

**FLORIDA HOUSING FINANCE CORPORATION**  
**Board Meeting**  
March 24, 2017  
Consent Items



## 9% HOUSING CREDITS

### *Consent*

#### I. 9% HOUSING CREDITS

##### A. Request Approval of Developer Principal Change for Cathedral Towers (RFA 2015-111/2016-294C)

<b>Development Name: Cathedral Towers</b>	<b>Location: Duval County</b>
<b>Applicant/Borrower: Cathedral Towers, Ltd.</b>	<b>Set Aside(s): 20% @ 35% AMI and 71% @ 60% AMI</b>
<b>Developer/Principal: Cathedral Towers Redevelopment Associates, LLC</b>	<b>Demographic/Number of units: Elderly / 203 units</b>
<b>Requested Amounts: \$1,660,000 Housing Credits</b>	<b>Development Category/Type: Acquisition/Preservation / High Rise</b>

#### 1. Background/Present Situation

- a) Cathedral Towers (RFA 2015-111/2016-294C) is a Competitive Housing Credit, Preservation Development providing 185 set-aside units in Duval County, Florida. The Applicant was invited to enter credit underwriting on October 28, 2016. Subsequently, Florida Housing issued an allocation of \$1,660,000.00 in Housing Credits in December of 2016.
- b) On February 22, 2017, staff received a request from the Applicant for a structure change of a Principal of the Developer, Blue Sky Communities, LLC ([Exhibit A](#)). Per the RFA, 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.
- c) In the Application, the Principal with the required prior Developer experience was provided as Shawn Wilson, who will remain as a Principal of the proposed entity, Blue Sky Communities III, LLC. Staff has reviewed this request and finds that the development still meets the prior Developer experience requirements of RFA 2015-111.

#### 2. Recommendation

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

# HOME RENTAL

## *Consent*

### II. HOME RENTAL

#### A. Request Approval of HOME Credit Underwriting Report for Towns of Okeechobee (2016-317H)

<b>Development Name: Towns of Okeechobee (“Development”)</b>	<b>Location: Okeechobee County</b>
<b>Developer: MFK/REVA Development, LLC (“Developer”)</b>	<b>Set-Aside: 20% @ 50% AMI 80% @ 65% AMI 26 HOME Units</b>
<b>Type: New Construction/Townhouses</b>	<b>HOME: \$5,000,000</b>
<b>Total Number of Units: 26</b>	<b>Demographics: Rural</b>

#### 1. Background/Present Situation

- a) The Applicant applied for funding under Request for Applications (“RFA”) 2016-101, seeking an allocation of HOME Financing to be Used for Rental Developments in Rural Areas. On August 5, 2016, the Board approved the selection of six (6) Applications, including Towns of Okeechobee, for funding and invitation to credit underwriting.
- b) On August 10, 2016, the Corporation issued a preliminary commitment letter. In accordance with Rule 67-48, the Developer had a May 5, 2017 deadline to complete the credit underwriting report.
- c) On March 10, 2017, staff received a final credit underwriting report with a positive recommendation for a HOME loan in the amount of \$5,000,000 ([Exhibit A](#)). 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

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

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**III. LEGAL**

**A. In Re: Delmar Terrace South, LLC - FHFC Case No. 2017-017VW**

<b>Development Name: (“Development”):</b>	<b>Delmar Terrace</b>
<b>Developer/Principal: (“Developer”):</b>	<b>Delmar Terrace Developers, LLC</b>
<b>Number of Units: 65</b>	<b>Location: Pinellas County</b>
<b>Type: High Rise</b>	<b>Set Asides: 10 units @ 40% AMI 55 units @ 60% AMI</b>
<b>Demographics: Homeless</b>	<b>HC: \$1,660,000 SAIL: \$3,250,000</b>

**1. Background**

- a) Delmar Terrace South, LLC, (“Petitioner”) successfully applied for an award of Low Income Housing Tax Credits (“HC”) and State Apartment Incentive Loan (SAIL) funding under Request for Applications 2014-115 (the “RFA”) to assist in the construction of Delmar Terrace.
- b) On March 7, 2017, Florida Housing received a “Petition for Waiver of Provision of Rule Adopted 2015 Housing Credit Qualified Allocation Plan to Allow Exchange of 2015 Housing Credits for 2016 or 2017 Housing Credits” (“Petition”) from Petitioner. A copy of the Petition is attached as [Exhibit A](#).

