

FLORIDA HOUSING FINANCE CORPORATION
Board Meeting
June 19, 2015
Consent Items



HOME RENTAL

Consent

I. HOME RENTAL

A. Request Approval to Extend the Credit Underwriting Deadline for Gateway Townhomes (“Gateway”) a HOME Rental Developments approved under RFA 2014-109

1. Background

- a) Request for Applications (RFA) 2014-109 was open to Applicants proposing the construction of affordable housing utilizing HOME Investment Partnerships Program (HOME Rental) Funding for Developments in Rural Areas. The RFA was issued on May 29, 2014 and Applications were received on or prior to July 1, 2014.
- b) Florida Housing received six (6) Applications in response to the RFA ([Exhibit A](#)). All Applications met the criteria to be eligible for funding. The Review Committee recommended the Applications be selected for funding and invitation to enter credit underwriting.
- c) On August 8, 2014, the Board approved the selection of six (6) Applications, including Gateway for funding and invitation to credit underwriting.
- d) RFA 2014-109 required the Applicants to complete credit underwriting prior to March 31, 2015, in order for Florida Housing to issue a firm commitment for the HOME Rental loan by June 30, 2015. All six Applicants had submitted information to the credit underwriters, however they requested an extension until the June 19, 2015 Board Meeting, due to missing items needed to complete the reports. The Board granted the extension at the March 20, 2015 Board Meeting.

2. Present Situation

- a) Gateway has experienced delays due to an overall increase in the cost of construction that has required the developer to submit new plans for the development. The re-design of the site plan has delayed the completion of the credit underwriting report. Board action on March 20, 2015 required RFA 2014-109 Applicants to complete the credit underwriting by the June 19, 2015 Board Meeting. Due to the delays created by the site re-design, the developer of Gateway will be unable to meet that deadline.
- b) Paces Foundation, the developer for Gateway has requested an extension of their credit underwriting deadline ([Exhibit A](#)) until July 15, 2015, as a result of the redesign of the development. Pending receipt of the missing items, the credit underwriter should have a completed credit underwriting report on or prior to the July 15, 2015, requested date.

3. Recommendation

Approve the Developer’s requests to extend the deadline for completion of the credit underwriting report for Gateway, an RFA 2014-109 Applicant to July 15, 2015.

HOME RENTAL

Consent

B. Request Approval of HOME Credit Underwriting Report for Greentree West (2014-405H)

Development Name: Greentree West (“Development”)	Location: Hendry County
Developer: Hendry County Non-Profit Housing, Inc. (“Developer”)	Set-Aside: 20% @ 50% AMI 80% @ 60% AMI 50 HOME Units
Type: New Construction/Quadrplexes	HOME: \$4,171,790
Total Number of Units: 50	Demographics: Rural

1. Background/Present Situation

- a) The Applicant applied for funding under Request for Applications (“RFA”) 2014-109, seeking an allocation of HOME Program funds for rental developments in rural areas. On August 8, 2014, the Board approved the selection of six (6) Applications, including Greentree West, for funding and invitation to credit underwriting.
- b) On August 18, 2014, the Corporation issued a preliminary commitment letter. In accordance with the RFA, the Developer had a March 31, 2015 deadline to complete the credit underwriting report.
- c) On March 20, 2015, the Board approved the Developer’s request to extend the completion of the credit underwriting reports from the March 31, 2015 deadline, to no later than the June 19, 2015 Board Meeting.
- d) Rule Chapter 67-48.0072(4)(c), F.A.C. states the loan must close within 12 months of the date of the letter of invitation to enter credit underwriting. Applicants may request one (1) extension of the closing date, up to 12 months.
- e) On June 4, 2015, staff received a final credit underwriting report with a positive recommendation for a HOME loan in the amount of \$4,171,790 ([Exhibit B](#)). Staff has reviewed this report and finds that the Development meets all of the requirements of Rule Chapter 67-48, F.A.C.

2. Recommendation

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

HOME RENTAL

Consent

C. Request Approval of HOME Credit Underwriting Report for Moore Haven Apartments (2014-406H)

Development Name: Moore Haven Apartments (“Development”)	Location: Glades County
Developer: Southwest Florida GWI Housing XVII, Inc., General Home Development Corporation of Pinellas, Inc. (“Developers”)	Set-Aside: 20% @ 50% AMI 80% @ 60% AMI 50 HOME Units
Type: New Construction/Quadrplexes	HOME: \$4,783,500
Total Number of Units: 50	Demographics: Rural

1. Background/Present Situation

- a) The Applicant applied for funding under Request for Applications (“RFA”) 2014-109, seeking an allocation of HOME Program funds for rental developments in rural areas. On August 8, 2014, the Board approved the selection of six (6) Applications, including Moore Haven Apartments, for funding and invitation to credit underwriting.
- b) On August 18, 2014, the Corporation issued a preliminary commitment letter. In accordance with the RFA, the Developer had a March 31, 2015 deadline to complete the credit underwriting report.
- c) On March 20, 2015, the Board approved the Developers’ request to extend the completion of the credit underwriting reports from the March 31, 2015 deadline, to no later than the June 19, 2015 Board Meeting.
- d) Rule Chapter 67-48.0072(4)(c), F.A.C. states the loan must close within 12 months of the date of the letter of invitation to enter credit underwriting. Applicants may request one (1) extension of the closing date, up to 12 months.
- e) On June 4, 2015, staff received a final credit underwriting report with a positive recommendation for a HOME loan in the amount of \$4,783,500 ([Exhibit C](#)). Staff has reviewed this report and finds that the Development meets all of the requirements of Rule Chapter 67-48, F.A.C.

2. Recommendation

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

HOME RENTAL

Consent

D. Request Approval of HOME Credit Underwriting Report for Cyndy's Place (2014-408H)

Development Name: Cyndy's Place ("Development")	Location: DeSoto County
Developer: NVision Communities, Inc., Texas Housing, LLC ("Developers")	Set-Aside: 20% @ 50% AMI 80% @ 60% AMI 18 HOME Units
Type: New Construction/Single Family Homes	HOME: \$2,284,200
Total Number of Units: 18	Demographics: Rural

1. Background/Present Situation

- a) The Applicant applied for funding under Request for Applications ("RFA") 2014-109, seeking an allocation of HOME Program funds for rental developments in rural areas. On August 8, 2014, the Board approved the selection of six (6) Applications, including Cyndy's Place, for funding and invitation to credit underwriting.
- b) On August 18, 2014, the Corporation issued a preliminary commitment letter. In accordance with the RFA, the Developer had a March 31, 2015 deadline to complete the credit underwriting report.
- c) On March 20, 2015, the Board approved the Developers' request to extend the completion of the credit underwriting reports from the March 31, 2015 deadline, to no later than the June 19, 2015 Board Meeting.
- d) Rule Chapter 67-48.0072(4)(c), F.A.C. states the loan must close within 12 months of the date of the letter of invitation to enter credit underwriting. Applicants may request one (1) extension of the closing date, up to 12 months.
- e) On June 4, 2015, staff received a final credit underwriting report with a positive recommendation for a HOME loan in the amount of \$2,284,000 ([Exhibit D](#)). Staff has reviewed this report and finds that the Development meets all of the requirements of Rule Chapter 67-48, F.A.C.

2. Recommendation

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

HOME RENTAL

Consent

E. Request Approval of HOME Credit Underwriting Report for Casa San Juan Bosco II (2014-407H)

Development Name: Casa San Juan Bosco II (“Development”)	Location: DeSoto County
Developer: National Development of America, Inc. (“Developer”)	Set-Aside: 20% @ 50% AMI 80% @ 60% AMI 44 HOME Units
Type: New Construction/Single Family Homes	HOME: \$6,510,000
Total Number of Units: 44	Demographics: Rural

1. Background/Present Situation

- a) The Applicant applied for funding under Request for Applications (“RFA”) 2014-109, seeking an allocation of HOME Program funds for rental developments in rural areas. On August 8, 2014, the Board approved the selection of six (6) Applications, including Casa San Juan Bosco II, for funding and invitation to credit underwriting.
- b) On August 18, 2014, the Corporation issued a preliminary commitment letter. In accordance with the RFA, the Developer had a March 31, 2015 deadline to complete the credit underwriting report.
- c) On March 20, 2015, the Board approved the Developers’ request to extend the completion of the credit underwriting reports from the March 31, 2015 deadline, to no later than the June 19, 2015 Board Meeting.
- d) Rule Chapter 67-48.0072(4)(c), F.A.C. states the loan must close within 12 months of the date of the letter of invitation to enter credit underwriting. Applicants may request one (1) extension of the closing date, up to 12 months.
- e) On June 4, 2015, staff received a final credit underwriting report with a positive recommendation for a HOME loan in the amount of \$6,510,000 ([Exhibit E](#)). Staff has reviewed this report and finds that the Development meets all of the requirements of Rule Chapter 67-48, F.A.C.

