

STATE OF FLORIDA  
FLORIDA HOUSING FINANCE CORPORATION

CASE NO. 2019-022VW

WOODLAND PARK  
REDEVELOPMENT I, LLC

Petitioner,

v.

FLORIDA HOUSING FINANCE  
CORPORATION

Respondent.

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**PETITION FOR WAIVER OF**  
**RULE 67-48.0072(4)(c)**

Petitioner Woodland Park Redevelopment I, LLC, a Florida limited liability limited company (“Woodland”) submits its Petition to Respondent Florida Housing Finance Corporation (the “Corporation” or “Respondent”) for a waiver of certain provisions of its Request for Proposal 2015-106 (the “RFP”) and Rule 67-48.0072(4)(c) (2014) pertaining to the required closing date for a SAIL loan.

1. Pursuant to Section 120.542, Fla. Stat. (2017) and Rules 28-104.001 through 28-104.006, F.A.C., Woodland requests a waiver of certain provisions of the RFP and Rule 67-48.0072(4)(c) pertaining to the required closing date for a SAIL loan, in order to obtain an extension of the SAIL loan closing date.

2. The name, address, telephone and facsimile numbers for Woodland and its qualified representative are:

Woodland Park Redevelopment I, LLC  
9400 South Dadeland Boulevard  
Suite 100  
Miami, Florida 33156  
Attn: David Deutch  
(305) 854-7100 (telephone)  
(305) 859-9858 (telecopier)  
[David@pinnaclehousing.com](mailto:David@pinnaclehousing.com) (e-mail)

3. The name, address, telephone and facsimile numbers of Woodland's attorneys are:

Gary J. Cohen, Esq.  
Shutts & Bowen LLP  
200 S. Biscayne Blvd., Ste. 4100  
Miami, Florida 33131  
305-347-7308 (telephone)  
305-347-7808 (telecopier)  
[gcohen@shutts.com](mailto:gcohen@shutts.com) (e-mail)

4. Pursuant to RFA 2015-106, Woodland timely submitted its application for SAIL loan funds and for competitive Housing Credits under the Low Income Housing Tax Credit program ("LIHTC Program" or "HC Program"). See Application Number 2016-008CS.

5. The SAIL loan funds and equity raised from Housing Credits will be used for redevelopment of 96 residential units (all of which will be low-income housing tax credit units) to be known as Woodland Park Phase I (the "Development"). The Development will primarily serve low-income tenants in Gainesville, Florida. The Development entails the new construction of four residential buildings.

6. On January 29, 2016, Woodland's application was preliminarily selected for funding by FHFC, and the award to Woodland was finalized at the January 29, 2016 Corporation Board of Directors meeting. Petitioner received an invitation to enter credit underwriting on

May 6, 2016. The invitation to credit underwriting represented a preliminary commitment for a SAIL loan in the amount of \$3,840,000.00.

7. Under Section 11.f of Exhibit C to the RFA and Rule 67-48.0072(4)(c), the SAIL Loan must close within twelve months of the date of the invitation to enter credit underwriting. Applicants may request one extension of up to twelve months. In the event the loan does not close by the end of the twelve-month extension period, the preliminary commitment or firm commitment, as applicable, for the SAIL loan will be deemed void and the funds will be de-obligated. Woodland has previously been granted extensions to the closing deadline, extending such deadline to May 1, 2019. For the reasons set forth below, Woodland is requesting an extension of the SAIL loan closing deadline to September 4, 2019.

8. Woodland previously encountered delays due to difficulty in procuring a construction contract within the limits of the Corporation's total development cost per unit ("TDC") limitations. However, at this point, a general contractor has been successfully procured. At the Corporation's February 1, 2019 Board Meeting, the final credit underwriting report for the development (including a Viability Loan in the amount of \$1,250,000) was approved. Since that time, Petitioner has been proceeding towards closing. Building permits have been obtained, demolition has commenced, and documentation for the loans to the Development (from Citibank, N.A., Freddie Mac, the Corporation and Gainesville Housing Authority) is well under way, as well as documentation for the equity investment in the Housing Credits by Citibank, N.A. Petitioner anticipates submitting all of the foregoing documentation to the United States Department of Housing and Urban Development ("HUD") on or before March 15; HUD must approve all of the foregoing documentation since there is an Annual Contributions Contract ("ACC") for the Development and because the Development involves the

demolition and reconstruction of housing formerly owned and operated by a public housing authority.