**2. Present Situation**

- a) Rule 67-48.002(95) Fla. Admin. Code defines and incorporates by reference the 2015 Qualified Allocation Plan (the “QAP”). Section II.K. of the QAP provides in pertinent part:

[W]here a Development has not been placed in service by the date required or it is apparent that a Development will not be placed in service by the date required, 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, the Corporation may reserve allocation in an amount not to exceed the amount of Housing Credits returned, and may allocate such Housing Credits to the Applicant for the year after the year in which the Development was otherwise required to be placed in service, 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.

## LEGAL

### *Consent*

- b) Petitioner requests a waiver from the above provisions of the QAP to permit the immediate return of its Carryover Allocation of 2015 Housing Credits and to receive a reservation and Carryover Allocation of 2016 or 2017 Housing Credits. Petitioner asserts that it cannot meet its currently required “placed in service” date of December 31, 2017, due to delays in obtaining correct set back requirements outside its control. Petitioner asserts that having to wait until the final quarter of 2017 to request an exchange of credits has created an unwillingness in the Delmar Terrace investors to close the tax credit partnership, because of current uncertainty in the tax credit equity market.
- c) The requested change would neither affect the scoring of Petitioner’s application nor allow Petitioner to gain an unfair advantage over other applicants.
- d) On March 8, 2017, the Notice of Petition was published in the Florida Administrative Register in Volume 43, Number 47. 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) Petitioner has demonstrated that strict application of the above provision of the QAP under these circumstances would constitute a substantial hardship and violate the principles of fairness, in that the completion of the Development has been delayed by circumstances beyond Petitioner’s control and the Development’s investors reaction to the uncertainty in the tax credit equity market is also beyond Petitioner’s control.

### 3. Recommendation

- a) Staff recommends the Board **GRANT** Petitioner’s request for a variance from Section II.K of the 2015 QAP to permit the immediate return of its Carryover Allocation of 2015 Housing Credits and to receive a reservation and Carryover Allocation of 2016 Housing Credits, with a corresponding extension of all deadlines relative to those credits.

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**B. In Re: Harbor City Towers, LLLP - FHFC Case No. 2017-016VW (RFA 2014-378C)**

<b>Development Name: (“Development”):</b>	<b>Trinity Towers West</b>
<b>Developer/Principal: (“Developer”):</b>	<b>Preservation of Affordable Housing, Inc.</b>
<b>Number of Units: 192</b>	<b>Location: Brevard County</b>
<b>Type: High-Rise (Rehab)</b>	<b>Set Asides: 183 (95%) at 60% AMI</b>
<b>Demographics: Elderly (non-ALF)</b>	<b>Funding: HC: \$1,003,828</b>

**1. Background**

- a) Harbor City Towers, LLLP, (“Petitioner”) successfully applied for an award of Low Income Housing Tax Credits (“HC”) funding under Request for Applications 2014-378C (the “RFA”) to assist in the acquisition and rehabilitation of Trinity Towers West. In connection with this RFA Application, Petitioner committed to set aside 95% (183 units) for low-income tenants.
- b) On March 6, 2017, Florida Housing received a Petition for Waiver of Rule 67-48.004(3)(j), Fla. Admin. Code, from Petitioner. A copy of the Petition is attached as [Exhibit B](#).

**2. Present Situation**

- a) The relevant portion of Rule 67-48.004(3)(j), Fla. Admin. Code provides as follows:
  - (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...
- b) In its Application, Petitioner provided for total set-aside percentage of 95% of the 192 units as low-income, which resulted in 183 units being set aside as low-income. Petitioner requests a waiver of the above Rule to allow a permanent change from 95% (183) of its units in the Development as low-income to 92.7% (178) of its units in the Development to be set aside for qualifying low-income tenants meeting the income limit. Petitioner asserts that it is currently occupied such that 178 units meet the definition of low-income tenants, and that 14 pre-existing tenants exceed the income limit. Petitioner is seeking to avoid evicting any of the 14 current tenants over the income limit by decreasing the total set-aside percentage from 95% (183 units) to 92.7% (178 units). Additionally, Petitioner asserts that the waiver saves the Development from loss of income until such time that qualifying replacement tenants can be found as well as saving the cost of relocation expense that the Development would incur for evicting current tenants. Petitioner asserts that it did not gain a competitive advantage in the RFA by representing that 95% of its tenants would be income eligible as compared to the 92.7% requested in the waiver. The Corporation

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previously granted a temporary waiver for this request in FHFC Case No. 2015-007VW.

c) On March 8, 2017, the Notice of Petition was published in the Florida Administrative Register in Volume 43, Number 46. 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) 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 pre-existing tenants to the hardship of locating alternate housing.

### 3. Recommendation

a) Staff recommends the Board **GRANT** Petitioner's request for a waiver of the above Rule to permit a permanent reduction in the Development's set-aside from 95% @ 60% AMI to 92.7% @ 60% AMI.

# MULTIFAMILY BONDS

## Consent

### IV. MULTIFAMILY BONDS

#### A. Request Approval for Subordination of the LURA and ELIHA and Extension of the ELIHA for Raintree (2000 Series J / 2002-529C)

<b>Development Name: Raintree</b>	<b>Location: Lake County</b>
<b>Applicant/Borrower: Raintree of Lake County, Ltd.</b>	<b>Set Aside(s): 50% @ 60% AMI (MMRB) 100% @ 60% AMI (Housing Credits)</b>
<b>Developer/Principal: Davis Heritage Ltd.</b>	<b>Demographic/Number of units: Family / 313 units</b>
<b>Requested Amounts: \$13,680,000 MMRB \$935,220 Housing Credits</b>	<b>Development Category/Type: New Construction / Garden</b>

#### 1. Background/Present Situation

- a) Florida Housing financed the construction of the above referenced Development in 2000 with \$10,285,000 in tax-exempt MMRB designated as 2000 Series J-1 and \$3,395,000 in taxable MMRB designated as 2000 Series J-2. In addition, \$935,220 in Housing Credits was allocated to this Development. Subsequently, the bonds were redeemed in December 2009.
- b) The Owner is refinancing the development with a loan from Greystone Servicing Corporation to be insured by the U.S. Department of Housing and Urban Development and requests Florida Housing's consent to subordinate the MMRB Land Use Restriction Agreement "LURA" and Housing Credits Extended Low-Income Housing Agreement "ELIHA" to the new first mortgage. In order to receive a rate reduction on the new loan, the Owner also requests Florida Housing's consent to extend the ELIHA extended use period one year. The ELIHA's extended use period currently terminates on or about March 27, 2032.

#### 2. Recommendation

- a) Approve the subordination of the LURA and ELIHA, along with the one year extension of the ELIHA's extended use period, with further approval by the Credit Underwriter, Bond Counsel, Special Counsel and the appropriate Florida Housing staff.



# MULTIFAMILY PROGRAMS

## Consent

### V. MULTIFAMILY PROGRAMS

#### A. Request Approval of Grant Closing Extension for Little Ranch Estate (2015-268G)

<b>Development Name: Little Ranch Estate</b>	<b>Location: Pasco County</b>
<b>Applicant/Borrower: The Arc Nature Coast, Inc.</b>	<b>Set-Aside: 33% @ 40% AMI and 67% @ 60% AMI</b>
<b>Developer/Principal: N/A</b>	<b>Demographic/Number of Residents: Persons with Developmental Disabilities/6 Residents</b>
<b>Requested Amount: \$392,000 Grant Funding</b>	<b>Development Category/Type: New Construction/Single Family</b>

#### 1. Background/Present Situation

- a) On August 14, 2015, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2015-105 for Financing to Build Smaller Permanent Supportive Housing Properties for Persons with Developmental Disabilities.
- b) On December 11, 2015, the Board approved the final scores and recommendations and directed staff to proceed with all necessary credit underwriting activities. On December 17, 2015, staff issued a Notice of Preliminary Award to The Arc Nature Coast, Inc., and on March 16, 2016, staff issued an invitation to enter credit underwriting.
- c) On August 24, 2016, staff received a credit underwriting report with a positive recommendation for a grant in the amount of \$392,000. Staff reviewed this report and found that the development meets all of the requirements of RFA 2015-105. The report was approved by the Board on September 16, 2016, and the Applicant executed their firm commitment on October 3, 2016.
- d) On October 28, 2016, the Board approved the Applicant's request to waive the Maximum Eligible Funding Award Amount and increase it by \$25,000 to cover the additional costs of new fire safety standards. However, Pasco County subsequently waived the new fire safety standard for this Applicant so the additional funds were not granted.
- e) On December 19, 2016, staff approved a closing extension, making the deadline February 28, 2017. Due to delays regarding the applicability of new fire safety standards, the Applicant has not yet received permits, which are required to close. The Applicant is requesting an additional extension of the closing deadline until May 31, 2017.

#### 2. Recommendation

- a) Approve the additional closing extension from February 28, 2017 to May 31, 2017.

## MULTIFAMILY PROGRAMS

### *Consent*

#### B. Request Approval of Grant Closing Extension for Neff Lake Estate IV (2015-270G)

<b>Development Name: Neff Lake Estate IV</b>	<b>Location: Hernando County</b>
<b>Applicant/Borrower: The Arc Nature Coast, Inc.</b>	<b>Set-Aside: 33% @ 40% AMI and 67% @ 60% AMI</b>
<b>Developer/Principal: N/A</b>	<b>Demographic/Number of Residents: Persons with Developmental Disabilities/6 Residents</b>
<b>Requested Amount: \$392,000 Grant Funding</b>	<b>Development Category/Type: New Construction/Single Family</b>

#### 1. Background/Present Situation

- a) On August 14, 2015, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2015-105 for Financing to Build Smaller Permanent Supportive Housing Properties for Persons with Developmental Disabilities.
- b) On December 11, 2015, the Board approved the final scores and recommendations and directed staff to proceed with all necessary credit underwriting activities. On December 17, 2015, staff issued a Notice of Preliminary Award to The Arc Nature Coast, Inc., and on March 16, 2016, staff issued an invitation to enter credit underwriting.
- c) On August 24, 2016, staff received a credit underwriting report with a positive recommendation for a grant in the amount of \$392,000. Staff reviewed this report and found that the development meets all of the requirements of RFA 2015-105. The report was approved by the Board on September 16, 2016, and the Applicant executed their firm commitment of October 3, 2016.
- d) On October 28, 2016, the Board approved the Applicant's request to waive the Maximum Eligible Funding Award Amount and increase it by \$25,000 to cover the additional costs of new fire safety standards. However, Hernando County subsequently waived the new fire safety standard for this Applicant so the additional funds were not granted.
- e) On December 19, 2016, staff approved a closing extension, making the deadline February 28, 2017. Due to delays regarding the applicability of new fire safety standards, the Applicant has not yet received permits, which are required to close. The Applicant is requesting an additional extension of the closing deadline until May 31, 2017.

#### 2. Recommendation

- a) Approve the additional closing extension from February 28, 2017 to May 31, 2017.

## MULTIFAMILY PROGRAMS

### *Consent*

#### C. Request Approval of Grant Closing Extension for Marvin Gutter's House (2015-267G)

<b>Development Name: Marvin Gutter's House</b>	<b>Location: Broward County</b>
<b>Applicant/Borrower: Ann Storck Center, Inc</b>	<b>Set-Aside: 33% @ 33% AMI and 67% @ 60% AMI</b>
<b>Developer/Principal: N/A</b>	<b>Demographic/Number of Residents: Persons with Developmental Disabilities/6 Residents</b>
<b>Requested Amount: \$392,000 Grant Funding</b>	<b>Development Category/Type: New Construction/Single Family</b>

#### 1. Background/Present Situation

- a) On August 14, 2015, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2015-105 for Financing to Build Smaller Permanent Supportive Housing Properties for Persons with Developmental Disabilities.
- b) On December 11, 2015, the Board approved the final scores and recommendations and directed staff to proceed with all necessary credit underwriting activities. On December 17, 2015, staff issued a Notice of Preliminary Award to Ann Storck Center, Inc., and on March 18, 2016, staff issued an invitation to enter credit underwriting.
- c) On January 10, 2017, staff received a credit underwriting report with a positive recommendation for a grant in the amount of \$392,000. Staff reviewed this report and found that the development meets all of the requirements of RFA 2015-105. The report was approved by the Board on February 3, 2017, and the Applicant executed their firm commitment of February 22, 2017.
- d) On November 29, 2016, staff approved an extension to close, with a deadline of February 28, 2017. Due to delays regarding draw scheduling and the local permitting process, which are required to close, the Applicant is requesting an additional extension of the closing deadline until May 31, 2017.

#### 2. Recommendation

- a) Approve the additional closing extension from February 28, 2017 to May 31, 2017.

**MULTIFAMILY PROGRAMS**

*Consent*

**D. Request Approval of Grant Closing Extension for The Randy Mason Home (2015-276G)**

<b>Development Name: The Randy Mason Home</b>	<b>Location: Lake County</b>
<b>Applicant/Borrower: Sunrise Arc, Inc. aka The Arc Sunrise of Central Florida</b>	<b>Set-Aside: 33% @ 40% AMI and 67% @ 60% AMI</b>
<b>Developer/Principal: N/A</b>	<b>Demographic/Number of Residents: Persons with Developmental Disabilities/6 Residents</b>
<b>Requested Amount: \$392,000 Grant Funding</b>	<b>Development Category/Type: New Construction/Single Family</b>

**1. Background/Present Situation**

- a) On August 14, 2015, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2015-105 for Financing to Build Smaller Permanent Supportive Housing Properties for Persons with Developmental Disabilities.
- b) On December 11, 2015, the Board approved the final scores and recommendations and directed staff to proceed with all necessary credit underwriting activities. On December 17, 2015, staff issued a Notice of Preliminary Award to The Randy Mason Home, and on March 9, 2016, staff issued an invitation to enter credit underwriting.
- a) On October 10, 2016, staff received a credit underwriting report with a positive recommendation for a grant in the amount of \$392,000. Staff reviewed this report and found that the development meets all of the requirements of RFA 2015-105. The report was approved by the Board on October 28, 2016, and the Applicant executed their firm commitment of November 2, 2016.
- b) On November 19, 2016, staff approved a closing extension, making the deadline February 28, 2017. The Applicant was not able to provide as much equity as was initially planned, so they are working with their general contractor to reduce costs. The underwriter has advised that an update to the credit underwriting report should be done to review and approve the new contract before closing. The Applicant is requesting an additional extension of the closing deadline until May 31, 2017.

**2. Recommendation**

- a) Approve the additional closing extension from February 28, 2017 to May 31, 2017.

**PREDEVELOPMENT LOAN PROGRAM (PLP)**

*Consent*

**VI. PREDEVELOPMENT LOAN PROGRAM (PLP)**

**A. Request Approval of PLP Loan for the Housing Authority of Brevard County, a not-for-profit entity, for the Oaks at Sun Lake (2017-002P-09)**

<b>DEVELOPMENT NAME (“Development”):</b>	<b>Oaks at Sun Lake</b>
<b>APPLICANT/DEVELOPER (“Developer”):</b>	<b>Oaks at Sun Lake, LLC</b>
<b>CO-DEVELOPER:</b>	<b>N/A</b>
<b>NUMBER OF UNITS:</b>	<b>216</b>
<b>LOCATION (“County”):</b>	<b>Brevard County</b>
<b>TYPE:</b>	<b>Elderly</b>
<b>MINIMUM SET ASIDE:</b>	<b>20% @ 50% AMI</b>
<b>PLP LOAN AMOUNT:</b>	<b>\$500,000</b>
<b>ADDITIONAL COMMENTS: The PLP loan will close in the name of the Housing Authority of Brevard County. Oaks at Sun Lake, LLC will be the developer entity created for ownership of the development prior to construction.</b>	

**1. Background**

- a) On January 13, 2017, the Developer submitted a PLP application for the Oaks at Sun Lake.
- b) On January 18, 2017, Florida Housing issued an Invitation to Participate in the PLP to the Developer.

**2. Present Situation**

- a) On February 27, 2017, 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) Staff has reviewed the Development Plan and determined that all budget items are PLP eligible.

**3. Recommendation**

- a) Approve the PLP Loan in the amount of \$500,000 to the Housing Authority of Brevard County for the Oaks at Sun Lake and allow staff to commence with the loan closing process.

**PREDEVELOPMENT LOAN PROGRAM (PLP)**

*Consent*

**B. Request Approval of PLP Loan for Manatee County Habitat for Humanity for The Gardens (2016-010P-09)**

<b>DEVELOPMENT NAME (“Development”):</b>	<b>The Gardens</b>
<b>APPLICANT/DEVELOPER (“Developer”):</b>	<b>Manatee County Habitat for Humanity</b>
<b>CO-DEVELOPER:</b>	<b>N/A</b>
<b>NUMBER OF UNITS:</b>	<b>12</b>
<b>LOCATION (“County”):</b>	<b>Manatee County</b>
<b>TYPE:</b>	<b>Homeownership, Family</b>
<b>MINIMUM SET ASIDE:</b>	<b>50% @ 80% AMI, 50% @ 120% AMI</b>
<b>PLP LOAN AMOUNT:</b>	<b>\$402,002</b>
<b>ADDITIONAL COMMENTS:</b>	

**1. Background**

- a) On September 8, 2016, the Developer submitted a PLP application for The Gardens.
- b) On September 9, 2016, Florida Housing issued an Invitation to Participate in the PLP to the Developer.

**2. Present Situation**

- a) On March 2, 2017, staff received a development plan and a letter ([Exhibit B](#)) from our technical assistance provider (TAP) recommending approval of the PLP Loan in the amount of \$402,002. Of this amount, \$195,000 is requested for the acquisition of the subject property. By rule, this portion of the loan is subject to a review by a credit underwriter.
- b) Staff has reviewed the Development Plan and determined that all budget items are PLP eligible.

**3. Recommendation**

- a) Approve the non-site acquisition portion of the PLP Loan in the amount of \$207,002 to Manatee County Habitat for Humanity for The Gardens and allow staff to commence with the loan closing process and assign the acquisition portion of the loan (\$195,000) to a credit underwriter.

## PROFESSIONAL SERVICES SELECTION (PSS)

### *Consent*

#### VII. PROFESSIONAL SERVICES SELECTION (PSS)

##### A. Contract Renewal – Environmental Engineering/Consulting Services

###### 1. Background

- a) At the June 2013 meeting, the Board of Directors of Florida Housing authorized staff to enter into contract negotiations with the following firms for environmental engineering/consulting services:
  - (1) Arcadis US, Inc.
  - (2) GGI, LLC d/b/a Genesis Group, and
  - (3) Professional Services Industries, Inc.
- b) The initial three-year term for this contract began in August 2013 for each of these firms. Contingent upon satisfactorily performing its obligations under the contract as determined by Florida Housing, these contracts may be renewed twice for an additional one-year period. The first one-year renewal for all three firms was executed in 2016. There is now one optional renewal term remaining for all three firms.

###### 2. Present Situation

- a) Florida Housing staff supports a renewal to extend the term of the contract for the second one-year renewal period for all three firms.

###### 3. Recommendation

- a) Staff recommends the Board direct staff to proceed with the second and final one-year renewal option for all three environmental engineering/consulting firms, subject to further approvals and conditions by counsel and the appropriate Florida Housing staff.

## PROFESSIONAL SERVICES SELECTION (PSS)

### *Consent*

#### B. Contract Renewal – Investment Banker Services

##### 1. Background

- a) At the March 2014 meeting, the Board of Directors of Florida Housing authorized staff to enter into contract negotiations with the nine firms below for Investment Banker services.
- b) Current contract information is as follows:

Contract Number	Vendor	Initial Term Start Date	Initial Term Expiration Date
2014-03-025-Q-001	Raymond James & Associates, