requests to the top three largest dollar subcontractors and an additional six confirmations to randomly selected subcontractors. According to Petitioner, confirmation requests were not received from Home Depot and two of the six additional subcontractors.
- g) In the absence of Home Depot’s confirmation, the certified public accountant requested all invoices, lien waivers, and check copies from the general contractor to materially confirm Home Depot’s costs. However, the general contractor stated that accounting support is offsite and will take some time to gather. While the general contractor is working on gathering the supporting documentation for Home Depot’s costs, the certified public accountant sent confirmation requests to Born Again, the fourth largest dollar subcontractor. According to Petitioner, the certified public accountant successfully received Born Again’s confirmation in June of 2021.
- h) Petitioner states that its certified public accountant was able to confirm two of the three largest dollar subcontractors and four of the top five largest dollar subcontractors, as required by the FCCAP. Petitioner requests that its certified public accountant be allowed to submit the required confirmation requests to the fourth largest dollar subcontractor instead of Home Depot. With the substitution of Born Again for Home Depot, the certified public accountant was able to

confirm the various cost-related items required in the FCCAP with National, Ferguson, Born Again, DevCon, along with eight other randomly selected subcontractors which represent 51.42 percent of the total construction costs of the development. The certified public accountant also performed invoice, lien waiver, and check copy testing for another twelve subcontractors which represented 5.77 percent of the total construction costs. Thus, according to Petitioner, the total percentage of the construction costs confirmed or tested is 57.19 percent. As such, in accordance with the FCCAP's requirement to verify the amounts paid to the subcontractors accounting for at least 40 percent of the total construction costs, the certified public accountant was still able to verify a substantial portion (more than 50 percent) of the costs for subcontractors for the project.

i) Petitioner asserts that without the requested waiver or variance, the certified public accountant will not be able to complete the required audit and Petitioner will not be able to submit a complete Form FCCAP, thereby jeopardizing its housing credit allocation and Petitioner's ability to rehabilitate the Development.

j) On July 13, 2021, Notice of the Petition was published in the Florida Administrative Register in Volume 47, Number 134. To date, Florida Housing has received no comments concerning the Petition.

k) Section 120. 542(2), Florida Statutes provides in pertinent part:

Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness.

l) Granting the requested waiver would not impact other participants in funding programs administered by Florida Housing, nor would it detrimentally impact Florida Housing. Petitioner has demonstrated that it would suffer a substantial hardship if the waiver is not granted. Petitioner has also demonstrated that the purpose of the underlying statute, which is to "encourage development of low-income housing in the state" (§420.5099, Fla. Stat.), would still be achieved if the waiver is granted.

3. **Recommendation**

a) Staff recommends the Board **GRANT** Petitioner's request for a waiver of Rule 67-21.027(6), Fla. Admin. Code, and the requirement of the Final Cost Certification Application Package to confirm the construction costs of the general contractors three largest dollar subcontractors, to allow Petitioner's certified public accountant to confirm costs of the general contractor's first, second, and fourth largest dollar amount subcontractors.

G. In Re: NV Homestead Apartments LP - FHFC Case No. 2021-039VW

Development Name: (“Development”):	Coral Gardens
Developer/Principal: (“Developer”):	Globe OP Development LLC Naimisha Barot
Number of Units: 92	Location: Miami-Dade County
Type: Acquisition / Rehabilitation Garden Apartments	Set Asides: 100% at 60% AMI
Demographics: Family	4% HC \$724,966

1. Background

- a) Petitioner NV Homestead Apartments LP closed on tax-exempt multi-family bonds issued by Capital Trust Agency to assist in the acquisition and rehabilitation of a Development serving low-income families in Miami-Dade County, Florida known as Coral Gardens. On June 23, 2021, Florida Housing received a petition for waiver of Rule 67-21.028(3)(a) (the “Petition”) to allow Petitioner to apply for non-competitive housing tax credits. A copy of the Petition is attached as [Exhibit G](#).

2. Present Situation

- a) Rule 67-21.028(3)(a), Fla. Admin. Code (2020), provides in relevant part:
- (3) Tax-Exempt Bond-Financed Developments receiving bonds from another source other than the Corporation or a County Housing Finance Authority and not competing for Housing Credits under the state of Florida’s Allocation Authority shall:
- (a) Make Application to the Corporation as required in this rule chapter, utilizing the Non-Competitive Application Package, for receipt by the Corporation once the Applicant has received affirmation that the tax-exempt multifamily bond allocation has been reserved or that the entity issuing the bonds has agreed to award the necessary allocation when available, but no later than 14 days after the TEFRA Hearing, and in no event may the Application be submitted after commencement of Rehabilitation or construction.
- b) On February 1, 2018, Petitioner closed on tax-exempt multi-family bonds issued by Capital Trust Agency. The TEFRA Hearing relating to the bonds was held on December 13, 2017. Construction of the Development commenced on July 27, 2018, and the Development was placed in service on April 20, 2020.
- c) Prior to July 11, 2019, Rule 67-21.028(3)(a) allowed persons receiving bonds from a source other than Florida Housing to apply for non-competitive housing tax credits (“4% tax credits”) no later than “the last Corporation business day of December of the year the Development is placed in service.” Petitioner submitted its application for 4% tax credits on December 22, 2020, which was prior to the last business day of December of the year the Development was placed in service. Had the rule not been amended in 2019 to prohibit such applications from being submitted after commencement of rehabilitation or construction, Petitioner would have been allowed to apply for these tax credits.

- d) Petitioner asserts that its financing arrangements relied on its ability to apply for 4% tax credits after commencement of construction in accordance with the rule that was in effect at the time. Petitioner further asserts that it will suffer a substantial hardship if it is not allowed to apply for 4% tax credits more than 14 days after the TEFRA hearing and after commencement of construction.
- e) On, June 24, 2021, Notice of the Petition was published in the Florida Administrative Register in Volume 47, Number 122. To date, Florida Housing has received no comments concerning the Petition.
- f) Section 120.542(2), Florida Statutes provides in pertinent part:

Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness.
- g) Granting the requested waiver would not have any impact on other participants in funding programs administered by Florida Housing, nor would it have a detrimental impact on Florida Housing. Petitioner has demonstrated that the waiver is needed because of circumstances beyond its control, and that it would suffer a substantial hardship if the waiver is not granted. Petitioner has also demonstrated that the purpose of the underlying statute, which is to “encourage development of low-income housing in the state” (§420.5099, Fla. Stat.), would still be achieved if the waiver is granted.

3. Recommendation

- a) Staff recommends the Board **GRANT** Petitioner’s request for a waiver of Rule 67-21.028(3)(a), Fla. Admin. Code (2020), so that it will be allowed to submit an application for non-competitive housing tax credits after commencement of construction.

H. In Re: Orangewood Preservation, LP - FHFC Case No. 2021-046VW (RFA 2019-115/App. No. 2020-164C)

Development Name: (“Development”):	Orangewood Apartments
Developer/Principal: (“Developer”):	Royal American Properties, LLC/Jeannette B. Chapman and Joseph F. Chapman, IV
Number of Units: 46	Location: Bradford County
Type: Garden Apartments; Preservation	Set Asides: 20% at 40% AMI 80% at 60% AMI
Demographics: Family	Funding: 9% HC: \$543,040

1. Background

- a) Petitioner successfully applied for competitive housing credits in RFA 2019-115 to assist in financing the preservation of a 46-unit family development named Orangewood Apartments located in Bradford County, Florida (the “Development”). On July 14, 2021, Florida Housing received a Petition for Waiver of Rule 67-48.002(96) (the “Petition”) to allow Petitioner to waive the timing requirements in the 2019 Qualified Allocation Plan (“QAP”) and exchange its 2020 housing credits now for an immediate allocation of 2021 housing credits. A copy of the Petition is attached as [Exhibit H](#).
- b) Rule 67-48.002(96) Fla. Admin. Code (2019), adopts and incorporates the 2019 QAP.

Notwithstanding any other provision of this QAP, where a Development has not been placed in service by the date required pursuant to Section 42 of the IRC, or it is apparent that a Development will not be placed in service by the date required pursuant to Section 42 of the IRC, and such failure is due to circumstances beyond the Applicant’s control, and the Applicant has returned its Housing Credit Allocation in the last calendar quarter of the year in which it was otherwise required to be placed in service pursuant to Section 42 of the IRC, the Corporation may reserve allocation in an amount not to exceed the amount of Housing Credits returned, and may issue a Carryover Allocation Agreement allocating such Housing Credits to the Applicant for either the current year or the year after the year in which the Development was otherwise required to be placed in service pursuant to Section 42 of the IRC, provided the following conditions have been met: (i) the sponsor must have provided written notice to the Corporation, describing the circumstances, all remedial measures attempted by the Applicant to mitigate the delay, and any other pertinent information, prior to returning the allocation; and (ii) the Executive Director must find and determine that the delay was caused by circumstances beyond the Applicant’s control, that the sponsor exercised due diligence in seeking to resolve the circumstances causing delay, that the Development in all respects, except time placed in service, still meets the conditions upon which the Housing Credits were originally allocated, and that the Development is still desirable in terms of meeting affordable housing needs. A Development located in a HUD-designated DDA or QCT at the time of original allocation may retain its designation as such.