9. Typically, the foregoing HUD approval process takes approximately 30-45 days. However, due to the shutdown of the Federal government in December 2018 through January 2019, Petitioner has been advised that there is no assurance that HUD approval of the transaction will be forthcoming in time to meet the current May 1, 2019 closing deadline. Transactions for which documentation has been submitted to HUD in December 2018 have been advised by HUD that an approval time frame cannot currently be provided. Since the next Corporation Board Meeting is not scheduled until May 10, 2019 (after the expiration of the above-referenced deadline), Petitioner cannot afford to wait until the next Corporation Board Meeting to see whether or not HUD approves the subject transaction in time to meet such closing deadline. For this reason, Petitioner is requesting the extension of the loan closing deadline until September 4, 2019, which date is coterminous with the loan closing date contained in the February 4, 2019 firm loan commitment from the Corporation (including a 90 day extension as of right).

10. As discussed above, the delays have been caused by circumstances outside Woodland's control.

11. Woodland seeks an extension of the SAII loan closing deadline from May 1, 2019 to September 4, 2019. Petitioner respectfully requests that no further extension fee be imposed, given that the reason for the delay described herein is wholly outside of Woodland's control.

12. The requested waiver and variance will not adversely affect the Development. A denial of the Petition, however, would (a) result in substantial economic hardship to Woodland,

(b) deprive Gainesville and Alachua County of essential affordable rental units set aside for low-income and very low-income tenants, and (c) violate principles of fairness.

13. The applicable Rules for which waivers are requested are implementing, among other sections of the Florida Housing Finance Corporation Act (the "Act"),<sup>1</sup> the statute that created the SAIL loan program. *See* §420.5087, Fla. Stat. (2017).

14. The requested waiver will ensure the availability of Housing Credits and SAIL loan financing which might otherwise be lost as a consequence of development delays described herein.

15. The facts set forth in Sections 8 and 9 of this Petition demonstrate the hardship and other circumstances which justify Woodland's request for Rule waiver.

16. As demonstrated above, the requested waivers serve the purposes of Section 420.5099 and the Act, as a whole, because one of their primary goals is to facilitate the availability of decent, safe and sanitary housing in the State of Florida to low-income persons and households.

17. Further, by granting the requested waivers, FHFC would recognize principles of fundamental fairness in the development of affordable rental housing. This recognition would promote participation by experienced developer entities in meeting the purposes of the Act, regardless of the possible delays from factors outside of their control. In addition, grant of the requested waivers will permit the development of much needed housing for low-income and very low-income tenants. The residential units to be developed by Woodland are intended to replace existing public housing units, from which tenants have already been relocated. Utilities to the

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<sup>1</sup> The Florida Housing Finance Corporation Act is set forth in Sections 420.501 through 420.55 of the Florida Statutes (the "Act").

existing (to-be-demolished) units have been disconnected, and such units are not habitable, resulting in hardship to such relocated tenants should the Development not proceed.

18. The requested waivers will not adversely impact the Development or the Corporation.

19. The waivers being sought are permanent in nature.

Should the Corporation require additional information, Woodland is available to answer questions and to provide all information necessary for consideration of its Petition for Waiver.

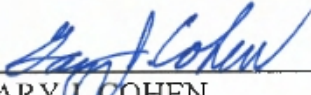
WHEREFORE, Petitioner respectfully requests that the Corporation:

A. Grant the Petition and all the relief requested therein;

B. Waive the requirement that the SAIL loan close by May 1, 2019


and grant an extension of such closing date through September 4, 2019 with no further extension fee imposed; and

C. Award such further relief as may be deemed appropriate.

  
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GARY J. COHEN  
Shutts & Bowen LLP  
200 S. Biscayne Blvd., Suite 4100  
Miami, Florida 33131  
(305) 347-7308  
ATTORNEYS FOR PETITIONER

**CERTIFICATE OF SERVICE**

The original Petition is being served by facsimile and overnight delivery for filing with the Corporation Clerk of the Florida Housing Finance Corporation, 227 North Bronough Street, City Centre Building, Room 5000, Tallahassee, Florida 32399, with copies served by overnight delivery on the Joint Administrative Procedures Committee, Room 680, Pepper Building, 111 W. Madison Street, Tallahassee, Florida 32399-1400 this 1st day of March, 2019.

  
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GARY J. COHEN