2. Recommendation

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

9% HOUSING CREDITS

Consent

II. 9% HOUSING CREDITS

A. Request Approval to Add Principal of the Developer for Flamingo West (2014-111C)

Development Name:	Flamingo West
Developer/Principal:	Blue Sky Communities, LLC
Number of Units	72
Location :	Hillsborough County
Type/Demographic:	Family
Set-Aside:	10% @ 40% AMI and 90% @ 60% AMI
Allocated Amount:	\$680,000 (HC)

1. Background/Present Situation

- a) Flamingo West applied under Request for Applications (“RFA”) 2013-002 for Competitive Housing Credits as an Acquisition/Rehabilitation Development providing 72 set-aside units in Hillsborough County, Florida. Flamingo West was invited to enter credit underwriting on March 14, 2014.
- b) The Developer has requested Board approval, required by Rule 67-48.004(3)(b), to allow a change in the Principals of the Developer ([Exhibit A](#)). The Principals of the Developer as submitted in the RFA is attached as [Exhibit B](#).
- c) The Developer proposes to admit Scott MacDonald as a new Principal of the Developer. All other Principals as submitted in the RFA will remain unchanged ([Exhibit C](#)).

2. Recommendation

Approve the request to allow for the admission of a new Principal of the Developer as referenced above.

9% HOUSING CREDITS

Consent

B. Request Approval to Replace General Partner of the Applicant for Brownsville Transit Village IV (2009-149C/2010-032CX/2011-013CX)

Development Name:	Brownsville Transit Village IV
Developer/Principal:	Brownsville Village IV Development, LLC
Number of Units	102
Location :	Miami-Dade County
Type/Demographic:	Family
Set-Aside:	10% @ 33% AMI and 90% @ 60% AMI
Allocated Amount:	\$2,449,000.00 (HC); \$5,850,000 (Exchange)

1. Background/Present Situation

- a) Brownsville Village IV, Ltd. received an allocation of 9% Housing Credits and Tax Credit Exchange Program Funding (“Exchange”) to finance the New Construction of Brownsville Transit Village IV (the “Development”), providing 102 set-aside units in Miami-Dade County, Florida.
- b) On April 9, 2015, Florida Housing (“FHFC”) received a request from U.S.A. Institutional Tax Credit Fund LXXI, LP (“Limited Partner”) to remove Brownsville Village IV, LLC (“Current General Partner”), and replace it with Replacement GP BTV, LLC (“GP BTV”), a newly formed single-purpose entity which is an affiliate of the Limited Partner ([Exhibit D](#)). The sole member of GP BTV is Brian Myers, President of Richman Asset Management, Inc.
- c) The request is due to the Current General Partner failure to submit a final cost certification to FHFC. As a result, the construction loan made to the Partnership remains outstanding and is currently in default.
- d) On May 27, 2015, FHFC received a positive recommendation from the credit underwriter recommending the replacement of the Current General Partner with GP BTV ([Exhibit E](#)).

2. Recommendation

Staff recommends the Board grant the request of the Limited Partner to replace the Current General Partner with GP BTV.

LEGAL

Consent

III. LEGAL

A. In Re: Harbor City Towers, LLLP - FHFC Case No. 2015-007VW

Development Name: (“Development”):	Crossings at Indian Run
Developer/Principal: (“Developer”):	SP Crossings LLC
Number of Units: 344	Location: Martin County
Type: Garden Style Apartments	Set Asides: 100% @ 60% AMI
Demographics: Family	HC: \$1,680,529

1. Background

- a) Petitioner successfully applied for a Multifamily Mortgage Revenue Bond (MMRB) and a 4% Non-Competitive Housing Credit to assist in the acquisition and rehabilitation of Crossings at Indian Run, a 344 unit Low Income housing development in Martin County, Florida. In connection with this Application, Petitioner committed to set aside 100% (344 units) for Low Income Tenants (at 60% of Area Median Income (AMI)).
- b) On April 23, 2015, Florida Housing received a “Petition for Waiver from Rule 67-21.003(8)(j)” from Petitioner. A copy of the Amended Petition is attached as [Exhibit A](#).

2. Present Situation

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

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) Petitioner requests a waiver of the above Rule to permit it to amend its application to decrease the total set-aside percentage for the MMRB from 100% to 84%. This would allow some 54 current tenants to remain in their units even though they have incomes greater than 60% of AMI, until replaced through the normal leasing process by income-qualified tenants.
- c) Had Petitioner selected an 84% total set-aside for the MMRB in its original Application, it would not have affected its eligibility for the bond or housing credit funding. Because these programs are non-competitive, granting this variance would not allow Petitioner to gain any unfair advantage over other applicants for such bonds or housing credits.
- d) On April 27, 2015, the Notice of Petition was published in the Florida Administrative Register in Volume 41, Number 81. To date, Florida Housing has received no comments concerning the Petition.

LEGAL

Consent

- 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) Petitioner has demonstrated that strict application of the above Rule under these circumstances would constitute a substantial hardship and violate the principles of fairness, by unnecessarily subjecting these current tenants to the hardship of locating alternate housing.

3. **Recommendation**

Staff recommends the Board **GRANT** Petitioner's request for a waiver of the above Rule to permit a reduction in the Development's set-aside regarding the MMRB from 100% @ 60% AMI to 84% @ 60% AMI. Staff will also amend Petitioner's corresponding Carryover Allocation Agreement. This waiver is not needed for, and will not impact, the current set-aside requirements regarding the 4% Non-Competitive Housing Credit.

MULTIFAMILY BONDS

Consent

IV. MULTIFAMILY BONDS

- A. Request Approval for a Subordination of the Land Use Restriction Agreement (LURA) and Extended Use Agreement (EUA) for Enclave at Pine Oaks (2004 Series A / 2004-532C / Guarantee / HUD Risk Sharing)

Development Name: Enclave at Pine Oaks fka Garfield Place	Location: Volusia County
Developer/Principal (“Applicant”): Dominium LLC	Set-Asides: 85% @ 60% AMI (MMRB) 100% @ 60% AMI (Housing Credits) 100% @ 120% AMI (Guarantee)
Funding Source: Multifamily Mortgage Revenue Bonds (MMRB), Guarantee Program/HUD Risk Share, and 4% Housing Tax Credits (Housing Credits).	Amount: \$10,480,000 MMRB \$761,111 Housing Credits
Number of Units: 228	Type: Family

1. **Background**

Florida Housing financed the construction of the above referenced Development in 2004 with \$10,480,000 in tax exempt bonds designated as 2004 Series A and an allocation of Housing Credits in the amount of \$761,111.

2. **Present Situation**

- a) The Borrower intends to use the proceeds of a new HUD 223(f) loan to redeem the existing 2004 Series A bonds and effectively terminate the mortgage loan guaranty issued by the Guarantee Program and its associated financial risk to FHFC.
- b) The Borrower requests that the Low Income Housing Tax Credit Extended Use Agreement (“EUA”) and the Land Use Restriction Agreement (“LURA”) be subordinated to the new first mortgage.

3. **Recommendation**

Approve the subordination of the MMRB LURA and Housing Credits EUA to the new first mortgage upon the refinancing of the first mortgage and termination of the Guarantee Program commitment thereon, subject to further approvals and verifications by counsel and appropriate Florida Housing staff and direct staff to proceed with loan document modification activities.

MULTIFAMILY BONDS

Consent

B. Request Approval of Credit Underwriting Report for Stevens Duval (2014-145B / 2014-420S)

Development Name: Stevens Duval	Location: Duval County
Developer/Principal (“Applicant”): Southport Development, Inc. / SP SD Apartments LLC	Set-Asides: 30% @ 33% AMI (MMRB and Housing Credits) 70% @ 60% AMI (MMRB and Housing Credits) 5% @ 33% AMI (SAIL and ELI) 95% @ 60% AMI (SAIL and ELI)
Funding Source: Multifamily Mortgage Revenue Bonds (MMRB), State Apartment Incentive Loan (SAIL), ELI Gap Funding (ELI) and 4% Housing Tax Credits (Housing Credits)	Amount: \$4,400,000 MMRB \$1,800,000 SAIL \$183,600 ELI \$292,745 Housing Credits
Number of Units: 52	Type: Elderly

1. Background/Present Situation

- a) On August 25, 2014, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2014-111 for SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing Credits.
- b) As required in RFA 2014-111, the Applicant submitted a Non-Competitive Application package requesting MMRB in the amount of \$4,000,000 (which request was subsequently increased to \$4,400,000) and non-competitive Housing Credits in the amount of \$280,000.
- c) On October 30, 2014, the Board approved the final scores and recommendations for RFA 2014-111 and directed staff to proceed with all necessary credit underwriting activities.
- d) On February 6, 2015, staff issued an invitation to enter credit underwriting to the Applicant.
- e) Staff reviewed the credit underwriting report dated June 3, 2015, giving a positive recommendation for a SAIL loan in the amount of \$1,800,000, ELI Gap funding in the amount of \$183,600, \$4,400,000 in Tax Exempt MMRB, and \$292,745 in Housing Credits ([Exhibit A](#)). Staff finds that the development meets all of the requirements of RFA 2014-111 and the Non-Competitive Application.

2. Recommendation

Approve the recommendation of the Credit Underwriter outlined in the final credit underwriting report recommending and allocating \$229,745 in 4% Housing Credits, \$4,400,000 in Tax Exempt MMRB, \$1,800,000 in SAIL, and \$183,600 in ELI Gap Funding for the rehabilitation of the Development, subject to further approvals and verifications by the Credit Underwriter, Bond Counsel, Special Counsel, and the appropriate Florida Housing staff.

MULTIFAMILY BONDS

Consent

C. Request Approval of Credit Underwriting Report for Brookside Square (2014-132B / 2014-417S)

Development Name: Brookside Square Court	Location: Pinellas County
Developer/Principal (“Applicant”): Bluesky Communities, LLC / Brookside Tax Credit, Ltd.	Set-Asides: 5% @ 40% AMI (MMRB, SAIL, ELI and Housing Credits) 95% @ 60% (MMRB, SAIL, ELI and Housing Credits)
Funding Source: Multifamily Mortgage Revenue Bonds (MMRB), State Apartment Incentive Loan (SAIL), ELI Gap Funding (ELI) and 4% Housing Tax Credits (Housing Credits)	Amount: \$9,500,000 MMRB \$4,400,000 SAIL \$383,600 ELI \$605,400 Housing Credits
Number of Units: 142	Type: Family

1. Background/Present Situation

- a) On August 25, 2014, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2014-111 for SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing Credits.
- b) As required in RFA 2014-111, the Applicant submitted a Non-Competitive Application package requesting MMRB in the amount of \$9,000,000 (which request was subsequently increased to \$9,500,000) and non-competitive Housing Credits in the amount of \$547,132.
- c) On October 30, 2014, the Board approved the final scores and recommendations for RFA 2014-111 and directed staff to proceed with all necessary credit underwriting activities.
- d) On December 19, 2014, staff issued an invitation to enter credit underwriting to the Applicant.
- e) On June 1, 2015, the Borrower submitted a request to make a change to the principals of the Developer ([Exhibit B](#)). The managing member, Blue Sky Communities, LLC, is adding a principal, Scott MacDonald, with a (5%) interest. The interest for the current members, Shawn Wilson and Weedon Enterprises LLC, will decrease slightly as a result of the new principal addition. All other principals will remain the same.
- f) Staff reviewed the credit underwriting report dated June 3, 2015, giving a positive recommendation for a SAIL loan in the amount of \$4,400,000, ELI Gap Funding in the amount of \$383,600, \$9,500,000 in Tax Exempt MMRB, and \$605,400 in Housing Credits ([Exhibit C](#)). Staff finds that the development meets all of the requirements of RFA 2014-111 and the Non-Competitive Application.

MULTIFAMILY BONDS

Consent

2. **Recommendation**

Approve the request for a change to the principal of Developer in addition to the approval of the final credit underwriting report recommending an allocation of \$605,400 in 4% Housing Credits, \$9,500,000 in Tax Exempt MMRB, \$4,400,000 in SAIL, and \$383,600 in ELI Gap Funding for the rehabilitation of the Development, subject to further approvals and verifications by the Credit Underwriter, Bond Counsel, Special Counsel, and the appropriate Florida Housing staff.

MULTIFAMILY BONDS

Consent

D. Assignment of Bond Underwriter and Recommended Method of Sale

1. Background

- a) Pursuant to staff's request for approval to issue bonds to finance the acquisition and rehabilitation 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 professionals for each transaction and approval of the recommended method of sale. A brief description of the Developments are detailed below along with staff's recommendations.
- b) Pursuant to Rule 67-21.0045, F.A.C., staff has requested a review of the proposed bond structures by the Independent Registered Municipal Advisor (IRMA) in order to make a recommendation to the Board for the method of bond sale. Caine Mitter and Associates Incorporated has prepared an analysis and recommendation for the method of bond sale for the Developments. The recommendation letters are attached as [Exhibit D](#) and [E](#).

2. Present Situation

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

3. Recommendation

Approve the assignment of the recommended professionals and the Independent Registered Municipal Advisor's recommendations for the method of bond sales, 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
Stevens Duval	Duval County	52	Negotiated Public Offering	RBC Capital Markets, LLC	Exhibit D
Brookside Square	Pinellas County	142	Limited Public Offering	RBC Capital Markets, LLC	Exhibit E

MULTIFAMILY PROGRAMS

Consent

V. MULTIFAMILY PROGRAMS

A. Request an Extension of Credit Underwriting Report Deadline for Coalition Lift (RFP 2014-102/2014-347P)

Development Name:	Coalition Lift
Applicant/Principal:	Coalition Lift, LLC
Location :	Miami-Dade County
Demographic:	Homeless
Number of Units/Type:	34 Garden Apartments
Set-Aside:	30% @ 33% AMI & 70% @ 60% AMI
Allocated Amount:	\$3,400,000.00 Base Loan & \$825,000.00 ELI Loan

1. Background/Present Situation

- a) On January 17, 2014, Florida Housing Finance Corporation issued a Request for Proposals (RFP) 2014-102 for Financing to Develop Permanent Supportive Housing for High Needs/High Cost Individuals who are Chronically Homeless.
- b) On March 14, 2014, the Board approved the final scores and recommendations for RFP 2014-102, and directed staff to proceed with all necessary credit underwriting activities.
- c) On April 1, 2014, staff issued a preliminary commitment letter and invitation to enter credit underwriting to Coalition Lift, LLC. Per the RFP, the credit underwriting report must be submitted to the Board for approval within 9 months of the date of invitation.
- d) On December 1, 2014, staff approved a request to extend the credit underwriting report approval deadline from January 1, 2015 to March 20, 2015, pursuant to the requirements of the RFP.
- e) On February 9, 2015, staff received correspondence from the Applicant requesting an additional extension of the credit underwriting report deadline.
- f) On March 20, 2015, the Board approved a request to extend the credit underwriting report deadline from March 20, 2015 to June 19, 2015.
- g) On June 1, 2015, staff received correspondence from the Applicant requesting an additional extension of the credit underwriting report deadline in order to secure additional financing.
- h) Staff is requesting an extension of the credit underwriting report deadline from the June 19, 2015 Board meeting to the October 30, 2015 Board meeting. This additional extension will allow sufficient time to secure additional financing and complete the credit underwriting process.

MULTIFAMILY PROGRAMS

Consent

2. **Recommendation**

Grant an extension of the credit underwriting report deadline from the June 19, 2015 Board meeting to the October 30, 2015 Board meeting.

MULTIFAMILY PROGRAMS

Consent

B. Request Extensions of Credit Underwriting Report Deadline and Closing Deadline for Cottage Avenue Apartments (RFA 2014-101/2014-332G)

Development Name:	Cottage Avenue Apartments
Applicant/Principal:	Ability Housing of Northeast Florida, Inc.
Location :	Duval County
Demographic:	Homeless
Number of Units/Type:	12 Garden Apartments
Set-Aside:	50% @ 33% AMI & 50% @ 60% AMI
Allocated Amount:	\$1,182,422.00 Grant & \$172,800.00 ELI

1. Background/Present Situation

- a) On January 8, 2014, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2014-101 for Financing to Build Permanent Supportive Housing for Homeless Persons and Families. The funding must be used to purchase and renovate existing houses or to construct or purchase and renovate small specialty housing of 15 units or less.
- b) On March 14, 2014, the Board approved the final scores and recommendations for RFA 2014-101, and directed staff to proceed with all necessary credit underwriting activities.
- c) On April 7, 2014, staff issued a preliminary commitment letter and invitation to enter credit underwriting to Ability Housing of Northeast Florida, Inc. Per the RFA, the funding must close by October 31, 2014.
- d) On October 17, 2014, staff approved a request to extend the loan closing deadline from October 31, 2014 to January 31, 2015, pursuant to the requirements of the RFA.
- e) On November 18, 2014, staff received correspondence from the Applicant requesting an additional loan closing extension due to an unexpected delay related to the zoning of the development.
- f) On December 12, 2014, the Board approved a request to extend the closing deadline from January 31, 2015 to April 30, 2015.
- g) On February 18, 2015, staff received correspondence from the Applicant requesting an additional extension of the closing deadline.
- h) On March 20, 2015, the Board approved a request to extend the closing deadline from April 30, 2015 to July 31, 2015, provided that the credit underwriting report was presented at the June 19, 2015 Board meeting.
- i) On May 27, 2015, staff received correspondence from the Applicant requesting an additional extension of the closing deadline in order to complete the Certificate of Use (COU) application process with the City of Jacksonville.

MULTIFAMILY PROGRAMS

Consent

- j) Conditioned upon obtaining COU approval by July 30, 2015, staff is requesting a waiver of the July 31, 2015 closing deadline and an additional extension of the closing deadline to December 11, 2015, provided that the credit underwriting report deadline is extended to the October 30, 2015 Board meeting. These additional extensions will allow sufficient time to obtain COU approval in order to resolve the zoning issue, complete the credit underwriting process and proceed with closing activities.

2. **Recommendation**

Conditioned upon obtaining COU approval by July 30, 2015, approve a waiver of the July 31, 2015 closing deadline and grant an additional closing extension to December 11, 2015, provided that the credit underwriting report deadline is extended to the October 30, 2015 Board meeting.

MULTIFAMILY PROGRAMS

Consent

C. **Request Approval to Change Principal of Developer for Duval Park (RFP 2013-08/2013-111C)**

Development Name:	Duval Park
Applicant/Principal:	Duval Park, Ltd.
Location :	Pinellas County
Demographic:	Veterans with Special Needs
Number of Units/Type:	88 Garden Apartments
Set-Aside:	25% @ 40% AMI & 75% @ 60% AMI
Allocated Amounts:	\$1,300,000 – 9% Housing Credit (HC) \$3,175,128 – Set-Aside Gap Loan \$300,000 – ELI Supplemental Loan

1. **Background/Present Situation**

- a) On April 15, 2013, Florida Housing Finance Corporation issued a request for proposals (RFP) 2013-08 for financing to build special needs high priority affordable housing developments. On June 21, 2013, the Board approved the final scores and recommendations and directed staff to proceed with all necessary credit underwriting activities.
- b) On November 12, 2013, staff issued a preliminary commitment letter and an invitation to enter credit underwriting to Duval Park, Ltd. The Board approved a final credit underwriting report with a positive recommendation for funding on August 8, 2014, and directed staff to proceed with issuance of a firm commitment and closing activities. The loans were closed on October 2, 2014.
- c) On February 24, 2015, the Board approved a request by the Borrower to change the financing structure and place additional subordinate debt on Duval Park. The additional debt will go toward various increases in construction costs. Due to these changes, the Set-Aside Gap Loan was reduced based on gap financing needs.
- d) On May 20, 2015, the Borrower submitted a request to make a change to the principals of the Developer ([Exhibit A](#)). The managing member, Blue Sky Communities, LLC, is adding a principal, Scott MacDonald, with a (5%) interest. The interest for the current members, Shawn Wilson and Weedon Enterprises LLC, will decrease slightly as a result of the new principal addition. All other principals will remain the same.

2. **Recommendation**

Approve the change to the principal of developer as requested.

MULTIFAMILY PROGRAMS

Consent

D. Request Approval of Loan Closing Extension for Liberty Village (2014-398CS)

Development Name: Liberty Village (“Development”)	Location: Miami-Dade County
Developer/Principal: Carrfour Supportive Housing, Inc. (“Developer”)	Set-Aside: 25% @ 33% AMI and 75% @ 60% AMI
Number of Units: 60	Requested Amounts: SAIL: \$2,400,000, ELI Gap loan \$225,000, 9% HC \$1,310,000
Development Category/Type: New Construction/High Rise	Demographic: Veterans with a Disabling Condition

1. Background/Present Situation

- a) On April 4, 2014, Florida Housing Finance Corporation issued a Request for Applications 2014-107 (RFA) for the Financing of Permanent Supportive Housing with a Priority to Assist Veterans with a Disabling Condition that Lack Permanent and Stable Housing.
- b) On June 13, 2014, the Board approved the final scores and recommendations and directed staff to proceed with all necessary credit underwriting activities.
- c) On June 19, 2014, staff issued a preliminary commitment letter and an invitation to enter credit underwriting to Osprey Apartments, LLC. Per the RFA, the loan must close by June 19, 2015.
- d) On May 7, 2015, staff received a request from the Applicant requesting an extension of the loan closing deadline of June 19, 2015 ([Exhibit B](#)), which will allow additional time to complete the credit underwriting process. Per the RFA, the loan must close within 12 months of the date of the invitation to enter credit underwriting. Applicants may request one (1) extension of up to 12 months related to the loan closing. Staff has reviewed the request and finds that the development meets all of the requirements of the RFA.

2. Recommendation

Approve the request to extend the loan closing deadline from June 19, 2015 to June 19, 2016, pursuant to the requirements of the RFA.

PREDEVELOPMENT LOAN PROGRAM (PLP)

Consent

VI. PREDEVELOPMENT LOAN PROGRAM (PLP)

A. Request Approval of PLP Loan Amount for Tacolcy Tuscany Cove I, LLC, a not-for-profit entity, for Tuscany Cove I (2014-008P-09)

DEVELOPMENT NAME (“Development”):	Tuscany Cove I
APPLICANT/DEVELOPER (“Developer”):	Tacolcy Tuscany Cove I, LLC
CO-DEVELOPER:	Stone Soup Development, Inc. Talcocy Economic Development Corporation
NUMBER OF UNITS:	160
LOCATION (“County”):	Miami-Dade County
TYPE:	Elderly
MINIMUM SET ASIDE:	20% @ 50% AMI
PLP LOAN AMOUNT:	\$500,000
ADDITIONAL COMMENTS:	

1. Background

- a) On October 10, 2014, the Developer submitted a PLP application for Tuscany Cove I in the amount of \$500,000.
- b) On October 24, 2014, Florida Housing issued an Invitation to Participate in the PLP to the Developer.

2. Present Situation

- a) On May 20, 2015, 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 \$500,000.
- b) The City of Miami is the current owner of the subject property. The developer has an agreement to purchase the property from Miami for \$10 and has a closing deadline of December 31, 2015. The agreement does not allow the sale to take place until close of construction financing, which already has been awarded by Florida Housing under RFA 2014-103, so the site is not available as collateral for the PLP loan. Because the site is not available to serve as collateral for the PLP loan, the developer requests approval to provide other collateral as allowed under Section 67-38.0026(6), F.A.C.
- c) The developer proposes to provide a subordinate lien on Edison Towers, a 121 unit apartment building. An appraisal dated March 27, 2015, indicates that the market value of the development is \$6.4 million. There are five prior hard and soft liens on the property totaling \$3.9 million, leaving \$2.5 million in equity available as collateral for the PLP loan.
- d) Staff has reviewed the Development Plan and determined that all budget items are PLP eligible. Staff has also evaluated the proposed alternate collateral and has determined that this will provide Florida Housing with adequate security for the PLP loan.

PREDEVELOPMENT LOAN PROGRAM (PLP)

Consent

3. **Recommendation**

Approve the PLP Loan in the amount of \$500,000 to Tacolcy Tuscany Cove I, LLC, for Tuscany Cove I and allow staff to commence with the loan closing process.

PROFESSIONAL SERVICES SELECTION (PSS)

Consent

VII. PROFESSIONAL SERVICES SELECTION (PSS)

A. Affordable Housing Catalyst Program

1. Background

The Affordable Housing Catalyst Program provides essential training and technical assistance to local governments, non-profits and community based organizations on state and federal housing programs, with an emphasis on the State Housing Initiatives Partnership (SHIP) program and the Hardest Hit Fund (HHF).

2. Present Situation

- a) The original term of the Affordable Housing Catalyst Program contract between Florida Housing and the current service provider, the Florida Housing Coalition, expired June 30, 2014 and allowed for two one-year renewals. On June 13, 2014, the Board approved the first of the two renewals. This renewal was executed and is set to expire on June 30, 2015.
- b) The technical assistance and training provided through the Catalyst program will continue to be critical to the success of the SHIP and HHF programs in Fiscal Year 2015-2016 to provide local governments access to professional guidance in managing the funds appropriated.
- c) The Coalition has adequately carried out its responsibilities under the current contract.

3. Recommendation

Staff recommends that the Board authorize staff to enter into contract renewal negotiations with the Florida Housing Coalition for the second one-year period to expire on June 30, 2016, for provision of Catalyst Program training and technical assistance services, and to enter into a contract renewal that is dependent on funding that is made available for the program.

PROFESSIONAL SERVICES SELECTION (PSS)

Consent

B. Renewal for Independent Registered Municipal Advisor Contract

1. Background

- a) At the September 2014 meeting, the Board of Directors of Florida Housing authorized staff to enter into contract negotiations with Caine Mitter & Associates Incorporated for Independent Registered Municipal Advisor services.
- b) The initial one (1) year term of this contract began on October 3, 2014. Contingent upon the vendor satisfactorily performing its obligations under the contract as determined by Florida Housing, this contract may be renewed up to three (3) times. Each renewal shall be for an additional one year period. All three (3) optional renewal terms remain.

2. Present Situation

Florida Housing staff supports a renewal to extend the term of the contract for the first one (1) year period.

3. Recommendation

Staff believes that it is in the best interest of Florida Housing to continue to retain Caine Mitter & Associates Incorporated pursuant to the existing contract and recommends the Board direct staff to proceed with the first one (1) year renewal option.

PROFESSIONAL SERVICES SELECTION (PSS)

Consent

C. Renewal for Management Company Contract

1. Background

- a) At the December 2010 meeting, Florida Housing's Board of Directors authorized staff to expand the pool of available Management Companies. Subsequent to that meeting, Florida Housing entered into a contract with Wilson Management Company to perform these services for the Corporation.
- b) The initial one (1) year term of this contract began on September 29, 2011. Contingent upon the vendor satisfactorily performing its obligations under the contract as determined by Florida Housing, this contract may be renewed a total of three (3) times for a one (1) year period. This contract has already been renewed twice.

2. Present Situation

Florida Housing staff supports a renewal to extend the term of the contract for a third and final one (1) year period.

3. Recommendation

Staff believes that it is in the best interest of Florida Housing to continue to Wilson Management Company pursuant to the existing contract and recommends the Board direct staff to proceed with a third and final one (1) year renewal option.

STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

Consent

VIII. STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

A. Request Approval of Loan Closing Extension for Coquina Place (2014-318S)

Development Name: Coquina Place (“Development”)	Location: Miami-Dade County
Developer/Principal: Brookstone Partners, LLC (“Developer”)	Set-Aside: 10% @ 33% AMI and 90% @ 60% AMI
Number of Units: 96	Requested Amounts: SAIL: \$2,592,000, ELI Gap loan \$750,000, \$8,400,000, 4% HC \$2,891,000
Development Category/Type: New Construction/Garden Apartments	Demographic: Family

1. Background/Present Situation

- a) On January 10, 2014, Florida Housing Finance Corporation issued a Request for Applications 2014-103 (RFA) for the Financing of Affordable Multifamily Housing Developments with SAIL Funding to be Used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing Credits.
- b) On August 8, 2014, the Board approved the final scores and recommendations for the RFA, and directed staff to proceed with all necessary credit underwriting activities.
- c) On August 14, 2014, staff issued a preliminary commitment letter and an invitation to enter credit underwriting to Coquina Place Associates, Ltd.
- d) On May 14, 2015, staff received a request from the Applicant requesting an extension of the loan closing deadline of August 14, 2015 ([Exhibit A](#)), which will allow additional time to complete the credit underwriting process. Per the RFA, the loan must close within 12 months of the date of the invitation to enter credit underwriting. Applicants may request one (1) extension of up to 12 months related to the loan closing. Staff has reviewed the request and finds that the development meets all of the requirements of the RFA.

2. Recommendation

Approve the request to extend the loan closing deadline from August 14, 2015 to August 14, 2016, pursuant to the requirements of the RFA.

STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

Consent

B. Request Approval of Loan Closing Extension for Northwest Gardens V (2014-322S)

Development Name: Northwest Gardens V (“Development”)	Location: Broward County
Developer/Principal: APC Northwest Properties V Development, LLC ; HEF-Dixie Court Development, LLC (“Developer”)	Set-Aside: 10% @ 30% AMI and 90% @ 60% AMI
Number of Units: 200	Requested Amounts: SAIL: \$4,960,000, ELI Gap loan \$1,500,000
Development Category/Type: New Construction/Garden Apartments	Demographic: Elderly

1. Background/Present Situation

- a) On January 10, 2014, Florida Housing Finance Corporation issued a Request for Applications 2014-103 (RFA) for the Financing of Affordable Multifamily Housing Developments with SAIL Funding to be Used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing Credits.
- b) On August 8, 2014, the Board approved the final scores and recommendations for the RFA, and directed staff to proceed with all necessary credit underwriting activities.
- c) On August 14, 2014, staff issued a preliminary commitment letter and an invitation to enter credit underwriting to Northwest Properties V, Ltd.
- d) On May 27, 2015, staff received a request from the Applicant requesting an extension of the loan closing deadline of August 14, 2015 ([Exhibit B](#)), which will allow additional time to complete the credit underwriting process. Per the RFA, the loan must close within 12 months of the date of the invitation to enter credit underwriting. Applicants may request one (1) extension of up to 12 months related to the loan closing. Staff has reviewed the request and finds that the development meets all of the requirements of the RFA.

2. Recommendation

Approve the request to extend the loan closing deadline from August 14, 2015 to August 14, 2016, pursuant to the requirements of the RFA.

STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

Consent

C. Request Approval of Credit Underwriting Report for Residences at Crystal Lake (2014-425S)

Development Name: Residences at Crystal Lake (“Development”)	Location: Broward County
Developer/Principal: NuRock Development Partners, Inc. (“Developer”)	Set-Aside: 5% @ 30% AMI and 95% @ 60% AMI
Number of Units: 92	SAIL: 5,000,000, ELI Gap loan \$457,600
Development Category/Type: New Construction/Townhomes	Demographic: Family

1. **Background/Present Situation**

- a) On August 25, 2014, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2014-111 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 October 30, 2014, the Board approved the final scores and recommendations for RFA 2014-111, and directed staff to proceed with all necessary credit underwriting activities.
- c) On November 25, 2014, staff issued an at-risk credit underwriting opportunity to the NuRock Development Partners, Inc. per their request.
- d) On May 28, 2015, staff received a final credit underwriting report with a positive recommendation for funding ([Exhibit C](#)). Staff has reviewed this report and finds that the development meets all of the requirements of RFA 2014-111.

2. **Recommendation**

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

D. Request Approval of Credit Underwriting Letter for Carolina Club (RFA 2014-108-02)

Development Name:	Carolina Club
Developer/Principal:	Cornerstone Group Development, LLC
Number of Units:	224
Location :	Volusia County
Type/Demographic:	Rental/Family (Guarantee, SAIL and HC)
Set-Aside:	90.18% @ 60% AMI & 9.82% @ 33% (HC & SAIL)
Allocated Funding Amount:	\$2,325,000 SAIL \$525,342 Housing Credit
SAIL ELI Funding under RFA 2014-108:	\$2,475,000

1. Background/Present Situation

- a) On August 18, 2014, Florida Housing staff issued a request for applications (RFA) 2014-108 to award SAIL ELI funding to existing Florida Housing Guarantee Program developments, with closing on the SAIL ELI funding to occur simultaneously with their refinancing out of the Guarantee Program portfolio.
- b) On September 19, 2014, the Board approved the final scores and recommendations and directed staff to proceed with all necessary credit underwriting activities.
- c) On September 25, 2014, staff issued a preliminary commitment and invitation to enter credit underwriting to Carolina Club for SAIL ELI funding.
- d) On May 29, 2015, staff received a credit underwriting letter with a positive recommendation for a SAIL ELI loan in the amount of \$2,475,000 ([Exhibit D](#)). Staff has reviewed this report and finds that the development meets all requirements of RFA 2014-108.

2. Recommendation

Approve the credit underwriting letter and direct staff to proceed with issuance of a firm loan commitment and loan closing activities.

STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

Consent

E. Request Approval of Waiver Requests for Paul Laurence Dunbar Senior Complex (2014-300S)

Development Name: Paul Laurence Dunbar Senior Complex (“Development”)	Location: Palm Beach County
Applicant/Borrower: Paul Laurence Dunbar Senior Complex, Ltd. (“Developer”)	Set-Asides: 30% @ 30% AMI and 70% @ 60% AMI
Number of Units: 99	Loan Amount: SAIL \$2,474,000 & ELI Gap Loan \$750,000
Type: Garden Style	Housing Credit Allocation: \$807,469
Demographic: Elderly	MMRB: N/A

1. Background/Present Situation

- a) On January 10, 2014, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2014-103 for the Financing of Affordable Multifamily Housing Developments with SAIL Funding to be used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing Credits.
- b) On August 8, 2014, the Board approved the final scores and recommendations for RFA 2014-103, and directed staff to proceed with all necessary credit underwriting activities.
- c) On August 14, 2014, staff issued a preliminary commitment letter and an invitation to enter credit underwriting to Paul Laurence Dunbar Senior Complex, Ltd.
- d) On April 14, 2015 the Applicant requested a waiver and adjustment of the Total Development Cost (TDC) per Unit Limitation ([Exhibit E](#)). Per the RFA, the TDC per unit limitations before and after the allowable escalation factor (1.8%) are \$201,000 and \$204,618 per unit, respectively. The Applicant requested an increase to the TDC per unit limitation to \$216,000 per unit due to increased construction costs and compliance with Davis-Bacon requirements. Staff recommends an increase of the TDC per unit limitation to only \$206,000 per unit before the allowable escalation factor.
- e) On April 15, 2015, the Applicant requested a waiver of Rule 67-21.026(12)(e) and Rule 67-48.0072(17)(f) in order to allow one subcontractor to receive more than 20% of construction cost for the development ([Exhibit F](#)). The shell work for the development equals 23.83% of total construction costs. The shell work will be subcontracted to one company. There is no affiliation between the shell subcontractor and general contractor.
- f) On May 28, 2015, the Applicant requested a waiver to allow the 30% ELI set-aside be adjusted to 10% if they should lose their HAP contract, which is subject to Congressional appropriation ([Exhibit G](#)). At the time of application, the development was located in a Limited Development Area (LDA) due to proximity of an FHFC Guarantee Program development. The development has since refinanced and this location was removed from the LDA in the most recent RFA.

STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

Consent

- g) These waiver requests are made in connection with the SAIL Consent item seeking approval of the final credit underwriting report.

2. Recommendation

Staff recommends approval of all waiver requests referenced above.

STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

Consent

F. Request Approval of Credit Underwriting Report for Paul Laurence Dunbar Senior Complex (2014-300S)

Development Name: Paul Laurence Dunbar Senior Complex (“Development”)	Location: Palm Beach County
Applicant/Borrower: Paul Laurence Dunbar Senior Complex, Ltd. (“Developer”)	Set-Asides: 30% @ 30% AMI and 70% @ 60% AMI
Number of Units: 99	Loan Amount: SAIL \$2,474,000 & ELI Gap Loan \$750,000
Type: Garden Style	Housing Credit Allocation: \$807,469
Demographic: Elderly	MMRB: N/A

1. **Background/Present Situation**

- a) On January 10, 2014, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2014-103 for the Financing of Affordable Multifamily Housing Developments with SAIL Funding to be used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing Credits.
- b) On August 8, 2014, the Board approved the final scores and recommendations for RFA 2014-103, and directed staff to proceed with all necessary credit underwriting activities.
- c) On August 14, 2014, staff issued a preliminary commitment letter and an invitation to enter credit underwriting to Paul Laurence Dunbar Senior Complex, Ltd.
- d) On June 2, 2015, staff received a final credit underwriting report with a positive recommendation for funding ([Exhibit H](#)). Staff has reviewed this report and finds that the development meets all of the requirements of RFA 2014-103.

2. **Recommendation**

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

SPECIAL ASSETS

Consent

IX. SPECIAL ASSETS

A. Request Approval of Modification of the First Mortgage for National Development Foundation, Inc., a Florida Non-Profit Corporation, for Tall Pines (2000-079S)

Development Name: Tall Pines (“Development”)	Location: Hendry County
Developer/Principal: National Development Foundation, Inc., (“Developer”) (“Borrower”)	Set-Aside: SAIL 15.4% @ 40% & 5.10% @ 50% & 79.5% @ 60% AMI; LURA: 50 years
Number of Units: 39	Allocated Amount: SAIL - \$2,535,000
Demographics: Family	Servicer: First Housing Development Corporation

1. Background

During the 2000/2001 State Apartment Incentive Loan (“SAIL”) Cycle XII, Florida Housing awarded a \$2,535,000 construction/permanent loan to National Development Foundation, Inc., (“Borrower”), a Florida non-profit corporation, for the development of a 39-unit development in Hendry County. The SAIL loan closed on April 8, 2002, and will mature on October 31, 2033.

2. Present Situation

- a) The Borrower requests consent from the Board to modify the existing first mortgage held by NLP. The modification terms include reduction of interest rate and extension of the first mortgage for five years beyond the current maturity date. The NLP modification terms require the SAIL loan and SAIL Land Use Restriction Agreement (“LURA”) be re-subordinated to the modified NLP loan.
- b) Staff received a credit underwriting report ([Exhibit A](#)) from First Housing Development Corporation providing a positive recommendation of the modification of the first mortgage and subordination of the SAIL loan and SAIL LURA.

3. Recommendation

Approve the modification of the first mortgage, subordination of the SAIL loan and the SAIL LURA to the modified first mortgage, subject to the conditions outlined in the credit underwriter’s report and subject to further approvals and verifications by the credit underwriter, counsel and appropriate Florida Housing staff, and direct staff to proceed with loan document modification activities.

SPECIAL ASSETS

Consent

B. Request Approval to Refinance the First Mortgage, Transfer General Partner Interests, and Renegotiate SAIL Loan Terms for Colony Park, Ltd., a Florida Limited Partnership, for Colony Park Apartments (GUAR 75/HUD Risk /2001-075S/2001-521C)

Development Name: Colony Park Apartments (“Development”)	Location: Palm Beach County
Developer/Principal: Shelter Corporation (“Developer”)/Colony Park, Ltd. (“Borrower”)	Set-Aside: SAIL 2.33% @25%; 97.67% @60%; HC 100% @60% AMI LURA: 50 years; EUA: 50 years
Number of Units: 130	Allocated Amount: SAIL \$1,340,000; HC \$444,906
Demographics: Family	Servicer: First Housing Development Corporation

1. Background

During the 2001 funding cycle, Florida Housing Finance Corporation (“FHFC”) awarded a State Apartment Incentive Loan (“SAIL”) in the original amount of \$1,340,000 to Colony Park, Ltd. (“Borrower”), a Florida limited partnership, for the development of a 130-unit apartment complex in Palm Beach County, Florida. The SAIL loan closed on June 13, 2002, and matures on August 1, 2041. The Development also received a 2001 allocation of low-income housing tax credits of \$444,906. The Development is HUD risk sharing with Florida Housing’s Guarantee Program (“Guarantee Program”).

2. Present Situation

- a) The Borrower requests consent from the Board to refinance the existing first mortgage. The Borrower intends to obtain a FHA HUD 223(f) first mortgage loan originated by Lancaster Pollard Mortgage Company, LLC, the proceeds of which will be used to satisfy the existing first mortgage from Palm Beach Housing Finance Authority, redeeming the underlying bonds and effectively terminating the mortgage guaranty issued by the Guarantee Program and its associated financial risk to FHFC.
- b) The new lender will require that the SAIL loan, the SAIL Land Use Restriction Agreement (“LURA”), and the Low Income Housing Tax Credit Extended Use Agreement (“EUA”) be subordinated to the new first mortgage. Also, the annual SAIL loan interest payments may not exceed 75% of surplus cash as required by the new first mortgage lender. The general partner interests will be transferred to SCA Properties, LLC.
- c) The Borrower has requested that the SAIL loan interest rate be modified from a 9% interest rate to a 3% interest rate in accordance with section 420.5087, FS and as stated in Rule 67-48. The Borrower has agreed to pay all accrued and outstanding 3% interest on the current SAIL note in order for the loan to be modified.
- d) Staff has received a credit underwriting report ([Exhibit B](#)) providing a positive recommendation for approval for the transfer of general partner interests, the renegotiation of the SAIL loan terms, and the new financing, and subordination of the SAIL loan, SAIL LURA, and HC EUA to the new first mortgage.

SPECIAL ASSETS

Consent

3. **Recommendation**

Approve the transfer of general partner interests contingent upon the refinancing of the first mortgage and termination of the Guarantee Program commitment thereon, the renegotiation of SAIL loan terms, and the refinancing of the first mortgage loan, and subordination of the SAIL loan, SAIL LURA, and HC EUA subject to the conditions outlined in the credit underwriter's report, and subject to 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

C. Request Approval to Refinance the First Mortgage, Renegotiate the SAIL Loan, and Remove the Managing Member for Carolina Club Associates, Ltd., a Florida Limited Partnership, for Carolina Club Apartments (GUAR/2001-016S/2001-526C)

Development Name: Carolina Club Apartments (“Development”)	Location: Volusia County
Developer/Principal: Cornerstone (“Developer”); Carolina Club Associates, Ltd. (“Borrower”)	Set-Aside: SAIL 9.82% @ 33%, 90.18% @ 60%; HC 100% @ 60% AMI LURA 50 years; EUA 50 years
Number of Units: 224	Allocated Amount: SAIL \$2,325,000; HC \$525,342
Demographics: Family	Servicer: Seltzer Management Group

1. Background

During the 2001 funding cycle, Florida Housing awarded a \$2,325,000 State Apartment Incentive Loan (“SAIL”) to Carolina Club Associates, Ltd., a Florida limited partnership (“Borrower”), for the development of a 224-unit apartment complex in Volusia County, Florida. The SAIL loan closed on June 28, 2002, and will mature on July 1, 2041. The Development also received a 2001 allocation of low-income housing tax credits of \$525,342. The Development is also part of Florida Housing’s Guarantee Program (“Guarantee Program”).

2. Present Situation

- a) The Borrower requests consent from the Board to refinance the existing first mortgage. The Borrower intends to obtain a HUD insured 223(f) program first mortgage loan originated by First Housing Development Corporation, the proceeds of which will be used to satisfy the existing first mortgage from the Housing Finance Authority of Volusia County, redeeming the underlying bonds, and effectively terminating the mortgage guaranty issued by the Guarantee Program and its associated financial risk to FHFC.
- b) The Borrower also requests that the term of the SAIL loan be extended to be co-terminus with the new first mortgage. The SAIL Land Use Restriction Agreement (“LURA”) will be extended by an equal amount of time. The SAIL loan, Low Income Housing Tax Credit Extended Use Agreement (“EUA”), and the SAIL LURA will need to be subordinated to the new first mortgage.
- c) The Borrower also requests that the annual SAIL loan interest payments not exceed 75% of surplus cash as required by the new first mortgage lender.
- d) The Borrower has requested that the SAIL loan interest rate be modified from a 9% interest rate to a 3% interest rate in accordance with section 420.5087, FS and as stated in Rule 67-48. The Borrower has agreed to pay all accrued and outstanding 3% interest on the current SAIL note in order for the loan to be modified.
- e) The Borrower further requests that one of the two managing members of the General Partner entity, Stuart I. Myers Family Partnership, Ltd., be removed. The sole managing member will be JL Holding Corporation with the principal owners being Jorge and Awilda Lopez.

SPECIAL ASSETS

Consent

- f) Staff received a credit underwriting report ([Exhibit C](#)) from Seltzer Management Group providing a positive recommendation for the new financing, subordination of the SAIL loan, SAIL LURA, and HC EUA to the new first mortgage, renegotiation of the SAIL loan terms to reduce the interest rate from 9% to 3%, extension of the SAIL loan, and the SAIL LURA by an equal amount of time, and the removal of the managing member.

3. **Recommendation**

Approve the removal of the managing member, refinancing of the first mortgage, subordination of the SAIL loan, SAIL LURA, and HC EUA to the new first mortgage, extension of the SAIL loan, and the SAIL LURA by an equal amount of time, renegotiation of the SAIL loan terms, and modifications to any other loan documents deemed necessary by FHFC counsel, subject to the conditions outlined 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

D. Request Approval of Refinancing of the First Mortgage and Extension and Modification of the SAIL Loan for Pointe Vista, Ltd., a Florida limited partnership, for Pointe Vista (97S-034/96L-049)

Development Name: Pointe Vista (“Development”)	Location: Orange County
Developer/Principal: Banyan Realty Advisors, LLC (“Developer”); Pointe Vista, Ltd. (“Borrower”)	Set-Aside: SAIL 100% @ 60% AMI; HC 15% @ 35% & 85% @ 60% AMI; LURA 53 years; EUA: 50 years
Number of Units: 100	Allocated Amount: SAIL - \$703,000; HC \$500,000
Demographics: Family	Servicer: Seltzer Management Group

1. Background

- a) During the 1996/97 State Apartment Incentive Loan (“SAIL”) Cycle, Florida Housing awarded a \$703,000 construction/permanent loan to Point Vista, Ltd. (“Borrower”), a Florida limited partnership, for the development of a 100-unit development in Orange County. The SAIL loan closed on November 19, 1996, and originally matured on December 3, 2012. The Development also received a 1996 allocation of low-income housing tax credits of \$500,000.
- b) At the November 2, 2012 Board meeting the Borrower’s request for first mortgage refinancing and extension and modification of the SAIL loan was approved and the transaction closed on January 29, 2013.

2. Present Situation

- a) The Borrower requests consent from the Board to refinance the existing first mortgage, subordinate the SAIL loan, the SAIL Land Use Restriction Agreement (“LURA”), and the Housing Credit Extended Use Agreement (“EUA”), and extend the SAIL loan for approximately ten years to be co-terminus with the new first mortgage. The Borrower has agreed to an extension of the LURA term equal to the loan extension.
- b) The Borrower also requests that the SAIL loan be further modified from the current interest only payments based on 3% interest, subject to cash flow, to a hard pay structure requiring annual payments of interest and principal with a 1% interest and a 25 year amortization schedule. The proposed payment structure will result in at least \$10,703 more in annual payments to Florida Housing than the current interest only payments.
- c) Staff received a credit underwriting report ([Exhibit D](#)) from Seltzer Management Group providing a positive recommendation for the new financing and subordination of the SAIL loan, SAIL LURA, and HC EUA to the new first mortgage, modification of the SAIL loan terms, a ten year extension of the SAIL loan to be co-terminus with the new first mortgage, and extension of the LURA term equal to the loan extension.

SPECIAL ASSETS

Consent

3. **Recommendation**

Approve the refinancing of the first mortgage, extension and modification of the SAIL loan terms, subordination of the SAIL loan, the SAIL LURA, and the HC EUA to the new first mortgage, subject to the conditions outlined in the credit underwriter's report and subject to further approvals and verifications by the credit underwriter, counsel and appropriate Florida Housing staff, and direct staff to proceed with loan document modification activities.

SPECIAL ASSETS

Consent

E. Request Approval of Refinancing of the First Mortgage and Modification of the SAIL Loan for Pointe Vista II, Ltd., a Florida limited partnership, for Pointe Vista II (98S-011/97L-502

Development Name: Pointe Vista II (“Development”)	Location: Orange County
Developer/Principal: Banyan Realty Advisors, LLC (“Developer”)/ Pointe Vista II, Ltd. (“Borrower”)	Set-Aside: 100% @ 60% AMI SAIL LURA: 50 years; EUA: 50
Number of Units: 288	Allocated Amount: SAIL: \$2,500,000; HC: \$820,452
Demographics: Family	Servicer: Seltzer Management Group

1. Background

During the 1997/98 State Apartment Incentive Loan (“SAIL”) Cycle Xa, Florida Housing awarded a \$2,500,000 loan to Pointe Vista II, Ltd., a Florida Limited Partnership (“Borrower”), for the development of a 288-unit apartment complex in Orange County, Florida. The SAIL loan closed on September 29, 1997 and will mature on October 1, 2029. The Development also received a 1997 allocation of low-income housing tax credits of \$820,452.

2. Present Situation

- a) The Borrower requests consent from the Board to refinance the existing first mortgage, subordinate the SAIL loan, the SAIL Land Use Restriction Agreement (“LURA”), and the Housing Credit Extended Use Agreement (“EUA”).
- b) The Borrower has also requested that the SAIL loan interest rate be modified from a 9% interest rate to a 3% interest rate in accordance with section 420.5087, FS and as stated in Rule 67-48. The Borrower has agreed to pay all accrued and outstanding 3% interest on the current SAIL note in order for the loan to be modified.
- c) The Borrower has also requested that the SAIL loan be further modified from the current interest only payments based on 3% interest, subject to cash flow, to a hard pay structure requiring annual payments of interest and principal with a 1% interest and a 25 year amortization schedule. The proposed payment structure will result in at least \$38,062 more in annual payments to Florida Housing than the current interest only payments.
- d) Staff received a credit underwriting report ([Exhibit D](#)) from Seltzer Management Group providing a positive recommendation for the new financing and subordination of the SAIL loan, SAIL LURA, and HC EUA to the new first mortgage, and modification of the SAIL loan terms.

SPECIAL ASSETS

Consent

3. **Recommendation**

Approve the refinancing of the first mortgage, modification of the SAIL loan terms, subordination of the SAIL loan, the SAIL LURA, and the HC EUA to the new first mortgage, subject to the conditions outlined in the credit underwriter's report and subject to further approvals and verifications by the credit underwriter, counsel and appropriate Florida Housing staff, and direct staff to proceed with loan document modification activities.

SPECIAL ASSETS

Consent

F. Request Approval to Refinance the First Mortgage for Ark Development/Overtown I, L.L.C., a Florida Limited Liability Company, for Beacon Apartments (TCEP 2009-058X)

Development Name: Beacon Apartments (“Development”)	Location: Miami-Dade County
Developer/Principal: Carlisle Group (“Developer”)/Ark Development/Overtown I, L.L.C. (“Borrower”)	Set-Aside: TCEP 10% @ 33%; 90% @ 60%; ELIHA: 50 years
Number of Units: 90	Allocated Amount: TCEP \$20,655,000
Demographics: Family	Servicer: Seltzer Management Group

1. Background

Under RFP 2009-04, Florida Housing Finance Corporation (“FHFC”) awarded a Tax Credit Exchange Program (“TCEP”) loan in the original amount of \$20,655,000 to Ark Development/Overtown I, L.L.C., (“Borrower”), a Florida Limited Liability Company, for the development of a 90-unit apartment complex in Miami-Dade County, Florida. The TCEP loan closed on April 28, 2010, and matures on October 28, 2026.

2. Present Situation

- a) The Borrower requests consent from the Board to refinance the existing first mortgage. The Borrower intends to obtain a first mortgage loan originated by Arbor Commercial Funding, the proceeds of which will be used to satisfy the existing first mortgage from First Housing Development Corporation.
- b) The new lender will require subordination of the TCEP loan and TCEP Extended Low Income Housing Agreement (“TCEP ELIHA”) to the new first mortgage.
- c) Staff received a credit underwriting report ([Exhibit E](#)) providing a positive recommendation for approval of the new financing and subordination of the TCEP loan and the TCEP ELIHA to the new first mortgage.

3. Recommendation

Approve refinancing of the first mortgage and subordination of the TCEP loan and the TCEP ELIHA to the new first mortgage subject to the conditions outlined in the credit underwriter’s report, and subject to further approvals and verifications by the credit underwriter, counsel, and appropriate Florida Housing staff, and direct staff to proceed with loan document modification activities.

SPECIAL ASSETS

Consent

- G. Request Approval of Modification of the First Mortgage and Modification of the SAIL Loan for Vista Del Lago Limited Partnership., a Florida limited partnership, for Courtyards on Flagler (95-011S/96L-007**

Development Name: Courtyard on Flagler (aka Vista Del Lago) (“Development”)	Location: Palm Beach County
Developer/Principal: Vista Del Lago Development Corporation (“Developer”)/ Vista Del Lago Limited Partnership (“Borrower”)	Set-Aside: 20% @ 40% & 80% @ 60% AMI SAIL LURA: 30 years; EUA: 45
Number of Units: 58	Allocated Amount: SAIL: \$600,000
Demographics: Family	Housing Credits: \$386,111

1. Background

- a) During the 1994/95 State Apartment Incentive Loan (“SAIL”) Cycle VII, Florida Housing awarded a \$600,000 loan to Vista Del Lago Limited Partnership, a Florida limited partnership (“Borrower”), for the development of a 58-unit apartment complex in Palm Beach County, Florida. The SAIL loan closed on January 23, 1996 and matured on January 23, 2013. The Development also received a 1996 allocation of low-income housing tax credits of \$386,111.
- b) The Board approved the Borrower’s request for an extension to January 23, 2016 at the January 30, 2015 meeting.

2. Present Situation

- a) The Borrower requests consent from the Board to modify the existing first mortgage. The Borrower intends to purchase the first mortgage from the current lender PNC and modify the payment terms to interest only.
- b) The Borrower has also requested that the SAIL loan interest rate be modified from a 9% interest rate to a 3% interest rate in accordance with section 420.5087, FS and as stated in Rule 67-48. The Borrower has agreed to pay all accrued and outstanding 3% interest on the current SAIL note in order for the loan to be modified.
- c) The Borrower has also requested that the SAIL loan be extended and further modified from the current interest only payments based on 3% interest, subject to cash flow, to a hard pay structure requiring annual payments of interest and principal with a 1% interest rate and a 30 year term. The Borrower has agreed to an extension of the SAIL Land Use Restriction Agreement (“LURA”) term equal to the loan extension.
- d) Staff has received a credit underwriting report ([Exhibit F](#)) from First Housing Development Corporation recommending approval for the modification to the first mortgage and modification of the SAIL loan terms and LURA extension.

SPECIAL ASSETS

Consent

3. **Recommendation**

Approve the modification of the first mortgage and extension and modification of the SAIL loan terms subject to the conditions outlined in the credit underwriter's report and subject to further approvals and verifications by the credit underwriter, counsel and appropriate Florida Housing staff, and direct staff to proceed with loan document modification activities.

SPECIAL ASSETS

Consent

H. Request Approval of the Renegotiation of the HOME Loan for Ballet Villages II Limited Partnership, a Florida limited partnership, for Ballet Villages II (95HR-012)

Development Name: Ballet Villages II (“Development”)	Location: Palm Beach County
Developer/Principal: Ballet Village Development Corporation (“Developer”); Ballet Village II Limited Partnership (“Borrower”)	Set-Aside: Home; 20% @ 50% & 80% @ 60% AMI LURA: 50 years
Number of Units: 17	Allocated Amount: HOME \$942,994
Demographics: Family	Servicer: First Housing Development Corporation

1. Background

During the 1995 HOME Cycle, Florida Housing awarded a \$942,994 construction/permanent loan to Ballet Villages II Limited Partnership, a Florida limited partnership (“Borrower”), for the construction of a 17-unit development in Palm Beach County. The HOME loan closed on May 2, 1996, and will mature on May 1, 2016.

2. Present Situation

- a) The Borrower requests consent from the Board to renegotiate the HOME loan from the current 3% interest only payments to a hard pay structure requiring annual payments of interest and principal with a 1.5% interest rate for a 30 year term. The Borrower has agreed to an extension of the HOME Land Use Restriction Agreement (“LURA”) term to fifty (50) years.
- b) Staff received a credit underwriting report ([Exhibit G](#)) from First Housing Development Corporation providing a positive recommendation for the renegotiation and extension of the HOME loan and LURA.

3. Recommendation

Approve the renegotiation of the HOME Loan and extension of the LURA, subject to the conditions outlined in the credit underwriter’s recommendation and subject to further approvals and verifications by counsel and appropriate Florida Housing staff and direct staff to proceed with loan document modification activities as needed.

SPECIAL ASSETS

Consent

I. Request Approval of the Modification of the First Mortgage and Modification of the HOME Loan for Ballet Villages Housing Limited Partnership, a Florida limited partnership, for Ballet Villages I (93HR-001/94L-012)

Development Name: Ballet Villages I (“Development”)	Location: Palm Beach County
Developer/Principal: Ballet Village Development Corporation (“Developer”); Ballet Village Housing Limited Partnership (“Borrower”)	Set-Aside: Home & HC; 40% @ 50% & 60% @ 60% AMI LURA: 35 years; EUA: 30 years
Number of Units: 49	Allocated Amount: HOME \$550,000; HC \$380,952
Demographics: Family	Servicer: AmeriNational Community Services

1. Background

- a) During the 1993 HOME Cycle, Florida Housing awarded a \$550,000 construction/permanent loan to Ballet Villages Housing Limited Partnership, a Florida limited partnership (“Borrower”), for the construction of a 49-unit development in Palm Beach County. The HOME loan closed on January 19, 1995, and matured on January 9, 2015. The Development also received a 1994 allocation of low-income housing tax credits (“HC”) of \$380,952.
- b) The Borrower’ request for a one year extension to January 9, 2016 was approved at the January 30, 2015 Board meeting.

2. Present Situation

- a) The Borrower requests consent from the Board to modify the existing first mortgage. The Borrower intends to purchase the first mortgage from the current lender PNC and modify the payment terms to interest only. The Borrower has also requested that the HOME loan be extended and modified from the current interest only payments to a hard pay structure requiring annual payments of interest and principal with a 1.5% interest rate and a 3 year term and amortization schedule. The Borrower has agreed to an extension of the HOME Land Use Restriction Agreement (“LURA”) term equal to the loan extension.
- b) Florida Housing staff have reviewed the Development’s operating and financial information, and have provided a positive recommendation for the modification for the first mortgage and the HOME loan.

3. Recommendation

Approve the modification of the first mortgage and extension and modification of the HOME loan, extension of the LURA, subject to the conditions outlined in staff’s recommendation and subject to further approvals and verifications by counsel and appropriate Florida Housing staff and direct staff to proceed with loan document modification activities as needed.

SPECIAL ASSETS

Consent

J. Request Approval of Transfer of Ownership and Assumption of the SAIL Loan for Salt Creek Apartments, Ltd., a Florida Limited Partnership, for Salt Creek Apartments (98S-006/ 97L-024)

Development Name: Salt Creek Apartments (“Development”)	Location: Pinellas County
Developer/Principal: Boley Center for Behavioral Health Care, Inc. (“Developer”)/ Salt Creek Apartments, Ltd. (“Borrower”)	Set-Aside: SAIL 45% @ 60% , 55% @ 50%, AMI; HC 16% @ 35%, 84% @ 60% AMI; LURA 50 years; EUA 50 years
Number of Units: 18	Allocated Amount: SAIL \$245,583; HC \$125,221
Demographics: Homeless	Servicer: First Housing Development Corporation

1. Background

- a) During the 1997/98 SAIL Xa Cycle, Florida Housing Finance Corporation (“Florida Housing”) awarded a State Apartment Incentive Loan (“SAIL”) in the amount of \$245,583.00 to Salt Creek Apartments, Ltd., a Florida limited partnership (“Borrower”), for the development of a 18-unit property in Pinellas County, Florida. The loan was closed on March 1, 1999, and originally matured on September 1, 2014. The Development also received a 1997 allocation of low-income housing tax credits of \$125,221.
- b) At the September 19, 2014 FHFC Board meeting the Borrower’s request for loan extension and modification was approved and the modification closed on 12/12/2014.

2. Present Situation

- a) The Borrower has requested that Florida Housing permit the withdrawal of the limited partner and dissolution of the Limited Partnership so that the Property will be transferred and solely owned by the General Partner, Pinellas Affordable Living, Inc., an affiliate and subsidiary of Boley Center for Behavioral Health Care, Inc., (“Boley Centers”). Pinellas Affordable Living, Inc., will assume the SAIL loan and all obligations under the documents.
- b) Florida Housing staff have reviewed the Development’s and Boley Centers’ operating and financial information, and have provided a positive recommendation for the transfer of the Development and assumption of the SAIL loan.

3. Recommendation

Staff recommends that the Board approve the transfer and assumption of the SAIL loan subject to further approvals and verifications by counsel and appropriate Florida Housing staff and direct staff to proceed with loan modification activities.