- c) Petitioner requests a waiver of the timing provision in the QAP for the return and exchange of housing credits. On February 5, 2020, Petitioner was invited into credit underwriting. On August 21, 2020, Petitioner entered into a Carryover Allocation Agreement (“Carryover Agreement”) with Florida Housing. Pursuant to the Carryover Agreement, Petitioner must meet its 10% Test by February 28, 2021, commence construction by May 31, 2021, and be placed-in-service by December 31, 2022. On March 2, 2021, Florida Housing approved Petitioner’s request to extend its 10% test to August 21, 2021, and to extend its construction commencement to December 31, 2021.
- d) In support of its request for a waiver, Petitioner states that over the last year the Development has suffered unforeseen events that have caused delays. Specifically, as a condition of the RFA Petitioner must assume an existing RD515 loan administered by the United States Rural Development Administration (“RD”). In 2020, RD conducted a reorganization that impacted RD’s ability to process requests. Petitioner states it submitted an application to RD on another development, Heritage Apartments, in June of 2020 and did not receive a response until August of 2020. Petitioner states that it continues to follow up with RD routinely, but the Heritage Apartments application has not been assigned to an underwriter nor does it have a target closing date. Petitioner states that the timeframe for RD’s processing of the Heritage Apartments application is indicative of how the Development’s application will be processed by RD. Petitioner asserts that it has a complete RD submission package prepared for the Development and is ready to submit it pending final feedback on the submission for Heritage Apartments. Additionally, Petitioner states that the remote working conditions attributed to the COVID-19 pandemic have also delayed RD’s processing the Development’s RD515 application.
- e) Petitioner states that due to circumstances beyond its control, the 10% Test cannot be met. Petitioner requests to exchange its 2020 Housing Credits for an allocation of 2021 Housing Credits now rather than wait until the last quarter of 2020 and, thereby, extend the placed-in-service deadline to December 31, 2023.
- f) On July 15, 2021, Notice of the Petition was published in the Florida Administrative Register in Volume 47, Number 136. To date, Florida Housing has received no comments concerning the Petition.
- g) Section 120. 542(2), Florida Statutes provides in pertinent part:
- Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness.
- h) Granting the requested waiver would not impact other participants in funding programs administered by Florida Housing, nor would it detrimentally impact Florida Housing. Petitioner has demonstrated that it would suffer a substantial hardship if the waiver is not granted. Petitioner has also demonstrated that the purpose of the underlying statute, which is to “encourage development of low-income housing in the state” (§420.5099, Fla. Stat.), would still be achieved if the waiver is granted.

2. **Recommendation**

- a) Staff recommends the Board **GRANT** Petitioner's request for a waiver of Rule 67-48.002(96), Fla. Admin. Code (2019) and the timing provisions of Subsection II.K of the 2019 QAP to allow Petitioner to exchange its 2020 housing credits for an allocation of 2021 housing credits and thereby extend the associated deadlines.

I. In Re: Trenton Preservation, LP - FHFC Case No. 2021-047VW (RFA 2019-115/App. No. 2020-153C)

Development Name: (“Development”):	Trenton Apartments
Developer/Principal: (“Developer”):	Royal American Properties, LLC/Jeannette B. Chapman and Joseph F. Chapman, IV
Number of Units: 60	Location: Gilchrist County
Type: Garden Apartments; Preservation	Set Asides: 20% at 33% AMI 80% at 60% AMI
Demographics: Family	Funding: 9% HC: \$638,482

1. Background

- a) Petitioner successfully applied for competitive housing credits in RFA 2019-115 to assist in financing the rehabilitation of a 60-unit family development named Trenton Apartments located in Gilchrist County, Florida (the “Development”). On July 14, 2021, Florida Housing received a Petition for Waiver of Rule 67-48.002(96) (the “Petition”) to allow Petitioner to waive the timing requirements in the 2019 Qualified Allocation Plan (“QAP”) and exchange its 2020 housing credits now for an immediate allocation of 2021 housing credits. A copy of the Petition is attached as [Exhibit I](#).

2. Present Situation

- a) Subsection II.K of the 2019 QAP states:

Notwithstanding any other provision of this QAP, where a Development has not been placed in service by the date required pursuant to Section 42 of the IRC, or it is apparent that a Development will not be placed in service by the date required pursuant to Section 42 of the IRC, and such failure is due to circumstances beyond the Applicant’s control, and the Applicant has returned its Housing Credit Allocation in the last calendar quarter of the year in which it was otherwise required to be placed in service pursuant to Section 42 of the IRC, the Corporation may reserve allocation in an amount not to exceed the amount of Housing Credits returned, and may issue a Carryover Allocation Agreement allocating such Housing Credits to the Applicant for either the current year or the year after the year in which the Development was otherwise required to be placed in service pursuant to Section 42 of the IRC, provided the following conditions have been met: (i) the sponsor must have provided written notice to the Corporation, describing the circumstances, all remedial measures attempted by the Applicant to mitigate the delay, and any other pertinent information, prior to returning the allocation; and (ii) the Executive Director must find and determine that the delay was caused by circumstances beyond the Applicant’s control, that the sponsor exercised due diligence in seeking to resolve the circumstances causing delay, that the Development in all respects, except time placed in service, still meets the conditions upon which the Housing Credits were originally allocated, and that the Development is still desirable in terms of meeting affordable housing needs. A Development located in a HUD-designated DDA or QCT at the time of original allocation may retain its designation as such.

- b) Petitioner requests a waiver of the timing provision in the QAP for the return and exchange of housing credits. Petitioner was invited into credit underwriting on February 5, 2020. On August 21, 2020, Petitioner entered into a Carryover Allocation Agreement (“Carryover Agreement”) with Florida Housing. Pursuant to the Carryover Agreement, Petitioner must meet its 10% Test by February 28, 2021, commence construction by May 31, 2021, and be placed-in-service by December 31, 2022. On March 2, 2021, Florida Housing approved Petitioner’s request to extend its 10% test to August 21, 2021, and to extend its construction commencement to December 31, 2021.
- c) In support of its request for a waiver, Petitioner states that over the last year the Development has suffered unforeseen events that have caused delays. Specifically, as a condition of the RFA Petitioner must assume an existing RD515 loan administered by the United States Rural Development Administration (“RD”). In 2020, RD conducted a reorganization that impacted RD’s ability to process requests. Petitioner states it submitted an application to RD on another development, Heritage Apartments, in June of 2020 and did not receive a response until August of 2020. Petitioner states that it continues to follow up with RD routinely, but the Heritage Apartments application has not been assigned to an underwriter nor does it have a target closing date. Petitioner states that the timeframe for RD’s processing of the Heritage Apartments application is indicative of how the Development’s application will be processed by RD. Petitioner asserts that it has a complete RD submission package prepared for the Development and is ready to submit it pending final feedback from RD on the submission for Heritage Apartments. Additionally, Petitioner states that the remote working conditions attributed to the COVID-19 pandemic have also delayed RD’s processing the Development’s RD515 application.
- d) Petitioner states that due to circumstances beyond its control, the 10% Test cannot be met. Petitioner requests to exchange its 2020 Housing Credits for an allocation of 2021 Housing Credits now rather than wait until the last quarter of 2020 and, thereby, extend the placed-in-service deadline to December 31, 2023.
- e) On July 15, 2021, Notice of the Petition was published in the Florida Administrative Register in Volume 47, Number 136. To date, Florida Housing has received no comments concerning the Petition.
- f) Section 120. 542(2), Florida Statutes provides in pertinent part:
- Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness.
- g) Granting the requested waiver would not impact other participants in funding programs administered by Florida Housing, nor would it detrimentally impact Florida Housing. Petitioner has demonstrated that it would suffer a substantial hardship if the waiver is not granted. Petitioner has also demonstrated that the purpose of the underlying statute, which is to “encourage development of low-income housing in the state” (§420.5099, Fla. Stat.), would still be achieved if the waiver is granted.

3. Recommendation

- a) Staff recommends the Board **GRANT** Petitioner's request for a waiver of Rule 67-48.002(96), Fla. Admin. Code (2019) and the timing provisions of Subsection II.K of the 2019 QAP to allow Petitioner to exchange its 2020 housing credits for an allocation of 2021 housing credits and thereby extend the associated deadlines.

J. In Re: Timbers Preservation, LP - FHFC Case No. 2021-048VW (RFA 2019-115/App. No. 2020-162C)

Development Name: (“Development”):	Timbers Apartments
Developer/Principal: (“Developer”):	Royal American Properties, LLC/Jeannette B. Chapman and Joseph F. Chapman, IV
Number of Units: 32	Location: Dixie County
Type: Garden Apartments; Preservation	Set Asides: 20% at 40% AMI 80% at 60% AMI
Demographics: Family	Funding: 9% HC: \$387,556

1. Background

- a) Petitioner successfully applied for competitive housing credits in RFA 2019-115 to assist in financing the preservation of a 32-unit family development named Timbers Apartments located in Dixie County, Florida (the “Development”). On July 14, 2021, Florida Housing received a Petition for Waiver of Rule 67-48.002(96) (the “Petition”) to allow Petitioner to waive the timing requirements in the 2019 Qualified Allocation Plan (“QAP”) and exchange its 2020 housing credits now for an immediate allocation of 2021 housing credits. A copy of the Petition is attached as [Exhibit J](#).

2. Present Situation

- a) Rule 67-48.002(96) Fla. Admin. Code (2019), adopts and incorporates the 2019 QAP.
- b) Subsection II.K of the 2019 QAP states:

Notwithstanding any other provision of this QAP, where a Development has not been placed in service by the date required pursuant to Section 42 of the IRC, or it is apparent that a Development will not be placed in service by the date required pursuant to Section 42 of the IRC, and such failure is due to circumstances beyond the Applicant’s control, and the Applicant has returned its Housing Credit Allocation in the last calendar quarter of the year in which it was otherwise required to be placed in service pursuant to Section 42 of the IRC, the Corporation may reserve allocation in an amount not to exceed the amount of Housing Credits returned, and may issue a Carryover Allocation Agreement allocating such Housing Credits to the Applicant for either the current year or the year after the year in which the Development was otherwise required to be placed in service pursuant to Section 42 of the IRC, provided the following conditions have been met: (i) the sponsor must have provided written notice to the Corporation, describing the circumstances, all remedial measures attempted by the Applicant to mitigate the delay, and any other pertinent information, prior to returning the allocation; and (ii) the Executive Director must find and determine that the delay was caused by circumstances beyond the Applicant’s control, that the sponsor exercised due diligence in seeking to resolve the circumstances causing delay, that the Development in all respects, except time placed in service, still meets the conditions upon which the Housing Credits were originally allocated, and that the Development is still desirable in terms of meeting affordable housing needs. A Development located in a

HUD-designated DDA or QCT at the time of original allocation may retain its designation as such.

- c) Petitioner requests a waiver of the timing provision in the QAP for the return and exchange of housing credits. Petitioner was invited into credit underwriting on February 5, 2020. Petitioner entered into a Carryover Allocation Agreement (“Carryover Agreement”) with Florida Housing on August 21, 2020. Pursuant to the Carryover Agreement, Petitioner must meet its 10% Test by February 28, 2021, commence construction by May 31, 2021, and be placed-in-service by December 31, 2022. On March 2, 2021, Florida Housing approved Petitioner’s request to extend its 10% test to August 21, 2021, and to extend its construction commencement to December 31, 2021.
- d) In support of its request for a waiver, Petitioner states that over the last year the Development has suffered unforeseen events that have caused delays. Specifically, as a condition of the RFA Petitioner must assume an existing RD515 loan administered by the United States Rural Development Administration (“RD”). In 2020, RD conducted a reorganization that impacted RD’s ability to process requests. Petitioner states it submitted an application to RD on another development, Heritage Apartments, in June of 2020 and did not receive a response until August of 2020. Petitioner states that it continues to follow up with RD routinely, but the Heritage Apartments application has not been assigned to an underwriter nor does it have a target closing date. Petitioner states that the timeframe for RD’s processing of the Heritage Apartments application is indicative of how the Development’s application will be processed by RD. Petitioner asserts that it has a complete RD submission package prepared for the Development and is ready to submit it pending final feedback from RD on the submission for Heritage Apartments. Additionally, Petitioner states that the remote working conditions attributed to the COVID-19 pandemic have also delayed RD’s processing the Development’s RD515 application.
- e) Petitioner states that due to circumstances beyond its control, the 10% Test cannot be met. Petitioner requests to exchange its 2020 Housing Credits for an allocation of 2021 Housing Credits now rather than wait until the last quarter of 2020 and, thereby, extend the placed-in-service deadline to December 31, 2023.
- f) On July 15, 2021, Notice of the Petition was published in the Florida Administrative Register in Volume 47, Number 136. To date, Florida Housing has received no comments concerning the Petition.
- g) Section 120. 542(2), Florida Statutes provides in pertinent part:

Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness.
- h) Granting the requested waiver would not impact other participants in funding programs administered by Florida Housing, nor would it detrimentally impact Florida Housing. Petitioner has demonstrated that it would suffer a substantial hardship if the waiver is not granted. Petitioner has also demonstrated that the purpose of the underlying statute, which is to “encourage development of low-income housing in the state” (§420.5099, Fla. Stat.), would still be achieved if the waiver is granted.

3. Recommendation

- a) Staff recommends the Board **GRANT** Petitioner's request for a waiver of Rules 67-48.002(96), Fla. Admin. Code (2019) and the timing provisions of Subsection II.K of the 2019 QAP to allow Petitioner to exchange its 2020 housing credits for an allocation of 2021 housing credits and thereby extend the associated deadlines.

K. In Re: Citadelle Village, LLC - FHFC Case No. 2021-049VW

Development Name: (“Development”):	Citadelle Village
Developer/Principal: (“Developer”):	Royal American Development Jeannette Chapman
Number of Units: 96	Location: Miami-Dade County
Type: New Construction/High Rise	Set Asides: 10% at 28% AMI 90% at 60% AMI
Demographics: Family	SAIL: \$3,600,000 ELI: \$600,000 Annual 4% HC: \$754,301 MMRB: \$12,050,000

1. Background

- a) Petitioner Citadelle Village, LLC was selected to receive State Apartment Incentive Loan (SAIL) and Extremely Low Income (ELI) funding under Request for Applications (RFA) 2017-108, to assist in the construction of a Development serving low-income families in Miami-Dade County, Florida. On July 14, 2021, Florida Housing received a Petition for Waiver of Rule 67-48.0072(21)(b), Fla. Admin. Code (2017) (the “Petition”) requesting to extend the SAIL/ELI firm loan commitment issuance deadline from July 31, 2021 to December 31, 2021. A copy of the Petition is attached as [Exhibit K](#).

2. Present Situation

- a) Rule 67-48.0072(21), Fla. Admin. Code (2017), provides:
- (b) For SAIL, EHCL, and HOME that is not in conjunction with Competitive HC, unless stated otherwise in a competitive solicitation, the firm loan commitment must be issued within nine (9) months of the Applicant’s acceptance to enter credit underwriting. Unless an extension is approved by the Corporation in writing, failure to achieve credit underwriting report approval and issuance of a firm loan commitment by the specified deadline shall result in withdrawal of the preliminary commitment. Applicants may request one (1) extension of up to six (6) months to secure a firm loan commitment. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting the extension and shall detail the time frame to achieve a firm loan commitment.
- b) Petitioner was invited to credit underwriting on May 4, 2018, and received a 6-month extension of firm loan commitment issuance deadline to August 4, 2019. On August 2, 2019, the Board granted Petitioner’s first waiver request and extended the deadline to January 31, 2020. On January 23, 2020, the Board granted Petitioner’s second waiver request and extended the deadline to July 31, 2020. On July 17, 2020, the Board granted Petitioner’s third waiver request and extended the deadline to January 31, 2021. On January 22, 2021, the Board granted Petitioner’s fourth waiver request and extended the deadline to July 31, 2021. Petitioner now requests a fifth deadline extension until December 31, 2021. Petitioner alleges that increased construction costs, at least partially due to the COVID-19 pandemic, have required Petitioner to pursue financing from

several local government sources and that more time is needed to confirm this financing. Petitioner anticipates a firm commitment of General Obligation Fund Affordable Housing set-aside funds from Miami-Dade County by the end of October, 2021.

c) On July 15, 2021, Notice of the Petition was published in the Florida Administrative Register in Volume 47, Number 136. To date, Florida Housing has received no comments concerning the Petition.

d) Section 120.542(2), Florida Statutes provides in pertinent part:

Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness.

e) Granting the requested waiver would not have any impact on other participants in funding programs administered by Florida Housing, nor would it have a detrimental impact on Florida Housing. Petitioner has demonstrated that the waiver is needed because of circumstances beyond its control, and that it would suffer a substantial hardship if the waiver is not granted. Petitioner has also demonstrated that the purpose of the underlying statute, which is to “encourage development of low-income housing in the state” (§420.5099, Fla. Stat.), would still be achieved if the waiver is granted.

3. **Recommendation**

a) Staff recommends the Board **GRANT** Petitioner’s request for a waiver of Rule 67-48.0072(21)(b), Fla. Admin. Code (2017), so that the firm loan commitment deadline may be extended from July 31, 2021 to December 31, 2021, with the caveat that the Board does not intend to grant any further extensions of the firm loan commitment deadline.

MULTIFAMILY BONDS

Consent

I. MULTIFAMILY BONDS

A. Request Approval of Credit Underwriting Report, Authorizing Resolutions, and RFA Waiver for Fletcher Black (RFA 2019-111 / 2020-069BR)

Development Name: Fletcher Black	Location: Bay County
Applicant/Borrower: Fletcher Black Redevelopment, LLC	Set-Aside(s): 100% @ 60% AMI (MMRN & 4% HC) 10% @ 35% AMI (RRLP & ELI) 90% @ 60% AMI (RRLP)
Developer/Principal: Royal American Properties, LLC/Joseph F. Chapman, IV; InVictus Development, LLC/Paula McDonald Rhodes; and PCHA Developer, LLC/Panama City Housing Authority	Demographic/Number of Units: Family / 100 units
Requested Amounts: \$11,500,000 Multifamily Mortgage Revenue Note (MMRN) \$6,889,900 Rental Recovery Loan Program (RRLP) \$698,600 Extremely Low Income (ELI) \$1,086,504 Housing Credits (4% HC)	Development Category/Type: New Construction / Garden Apartments

1. Background/Present Situation

- a) On August 1, 2019, Florida Housing issued a Request for Applications (RFA) 2019-111 for Rental Recovery Loan Program (RRLP) Financing to be Used for Rental Developments in Hurricane Michael Impacted Counties.
- b) On December 13, 2019, the Board approved the final scores and recommendations for the RFA and directed staff to proceed with all necessary credit underwriting activities.
- c) On March 6, 2020, the Board approved the Final Order resolving all pending litigation pertaining to the RFA, allowing staff to proceed with all necessary credit underwriting activities. Staff issued a preliminary commitment letter and invitation to enter credit underwriting to the Applicant on March 11, 2020. The acceptance was acknowledged on March 16, 2020.
- d) On March 12, 2021, the Board approved the request to extend the firm loan commitment issuance deadline from March 16, 2021 to September 16, 2021.
- e) On July 16, 2021, staff received a final credit underwriting report with a positive recommendation for MMRN, RRLP, and ELI funding ([Exhibit A](#)). Staff has reviewed this report and finds that the development meets all requirements of the RFA.
- f) Staff reviewed the authorizing resolutions ([Exhibit B](#)) authorizing the sale and issuance of Multifamily Mortgage Revenue Note to finance this affordable housing Development within the State of Florida. Staff requests approval for the execution of the resolutions.

MULTIFAMILY BONDS

Consent

- g) On July 9, 2021, the Borrower submitted a rule waiver for Rules 67-21.014(2)(r)(6) and 67-21.026(13)(e), that is being presented simultaneously herein, to allow the General Contractor to self-perform the site work for the Development. The RFA at Exhibit G Section B(17)(f) requires that no construction or inspection work that is normally performed by subcontractors is performed by the General Contractor. Accordingly, the Borrower also requests an RFA waiver of Exhibit G Section B(17)(f) to allow the General Contractor to self-perform the site work as proposed in the rule waiver.

2. **Recommendation**

- a) Approve the final credit underwriting report, authorizing resolutions, and RFA waiver to self-perform site work and direct staff to proceed with closing activities, subject to further approvals and verifications by the Credit Underwriter, Note Counsel, Special Counsel, and appropriate Florida Housing staff.

MULTIFAMILY BONDS

Consent

B. Request Approval of Credit Underwriting Report and Authorizing Resolutions for Parker Pointe (RFA 2019-102 / 2020-019BD)

Development Name: Parker Pointe	Location: Polk County
Applicant/Borrower: Tigertown GM, Ltd.	Set-Aside(s): 40% @ 60% AMI (MMRB) 15.909% @ 30% AMI (CDBG-DR & 4% HC) 53.409% @ 60% AMI (CDBG-DR & 4% HC) 14.773% @ 70% AMI (Workforce, CDBG-DR & 4% HC) 15.909% @ 80% AMI (Workforce, CDBG-DR & 4% HC)
Developer/Principal: Tigertown GM Dev, LLC / Oscar Sol	Demographic/Number of Units: Workforce / 88 units
Requested Amounts: \$11,500,000 Multifamily Mortgage Revenue Bonds (MMRB) \$7,990,000 Community Development Block Grant – Disaster Recovery (CDBG-DR) \$936,467 Housing Credits (4% HC)	Development Category/Type: New Construction / Mid-Rise (4 stories)

1. Background/Present Situation

- a) On July 30, 2019, Florida Housing issued a Request for Applications (RFA) 2019-102 for Community Development Block Grant – Disaster Recovery to be Used in Conjunction with Tax-Exempt MMRB and Non-Competitive Housing Credits in Counties Deemed Hurricane Recovery Priorities.
- b) On December 13, 2019, the Board approved the final scores and recommendations for the RFA and directed staff to proceed with all necessary credit underwriting activities.
- c) On April 17, 2020, the Board approved the Final Order resolving all pending litigation pertaining to the RFA, allowing staff to proceed with all necessary credit underwriting activities. Staff issued a preliminary commitment letter and invitation to enter credit underwriting to the Applicant on April 27, 2020. The acceptance was acknowledged on April 30, 2020.
- d) On April 20, 2021, the Board approved the request to extend the firm loan commitment issuance deadline from April 30, 2021 to October 30, 2021.
- e) On July 21, 2021, staff received a final credit underwriting report with a positive recommendation for MMRB and CDBG-DR funding ([Exhibit C](#)). Staff has reviewed this report and finds that the development meets all requirements of the RFA.
- f) Staff reviewed the authorizing resolutions ([Exhibit D](#)) authorizing the sale and issuance of a Multifamily Mortgage Revenue Bonds to finance this affordable housing Development within the State of Florida. Staff requests approval for the execution of the resolutions.

MULTIFAMILY BONDS

Consent

2. **Recommendation**

- a) Approve the final credit underwriting report and authorizing resolutions and direct staff to proceed with closing activities, subject to further approvals and verifications by the Credit Underwriter, Bond Counsel, Special Counsel, and appropriate Florida Housing staff.

MULTIFAMILY BONDS

Consent

C. Request Approval of Credit Underwriting Report and Authorizing Resolutions for Parramore Oaks Phase Two (RFA 2019-102 / 2020-055BD)

Development Name: Parramore Oaks Phase Two	Location: Orange County
Applicant/Borrower: Parramore Oaks Phase Two, LLC	Set-Aside(s): 40% @ 60% AMI (MMRN) 25.275% @ 30% AMI (CDBG-DR & 4% HC) 16.484% @ 40% AMI (CDBG-DR & 4% HC) 18.681% @ 60% AMI (CDBG-DR & 4% HC) 39.560% @ 80% AMI (CDBG-DR & 4% HC)
Developer/Principal: InVictus Development, LLC/Paula McDonald Rhodes; ADC Communities II, LLC/Shawn Horwitz; and Kiss & Company, Inc./Jeffrey Kiss	Demographic/Number of Units: Workforce / 91 units
Requested Amounts: \$14,000,000 Multifamily Mortgage Revenue Bonds (MMRN) \$5,700,000 Community Development Block Grant – Disaster Recovery (CDBG-DR) \$1,231,185 Housing Credits (4% HC)	Development Category/Type: New Construction / Mid-Rise (4 stories)

1. Background/Present Situation

- a) On July 30, 2019, Florida Housing issued a Request for Applications (RFA) 2019-102 for Community Development Block Grant – Disaster Recovery to be Used in Conjunction with Tax-Exempt MMRB and Non-Competitive Housing Credits in Counties Deemed Hurricane Recovery Priorities.
- b) On December 13, 2019, the Board approved the final scores and recommendations for the RFA and directed staff to proceed with all necessary credit underwriting activities.
- c) On April 17, 2020, the Board approved the Final Order resolving all pending litigation pertaining to the RFA, allowing staff to proceed with all necessary credit underwriting activities. Staff issued a preliminary commitment letter and invitation to enter credit underwriting to the Applicant on April 27, 2020. The acceptance was acknowledged on April 28, 2020.
- d) On March 12, 2021, the Board approved the request to extend the firm loan commitment issuance deadline from April 28, 2021 to October 28, 2021.
- e) On July 22, 2021, staff received a final credit underwriting report with a positive recommendation for MMRN and CDBG-DR funding ([Exhibit E](#)). Staff has reviewed this report and finds that the development meets all requirements of the RFA.
- f) Staff reviewed the authorizing resolutions ([Exhibit F](#)) authorizing the sale and issuance of a Multifamily Mortgage Revenue Notes to finance this affordable housing Development within the State of Florida. Staff requests approval for the execution of the resolutions.

MULTIFAMILY BONDS

Consent

2. **Recommendation**

- a) Approve the final credit underwriting report and authorizing resolutions and direct staff to proceed with closing activities, subject to further approvals and verifications by the Credit Underwriter, Note Counsel, Special Counsel, and appropriate Florida Housing staff.

MULTIFAMILY BONDS

Consent

D. Request Approval of the Credit Underwriting Report, Authorizing Resolutions, and RFA Waivers for Applicant Entity Change and Self-Sourced Financing Requirement for Royal Park Apartments (RFA 2019-116 / 2020-411BS)

Development Name: Royal Park Apartments	Location: Alachua County
Applicant/Borrower: BDG Royal Park Apartments, LP	Set-Aside(s): 40% @ 60% AMI (MMRB) 4.167% @ 30% AMI (SAIL, ELI, & 4% HC) 5.208% @ 40% AMI (SAIL & 4% HC) 67.708% @ 60% AMI (SAIL & 4% HC) 22.917% @ 70% AMI (SAIL & 4% HC)
Developer/Principal: BDG Royal Park Apartments Developer, LLC / Scott Zimmerman	Demographic/Number of Units: Family / 192
Requested Amounts: \$25,000,000 Multifamily Mortgage Revenue Bonds (MMRB) \$5,242,500 State Apartment Incentive Loan (SAIL) \$600,000 Extremely Low Income (ELI) \$2,108,395 Housing Credits (4% HC)	Development Category/Type: New Construction / Garden Apartments

1. Background/Present Situation

- a) On November 6, 2019, Florida Housing issued a Request for Applications (RFA) 2019-116 for SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing Credits.
- b) On March 6, 2020, the Board approved the final scores and recommendations for the RFA and directed staff to proceed with all necessary credit underwriting activities.
- c) On July 17, 2020, the Board approved the Final Order resolving all pending litigation pertaining to the RFA, allowing staff to proceed with all necessary credit underwriting activities. Staff issued a preliminary commitment letter and invitation to enter credit underwriting to the Applicant on July 20, 2020. The acceptance was acknowledged on July 20, 2020.
- d) On July 21, 2021, staff received a final credit underwriting report with a positive recommendation for MMRB, SAIL, and ELI funding ([Exhibit G](#)). Staff has reviewed this report and finds that the development meets all requirements of the RFA.
- e) Staff reviewed the authorizing resolutions ([Exhibit H](#)) authorizing the sale and issuance of Multifamily Mortgage Revenue Bonds to finance this affordable housing Development within the State of Florida. Staff requests approval for the execution of the resolutions.
- f) On May 28, 2021, staff received a request from the Applicant to change the structure of the Applicant Entity ([Exhibit I](#)). The Applicant requests approval to add two additional members to its General Partner, BDG Royal Park Apartments GP, LLC. The additional members are managers and owners of the Developer entity and will deliver personal guarantees at closing.

MULTIFAMILY BONDS

Consent

- g) Pursuant to the RFA, the Applicant Entity shall be the recipient of the Housing Credits, and the borrowing entity for the SAIL Loan(s) and, if applicable, the MMRB loan, and cannot be changed in any way (materially or non-materially) until after closing of the loan(s). Therefore, the change to the Applicant entity requires an RFA Waiver. Staff has reviewed this request and finds that it meets the requirements of the RFA.
- h) In addition, the Applicant requests approval of an RFA waiver of Section Four, A.3.a.(1)(b) to allow for draw-down funding for the Self-sourced financing in lieu of the requirement to be fully funded at closing. Section Four, A.3.a.(1)(b) states “Self-sourced financing will be funded at closing of the SAIL loan via escrow account controlled by the SAIL loan servicer and will be dispersed pro rata along with SAIL funding.” Funding the Self-sourced funds at closing would increase loan interest and cause an unnecessary construction expense to the Development.

2. **Recommendation**

- a) Approve the final credit underwriting report, authorizing resolutions, RFA waivers for the changes to the Applicant Entity structure and requirement of Self-sourced financing, and direct staff to proceed with closing activities, subject to further approvals and verifications by the Credit Underwriter, Bond Counsel, Special Counsel, and the appropriate Florida Housing staff.

MULTIFAMILY BONDS

Consent

E. Request Approval of the Method of Bond/Note Sale Recommendation from Florida Housing’s Independent Registered Municipal Advisor and Assignment of a Recommended Professional

1. Background

- a) Pursuant to staff’s request for approval to issue bonds/notes to finance the construction of the proposed Developments referenced below, the final credit underwriting reports are being presented to the Board for approval simultaneously with this request to assign the appropriate professional for the transaction and approval of the recommended method of sale. Brief descriptions of the Developments are detailed below, along with staff’s recommendation.
- b) Pursuant to Rule 67-21.0045, F.A.C., staff has requested a review of the proposed financing structure by the Independent Registered Municipal Advisor (IRMA) in order to make a recommendation to the Board for the method of bond/note sale for the developments. Caine Mitter and Associates Incorporated has prepared an analysis and recommendations for the method of bond/note sale for the Developments. The recommendation letter is attached as Exhibit J through Exhibit M.

2. Present Situation

- a) Florida Housing staff, the Credit Underwriter, and the IRMA have reviewed the financial structures for the proposed Developments.

3. Recommendation

- a) Approve the assignment of the recommended professional and the Independent Registered Municipal Advisor’s recommendations for the method of bond/note sale, as shown in the chart below, for the proposed Developments.

Development Name	Location of Development	Number of Units	Method of Bond Sale	Recommended Professional	Exhibit
Fletcher Black	Bay County	100	Private Placement	RBC Capital Markets, LLC	Exhibit J
Parker Pointe	Polk County	88	Private Placement	RBC Capital Markets, LLC	Exhibit K
Parramore Oaks Phase Two	Orange County	91	Private Placement	Stifel, Nicolaus & Co.	Exhibit L
Royal Park Apartments	Alachua County	192	Public Offering	RBC Capital Markets, LLC	Exhibit M

MULTIFAMILY BONDS

Consent

F. Request Approval to Execute Acknowledgment Resolution(s)

1. Background/Present Situation

- a) Pursuant to Rule 67-21, F.A.C., the Acknowledgement Resolution is the official action taken by the Corporation to reflect its intent to finance a Development provided that the requirements of the Corporation, the terms of the MMRB/MMRN Loan Commitment, and the terms of the Credit Underwriting Report are met. The resolution designates the period within which the Borrower can be reimbursed for allowable project costs incurred with MMRB/MMRN proceeds (with such period starting 60 days prior to the adoption of the resolution).
- b) Staff requests the execution of an Acknowledgement Resolution for each of the proposed Developments referenced below intending to finance the acquisition, construction and/or rehabilitation of the Developments. Brief descriptions of the Developments are detailed below. The resolutions being presented to the Board for approval are attached as Exhibits N through Y.

2. Recommendation

- a) Approve the execution of an Acknowledgment Resolution for each of the proposed Developments, as shown in the chart below.

Development Name	Name of Applicant	County	Number of Units	Applicable Application	Exhibit
University Station	University Station I, LLC	Broward	216	RFA 2020-205	Exhibit N
Fern Grove Apartments	BDG Fern Grove, LP	Orange	138	RFA 2020-205	Exhibit O
Rosewood Pointe	BDG Rosewood Pointe, LLC	Osceola	192	RFA 2020-205	Exhibit P
Tallman Pines – Phase II	Tallman Pines HR, Ltd.	Broward	75	RFA 2020-205	Exhibit Q
Sweetwater Apartments Phase II	Sweetwater Apartments II, LLC	Columbia	84	RFA 2020-205	Exhibit R
St. Peter Claver Place Phase I	St. Peter Claver Place, Ltd.	Lee	136	RFA 2020-205	Exhibit S
Princeton Crossings	Princeton Crossings LLC	Miami-Dade	150	RFA 2020-205	Exhibit T

MULTIFAMILY BONDS

Consent

Stadium Towers	Stadium Tower Apartments LLC	Miami-Dade	149	RFA 2020-205	Exhibit U
Cadenza at Hacienda Lakes	MHP FL VII, LLLP	Collier	160	RFA 2020-205	Exhibit V
Arbor Park	MHP FL X LLLP	Sarasota	136	RFA 2020-205	Exhibit W
Culmer Residences	Richman Culmer Apartments, Ltd.	Miami-Dade	300	RFA 2021-208	Exhibit X
Ernie Martin Villas	EM Villas, LLC	Miami-Dade	288	Non-Competitive Application / 2021-101B	Exhibit Y

MULTIFAMILY BONDS

Consent

G. Request Approval of Transfer of Ownership for Gulfstream Apartments (1998 Series H / 2000-505C)

Development Name: Gulfstream Apartments	Location: Broward County
Applicant/Borrower: Reliance Gulfstream Associates, Ltd.	Set-Asides: 50% @ 60% (MMRB) 20.8% @ 50% AMI (4% HC) 79.2% @ 60% AMI (4% HC)
Developers/Principals: The Partnership, Inc. / John Corbett	Demographic/Number of Units: Family / 96
Requested Amounts: \$3,500,000 Multifamily Mortgage Revenue Bonds (MMRB) \$292,212 Housing Credits (4% HC)	Development Category/Type: Acquisition and Rehabilitation / Garden Apartments

1. Background

- a) Florida Housing financed the above referenced Development in 1998 with \$3,500,000 in tax exempt MMRB designated as 1998 Series H. In addition, \$292,212 in Housing Credits was allocated to this Development. The MMRB were subsequently redeemed on September 28, 2016.

2. Present Situation

- a) The Borrower has requested Florida Housing's consent to the transfer of the Development to Gulfstream DB, LLC, an affiliate of David Gorson, ADM Family Investments, MJA Acquisitions LLC, Cuervo Holdings LLC and Jonathon Rosenthal, and transfer and subordination of the MMRB Land Use Restriction Agreement (MMRB LURA) and the Extended Low-Income Housing Agreement (ELIHA). Seltzer Management Group, Inc., has reviewed this request and provided a positive recommendation for the transfer, the assignment and assumption, and subordination of the MMRB LURA and ELIHA to the new first mortgage provided by Iberia ([Exhibit Z](#)).

3. Recommendation

- a) Approve the transfer of ownership, the assignment and assumption, and subordination of the MMRB LURA and ELIHA, subject to the conditions in the credit underwriting report, and further approvals and verifications by the Credit Underwriter, Bond Counsel, Special Counsel and appropriate Florida Housing staff.

MULTIFAMILY BONDS

Consent

H. Request Approval of Transfer of Ownership for Clarcona Groves Apartments (2005 Series A/2004-017BS/2005-501C)

Development Name: Clarcona Groves Apartments	Location: Orange County
Applicant/Borrower: Mango Grove, LLC	Set Aside(s): 85% @ 60% AMI (MMRB) 60% @ 50% AMI (SAIL) 40% @ 60% AMI (SAIL) 50% @ 50% AMI (4% HC) 50% @ 60% AMI (4% HC)
Developer/Principal: The Richman Group of Florida, Inc./Richard P. Richman	Demographic/Number of units: Family / 264
\$12,650,000 Multifamily Mortgage Revenue Bond (MMRB) \$3,000,000 State Apartment Incentive Loan (SAIL) \$947,569 4% Housing Credits (4% HC)	Development Category / Type: New Construction / Garden Apartments

1. Background/Present Situation

- a) Florida Housing provided financing for Clarcona Groves Apartments in 2005 with \$12,650,000 in tax exempt MMRB designated as 2005 Series A. In addition, a \$3,000,000 SAIL loan was issued for this Development and a \$947,569 allocation of 4% HC.
- b) The Borrower has requested Florida Housing’s approval to transfer the Development to Clarcona Groves Apartments, Ltd., an affiliate of Lincoln Capital Acquisition, LLC. The MMRB and the SAIL loan will be paid off through refinancing of the Development. AmeriNat has reviewed the request and provided a positive recommendation for the transfer, the assignment and assumption of the MMRB and SAIL Land Use Restriction Agreements (LURAs) and the Extended Low-Income Housing Agreement (ELIHA), and the subordination of the LURAs and ELIHA to the new first mortgage lender National Equity Fund, Inc. ([Exhibit AA](#)).

2. Recommendation

- a) Approve the transfer of ownership and the assignment, assumption, and subordination of the LURA and ELIHA, subject to the conditions in the credit underwriting report and further approvals and verifications by the Credit Underwriter, Bond Counsel, Special Counsel and the appropriate Florida Housing staff.

PREDEVELOPMENT LOAN PROGRAM

Consent

I. PREDEVELOPMENT LOAN PROGRAM (PLP)

A. Request Approval of PLP Loan for Corporation to Provident Housing Solutions, Inc., a not-for-profit entity, for Clermont Vue (2021-007P-09)

DEVELOPMENT NAME (“Development”):	Clermont Vue
APPLICANT/DEVELOPER (“Developer”):	Provident Housing Solutions, Inc.
CO-DEVELOPER:	Turnstone Development Corp.
NUMBER OF UNITS:	72
LOCATION (“County”):	Lake County
TYPE:	Family
MINIMUM SET ASIDE:	20% @ 50% AMI
PLP LOAN AMOUNT:	\$750,000
ADDITIONAL COMMENTS:	

1. Background

- a) To access PLP funding and upon receipt of an organization’s basic information to Florida Housing, the organization is invited to participate in the program. Florida Housing staff then assigns a technical assistance provider from a pool of providers under contract with Florida Housing to assist the applicant to create a development plan and budget, which is brought to the Board as part of a request for approval of a PLP loan.
- b) On June 28, 2021, the Developer submitted a PLP application for Clermont Vue.
- c) On June 29, 2021, Florida Housing issued an Invitation to Participate in the PLP to the Developer.

2. Present Situation

- a) On July 14, 2021, staff received a development plan and a letter ([Exhibit A](#)) from our technical assistance provider (TAP) recommending approval of the PLP Loan in the amount of \$750,000. Of this loan amount, \$500,000 is being requested for acquisition of the subject property. This acquisition portion of the loan is subject to review and a positive recommendation from a credit underwriter assigned by Florida Housing staff.
- b) Additionally, this will be the third active PLP loan for Provident Housing Solutions, Inc. According to the PLP program rule, an applicant requesting to have more than two outstanding PLP loans must provide Florida Housing staff with a request that includes the experience of all members of the development team. Staff, along with the assigned technical assistance provider have reviewed the information and believe that the developer has the requisite experience to have three open PLP loans. The other two loans are Clermont Ridge II and Daytona Brentwood. Both of the open PLP loans have closed and been through the credit underwriting process and are progressing through the development financing process at this time.

PREDEVELOPMENT LOAN PROGRAM

Consent

- c) Staff has reviewed the Development Plan and determined that all budget items are PLP eligible. Additionally, staff believes the developer is capable of having three outstanding PLP loans at one time.

3. Recommendation

- a) Approve the PLP Loan in the amount of \$750,000 to Provident Housing Solutions, Inc., for Clermont Vue and allow staff to commence with the loan closing process on the non-site acquisition funds and assign the acquisition portion of the loan to a credit underwriter.

STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

Consent

I. STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

A. Request Approval of Credit Underwriting Report for Pueblo Bonito (2020-492S)

Development Name: Pueblo Bonito	Location: Lee County
Applicant/Borrower: Partnership in Housing, Inc.	Set-Aside(s): 100% @ 50% AMI (SAIL)
Developer/Principal: National Development of America, Inc./David Hanson	Demographic/Number of Units: Farmworker/80 units
Requested Amounts: \$4,000,000 State Apartment Incentive Loan (SAIL)	Development Category/Type: Rehabilitation/Duplexes

1. **Background/Present Situation**

- a) On April 15, 2020, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2020-104 for SAIL Funding for Farmworker and Commercial Fishing Worker Housing.
- b) On July 17, 2020, the Board approved the final scores and recommendations for the RFA and directed staff to proceed with all necessary credit underwriting activities.
- c) On October 16, 2020, the Board approved the Final Order resolving all pending litigation pertaining to the RFA, allowing staff to proceed with all necessary credit underwriting activities. On October 21, 2020 staff issued an invitation to enter credit underwriting to the Applicant, which states that the firm loan commitment must be issued within 12 months of the acceptance to enter credit underwriting. The acceptance was acknowledged on October 21, 2020, giving them a firm loan commitment issuance deadline of October 21, 2021.
- d) On July 21, 2021, staff received a final credit underwriting report with a positive recommendation for funding ([Exhibit A](#)). Staff has reviewed this report and finds that it meets all requirements of the RFA.

2. **Recommendation**

- a) Approve the final credit underwriting report and direct staff to proceed with issuance of a firm commitment and closing activities.

STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

Consent

B. Request Approval of RFA Waiver to Change the Green Building Feature Requirement for Orange Blossom Village (2020-404S)

Development Name: Orange Blossom Village	Location: Indian River County
Applicant/Borrower: Orange Blossom Village, LLLP	Set-Asides: 10% @ 35% AMI (SAIL, ELI & 4% HC) 90% @ 60% AMI (SAIL & 4% HC)
Developer/Principal: Mansermar Development, LLC/Celia C. Watson, ReBuild America of Florida, Inc./Mark J. Kemp, and SHAG Orange Blossom, LLC/Timothy Henzy	Demographic/Number of Units: Elderly (Non-ALF)/80 units
Requested Amounts: \$4,500,000 State Apartment Incentive Loan (SAIL) \$463,200 Elderly Low Income (ELI) \$557,532 Housing Credits (4% HC)	Development Category/Type: Acquisition & Rehabilitation/Garden Apartments

1. Background/Present Situation

- a) On November 6, 2019, Florida Housing issued a Request for Applications (RFA) 2019-116 for SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing Credits.
- b) On March 6, 2020, the Board approved the final scores and recommendations for the RFA and directed staff to proceed with all necessary credit underwriting activities.
- c) On July 17, 2020, the Board approved the Final Order resolving all pending litigation pertaining to the RFA, allowing staff to proceed with all necessary credit underwriting activities. Staff issued an invitation to enter credit underwriting to the Applicant on July 20, 2020, which states that the firm loan commitment must be issued within 12 months of the acceptance to enter credit underwriting. The acceptance was acknowledged on July 24, 2020, giving them a firm loan commitment issuance deadline of July 24, 2021.
- d) On April 30, 2021, the Board approved the co-Developer Name Change from Psalms 127 Development, LLC to Mansermar Development, LLC. On June 18, 2021, the Board approved the final Credit Underwriting Report and a Co-Developer principal entity ownership structure change. Ted H. Watson purchased a 5% interest as a Member and the other 95% remained with Celia C. Watson as the Managing Member.
- e) On May 20, 2021, staff received a request from the Borrower to waive the Package Terminal Air Conditioners (PTAC) requirement of the Required Green Building Features in all Developments at Section Four A.8.d of the RFA ([Exhibit B](#)). Per the RFA, the following is required:

STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

Consent

- (1) Air Conditioning (in-unit or commercial):
 - (a) Air-Source Heat Pumps – Energy Star certified:
 - ≥ 8.5 HSPF/ ≥ 15 SEER/ ≥ 12.5 EER for split systems
 - ≥ 8.2 HSPF ≥ 15 SEER/ ≥ 12 EER for single package equipment including gas/electric package units
 - (b) Central Air Conditioners – Energy Star certified:
 - ≥ 15 SEER/ ≥ 12.5 EER for split systems
 - ≥ 15 SEER/ ≥ 12 EER for single package equipment including gas/electric package units
- f) All rehabilitation units are expected to have all of the required Green Building features unless found to be not appropriate or feasible within the scope of the rehabilitation work utilizing a capital needs assessment. A letter from the Engineer, dated May 13, 2021, states their opinion that the 11.9 EER rated PTACs in lieu of 12 EER rated PTACs is appropriate since the unit specified will provide effective cooling and heating over the life of the unit ([Exhibit B](#)). Staff has reviewed this request and finds that it meets all requirements of the RFA.

2. Recommendation

- a) Approve the RFA Waiver to Change the Green Building Feature requirement as described above.

SPECIAL ASSETS

Consent

I. SPECIAL ASSETS

A. Request Approval of Transfer of Ownership, Assumption and Renegotiation of Loans for Four developments of Community Housing Partners Corporation (CHPC) to JE Properties

Development Name: Parkside Gardens (“Development”)	Location: Marion County
Developer/Principal: Community Housing Partners Corp of Florida (“Developer”); Florida Low Income Housing Assoc., Inc. (“Borrower”)	Set-Aside: HOME 20%@50%, 80% @ 60%; AMI HOME LURA 50 years;
Number of Units: 144	Allocated Amount: HOME \$8,196,828
Demographics: Family	Servicer: Seltzer Management Group
Development Name: Normandy (“Development”)	Location: Duval County
Developer/Principal: VF Affordable Housing, Inc. (“Developer”); Community Housing Partners Corp of Florida (“Borrower”)	Set-Aside: HOME 20%@50%, 80% @ 60%; AMI HOME LURA 50 years.
Number of Units: 100	Allocated Amount: HOME \$4,166,882
Demographics: Family	Servicer: First Hosing Development Corporation
Development Name: Woodlawn Terrace (“Development”)	Location: St. Johns County
Developer/Principal: Heritage Affordable Development, Inc. (“Developer”); Community Housing Partners Corp of Florida (“Borrower”)	Set-Aside: HOME 21%@50%, 79% @ 60%; AMI HOME LURA 53 years.
Number of Units: 76	Allocated Amount: \$4,555,000
Demographics: Family	Servicer: AmeriNat LLC
Development Name: Horizon House Sunset (“Development”)	Location: Alachua County
Developer/Principal: Community Housing Partners Corp of Florida (“Developer”); CHPC Gainesville Horizon Sunset, LLC (“Borrower”)	Set-Aside: SAIL 15%@33%; 85%@50% AMI SAIL LURA: 53 years;
Number of Units: 80	Allocated Amount: SAIL \$2,000,000;
Demographics: Family	Servicer: First Hosing Development Corporation

SPECIAL ASSETS

Consent

1. **Background**

- a) **Parkside Gardens** - During the 2006 funding cycle, Florida Housing Finance Corporation (“FHFC”) awarded a Home Investment Partnership Program Loan (“HOME”) in the original amount of \$8,196,828.00 to Florida Low Income Housing Association, Inc. (“Borrower”), a Florida limited partnership, for the development of a 144-unit apartment complex in Marion County, Florida. The loan closed on November 9, 2007 and will mature on November 9, 2022. The Development also received a 1988 allocation of low-income housing tax credits (“HC”) of \$ 171,727. On March 20, 2015, FHFC Board approved the refinancing of the first mortgage loan and subordination of the HOME loan and HOME LURA.
- b) **Normandy** - During the 2004 funding cycle, Florida Housing awarded a HOME loan in the original amount of \$4,166,882, to VF Affordable Housing, Inc. (VFAH), a Florida non-profit corporation (“Borrower”), for the development of a 100-unit apartment complex in Duval County, Florida. A request for approval to apply for grant funds under the American Recovery and Reinvestment Act’s Green Retrofit Program (GRP) was approved by the Board at the September 2009 meeting.
- c) **Woodlawn Terrace** - During the 2002 funding cycle, Florida Housing awarded a \$4,555,000 Home loan to Woodlawn Terrace, LLC (“Borrower”), a Florida limited liability company, for the development of a 76-unit apartment complex in St. Johns County, Florida. The loan closed on October 8, 2003 and matured on December 31, 2019. In August 2019, a request for a 3-year extension was received and on March 30, 2020, the FHFC Board approved.
- d) **Horizon House Sunset** - During the 2000 funding cycle, Florida Housing Finance Corporation awarded a \$2,000,000 State Apartment Incentive Loan (“SAIL) to CHPC Gainesville Horizon Sunset, LLC, a Florida Limited Liability Company (“Borrower”), for the construction of an 80-unit development in Alachua County, Florida. The SAIL loan closed on October 29, 2003 and originally matured on October 29, 2018. The Board approved requests to extend the loan to October 29, 2021.

2. **Present Situation**

- a) By correspondence dated April 26, 2021, Community Housing Partners Corporation (“CHPC”) is requesting the Board’s approval to transfer ownership to entities affiliated with JE Properties LLC (“JE Properties”) assumption and extension of HOME Loan Documents for three of the four Developments and the assumption of SAIL loan documents for the fourth development, Horizon House Sunset. Also, in the correspondence, request for approval of the refinancing of new first mortgage loans and subordination of the HOME Loan Documents, HOME LURA(s), SAIL Loan Documents and SAIL LURA for each property to the new first mortgage loans.
- b) The SAIL loan principal for Horizon House Sunset will be paid down \$1,000,000 and all accrued interest simultaneously with the refinancing.

SPECIAL ASSETS

Consent

- c) Staff received a credit underwriting report ([Exhibit A](#)) from Seltzer Management Group, Inc. providing a positive recommendation to refinance the first mortgage loans, renegotiate and subordinate the SAIL and HOME loan documents to the new first mortgage loans.

3. Recommendation

- a) Approve the refinance of the existing first mortgages, assumption renegotiation and subordination of the SAIL and Home loan documents to the new first mortgages with paydown of the SAIL loan, and modifications to any other loan documents deemed necessary by FHFC counsel, all subject to the conditions outlined in the credit underwriter's report, further approvals and verifications by the credit underwriter, counsel and appropriate FHFC staff, and direct staff to proceed with loan document modification activities, as needed.

SPECIAL ASSETS

Consent

B. Request Approval of Transfer of Ownership, Assumption and Renegotiation of Loans for Four developments of Community Housing Partners Corporation (CHPC) to Decro

Development Name: Heron Woods (“Development”)	Location: Citrus County
Developer/Principal: Community Housing Partners Corp of Florida (“Developer”); Community Housing Partners Corp of Florida (“Borrower”)	Set-Aside: HOME 20%@50%, 80% @ 60%; AMI HOME LURA 50 years;
Number of Units: 50	Allocated Amount: HOME \$3,250,000
Demographics: Family	Servicer: First Hosing Development Corporation
Development Name: Magnolia Village (“Development”)	Location: Citrus County
Developer/Principal: Community Housing Partners Corp of Florida (“Developer”); Community Housing Partners Corp of Florida (“Borrower”)	Set-Aside: HOME 20%@50%, 80% @ 60%; AMI HOME LURA 50 years;
Number of Units: 40	Allocated Amount: HOME \$2,931,000
Demographics: Family	Servicer: Seltzer Management Group, Inc.
Development Name: Nature Walk (“Development”)	Location: Citrus County
Developer/Principal: Community Housing Partners Corp of Florida (“Developer”); Community Housing Partners Corp of Florida (“Borrower”)	Set-Aside: HOME 20%@50%, 80% @ 60%; AMI HOME LURA 50 years;
Number of Units: 50	Allocated Amount: \$4,220,000
Demographics: Family	Servicer: Seltzer Management Group, Inc.
Development Name: Azalea (“Development”)	Location: Hardee County
Developer/Principal: Heritage Affordable Development, Inc. (“Developer”); Community Housing Partners Corp of Florida (“Borrower”)	Set-Aside: HOME 20%@50%, 80% @ 60%; AMI HOME LURA: 50 years;
Number of Units: 40	Allocated Amount: SAIL \$2,325,000;
Demographics: Family	Servicer: First Hosing Development Corporation

SPECIAL ASSETS

Consent

1. **Background**

- a) **Heron Woods** - Florida Housing Finance Corporation issued a \$3,250,000 Home Investment Partnership Program Loan (“HOME”) construction/permanent loan to Florida Low Income Housing Associates, Inc., a Florida limited partnership (“Borrower”), for the development of 50 single family rental homes in Citrus County. The HOME loan closed on April 17, 2001 and matured on April 17, 2021. At the January 22, 2021 Board meeting the Board approved a one-year extension to April 17, 2022.
- b) **Magnolia Village** - During the 2003 HOME Cycle, Florida Housing awarded a \$2,931,000 HOME loan to Florida Low Income Housing Associates, Inc., a Florida limited partnership (“Borrower”), for the construction of a 40-unit multifamily development in Citrus County. The HOME loan closed on December 23, 2003 and will mature on June 30, 2025.
- c) **Nature Walk** - During the 2005 funding cycle, Florida Housing Finance Corporation (“FHFC”) issued a \$4,220,000 HOME loan to Community Housing Partners Corp of Florida (“Borrower”), a Florida limited liability company, for the construction of a 50-unit multifamily development in Citrus County, Florida. The loan closed on May 15, 2009 and will mature on May 15, 2029.
- d) **Azalea Apartments** - Florida Housing Finance Corporation issued a \$2,325,000 HOME loan to Community Housing Partners Corp of Florida (“Borrower”), a Florida limited liability company, for the construction of a 40-unit multifamily development in Hardee County, Florida. The loan closed on May 3, 2004 and will mature on May 3, 2034.

2. **Present Situation**

- a) By correspondence dated May 24, 2021, Community Housing Partners Corporation (“CHPC”) is requesting the Board’s approval to transfer ownership to entities affiliated with Decro Corporation (“Decro”). The transaction encompasses the four developments currently under contract. (collectively, the “Decro Portfolio”). The request also consists of releasing all existing guarantors and replacement with new guarantors, assumption of the HOME loans and HOME Land Use Restriction Agreements (“LURA”) for the Decro Portfolio. The extension of HOME loan maturities to December 31, 2039.
- b) Also, within the correspondence, request for the refinancing of the Azalea Apartments which will include a new first mortgage loan and subordination of the HOME Loan and HOME LURA, all requirements of the new first mortgage lender. In addition, AGMP Acquisitions, LLC (“AGMP”) will be making a new subordinate mortgage loan for each transaction in the Decro Portfolio, to execute the sale, request for FHFC to approve the recording of each AGMP mortgage loan.

SPECIAL ASSETS

Consent

- c) Staff received a credit underwriting report ([Exhibit B](#)) from Seltzer Management Group, Inc. providing a positive recommendation that FHFC approve the transfer of ownership; the renegotiation and assumption of all HOME Loan Documents and HOME LURA(s); the extension of each HOME loan maturity to December 31, 2039; the extension of each HOME LURA; the refinancing of Azalea Apartments, subordination of the HOME documents; the release of the existing Guarantors and the replacement with new Guarantors from post-closing period obligations.

3. **Recommendation**

- a) Approve the transfer of ownership, the renegotiation, assumptions and subordination of the HOME Loan Documents, the extensions of the HOME loan maturities, the release of existing Guarantors and replacement with new Guarantors, the refinancing of the Azalea Apartments, and modification of any other loan documents deemed necessary by FHFC counsel, all subject to the conditions outlined in the credit underwriter's report, further approvals and verifications by the credit underwriter, counsel and appropriate FHFC staff, and direct staff to proceed with loan document modification activities, as needed.

SPECIAL ASSETS

Consent

C. **Request Approval to Refinance the First Mortgage and Transfer the Ownership for Atlantic Pines Apartments, Ltd., a Florida Limited Partnership, for Atlantic Pines Apartments (SAIL 90S-002/SAIL SL93-01/RFP 2008-04-04RRP/HC 91L-001)**

Development Name: Atlantic Pines (“Development”)	Location: Monroe County
Developer/Principal: Community Housing Partners Corp of Florida (“Developer”); Community Housing Partners Corp of Florida (“Borrower”)	Set-Aside: HOME 100%@60 AMI DEMO, HC 30 years, SAIL LURA 50 years;
Number of Units: 14	Allocated Amount: Demo \$377,573, HC 9% \$60,015 SAIL \$612,882
Demographics: FW FW	Servicer: First Hosing Development Corporation

1. **Background**

- a) Florida Housing Finance Corporation two SAIL loans in the amounts of \$425,242 and \$187,639, to Florida Low Income Housing Associates, Inc., a Florida limited partnership (“Borrower”), for the development of a 14-unit multifamily residential property in Monroe County. The two SAIL loans were consolidated in March 2009. The SAIL loan closed on March 13, 2009, maturing on May 1, 2039. On September 16, 2009, the development received a Demonstration Loan (RFP 2008-04-04RRP) in the amount of \$377,573 and will mature September 30, 2039. Housing Credits were provided in the amount of \$60,015.

2. **Present Situation**

- a) By correspondence dated May 24, 2021, Atlantic Pines, LLC (“Atlantic Pines”) is requesting the Board’s approval to transfer ownership to Atlantic Pines. The request also consists of releasing all existing guarantors and replacement with new guarantors, assumption of State Apartment Incentive Loan (“SAIL”) Loan and SAIL Land Use Restriction Agreements (“LURA”) and Extended Low Income Housing Agreement (“ELIHA”) by Atlantic Pines. Refinance of the first mortgage and subordination of the SAIL documents and ELIHA. In addition, AGMP Acquisitions, LLC (“AGMP”) will make a new subordinate mortgage loan for development and request for FHFC to approve the AGMP mortgage loan. Prior to or concurrent with the acquisition, the Demonstration Loan will be paid in full.
- b) Staff received a credit underwriting report ([Exhibit C](#)) from Seltzer Management Group, Inc. providing a positive recommendation to the transfer of ownership; the refinancing, assumption and subordination of the SAIL, SAIL LURA and the ELIHA documents to the new first mortgage loan; the release of the existing Guarantors and the replacement with new Guarantors from post-closing period obligations.

SPECIAL ASSETS

Consent

3. **Recommendation**

- a) Approve the transfer of ownership, the renegotiation, assumptions and subordination of all SAIL, SAIL LURA and ELIHA documents, the release of existing Guarantors and replacement with new Guarantors, and modification of any other loan documents deemed necessary by FHFC counsel, all subject to the conditions outlined in the credit underwriter's report, further approvals and verifications by the credit underwriter, counsel and appropriate FHFC staff, and direct staff to proceed with loan document modification activities, as needed.

SPECIAL ASSETS

Consent

- D. Request Approval to Refinance the First Mortgage, Assume, Renegotiate and Extend the SAIL ELI Loans, and Transfer the Ownership for Stratford Point Apartments, Ltd., a Florida Limited Partnership, for Stratford Point Apartments (RFP2010-16-06/RFP2011-05-03/2000-537C)**

Development Name: Stratford Point Apartments (“Development”)	Location: Seminole County
Developer/Principal: Lincoln Avenue Capital (“Developer”)/ Stratford Point Apartments, Ltd. (“Borrower”)	Set-Aside: SAIL ELIs 5%[@]33%; 20%[@]33%; HC 100%[@]60% AMI SAIL ELIs: 15/15 years; EUA: 30 years
Number of Units: 384	Allocated Amount: SAIL ELIs \$1,500,000 & \$5,700,000; HC \$1,100,100
Demographics: Family	Servicer: First Housing Development Corporation

1. Background

- a) During the 2000 funding cycle, Florida Housing Finance Corporation (“FHFC”) issued tax-exempt bonds in the original amount of \$12,965,000, and FHFC issued taxable bonds in the original amount of \$6,325,000 to fund a first mortgage loan to Stratford Point Limited Partnership, a Florida limited partnership (“Borrower”), for the development of a 384-unit apartment complex in Seminole County, Florida. The Multifamily Revenue Bonds (“MMRB”) loan closed on November 30, 2000. The first mortgage loan was guaranteed with Florida Housing’s Guarantee Program (“Guarantee Program”). The Development also received a 2000 allocation of low-income housing tax credits (“HC”) of \$1,100,100.
- b) The Borrower received a Subordinate Mortgage Initiative (“SMI”) loan of \$1,049,385, and two State Apartment Incentive Loan Extremely Low Income (“SAIL ELI”) loans of \$1,500,000 and \$5,700,000. The SMI loan closed on June 17, 2009. The first SAIL ELI loan closed on May 2, 2011 and matures on July 1, 2048. The second SAIL ELI loan closed on April 26, 2012 and matures on July 1, 2048.
- c) In March 2013, the Board approved the refinancing of the existing first mortgage loan. The proceeds were used to satisfy the existing first mortgage thereby redeeming the underlying bonds and effectively terminating the mortgage loan guaranty issued by the Guarantee Program and its associated financial risk to FHFC. The SMI loan was paid off. The MMRB Land Use Restriction Agreement was terminated.
- d) In July 2020, the Board approved the refinancing of the first mortgage and transfer of ownership of the Development from Stratford Point Limited Partnership, an affiliate of Picerne, to Stratford Point Apartments, Ltd., an affiliate of Lincoln Avenue Capital.

2. Present Situation

- a) The Borrower requests consent from the Board to transfer the ownership of the Development from Stratford Point Apartments, Ltd. to Stratford Point Preservation, Ltd., an affiliate of Lincoln Avenue Capital LLC (“Purchaser”).

SPECIAL ASSETS

Consent

- b) The Purchaser requests consent to refinance the existing first mortgage, to subordinate the SAIL ELI loan documents and HC Extended Low-Income Housing Agreement (“ELIHA”) to the new first mortgage, and to assume the SAIL ELI loan documents and HC ELIHA. The SAIL ELI loans will also be renegotiated and extended as part of this transaction.
- c) Staff received a credit underwriting report ([Exhibit D](#)) from First Housing Development Corporation with a positive recommendation for approval of the refinancing of the first mortgage, subordination of the SAIL ELI loan documents and the HC ELIHA, the renegotiation and extension of the SAIL ELI loans, and the transfer of ownership.

3. Recommendation

- a) Approve the refinancing of the first mortgage, subordination of the SAIL ELI loan documents and the HC ELIHA to the new first mortgage, renegotiation and extension of the SAIL ELI loans, the transfer of ownership and assumption of the SAIL ELI loans,, subject to the conditions provided in the credit underwriter’s report, further approvals and verifications by the credit underwriter, counsel, and appropriate Florida Housing staff, and direct staff to proceed with loan document modification activities, as needed.

SPECIAL ASSETS

Consent

E. Request Approval of the Transfer of General Partner Interest and Addition of Guarantor for Rolling Acres Club II, L.L.L.P., a Florida Limited Partnership, for Rolling Acres Club II Apartments (2007-129S/2007-129 SUPP/2007-517C)

Development Name: Rolling Acres Club II Apartments (“Development”)	Location: Lake County
Developer/Principal: Atlantic Housing Partners (“Developer”)/ Rolling Acres Club II, L.L.L.P. (“Borrower”)	Set-Aside: SAIL & Sup. 10%@33%, 60%@60%; HC 100%@60% AMI LURA 50 years; Sup. 35 years; EUA 50 years
Number of Units: 35	Allocated Amount: SAIL \$2,289,000; Supplemental \$340,000; HC \$2,358,560
Demographics: Elderly	Servicer: AmeriNat, LLC

1. Background

- a) During the 2007 funding cycle, Florida Housing Finance Corporation (“Florida Housing”) awarded a State Apartment Incentive Loan (“SAIL”) in the amount of \$2,289,000 and a Supplemental loan in the amount of \$340,000 to Rolling Acres Club II, L.L.L.P. (“Borrower”), a Florida limited partnership, for the development of a 35-unit property in Lake County, Florida. The SAIL loan matures on November 1, 2042. The Supplement loan matures on December 1, 2023. The Development also received a 2007 allocation of low-income housing tax credits (“HC”) of \$2,358,560.

2. Present Situation

- a) The Borrower requests consent from the Board to transfer the general partner interest of the Development from Rolling Acres Club II Managers, LLC to Southern Affordable Services, Inc. (SAS).
- b) The Borrower also requests the inclusion of SAS as an additional guarantor. The current guarantors will remain in place.
- c) Staff received a credit underwriting report ([Exhibit E](#)) from AmeriNat with a positive recommendation for approval of the transfer of the general partner interest and the addition of a guarantor.

3. Recommendation

- a) Approve the transfer of general partner interest and the addition of a guarantor subject to the conditions provided in the credit underwriter’s report, further approvals and verifications by the credit underwriter, counsel, and appropriate Florida Housing staff, and direct staff to proceed with loan document modification activities, as needed.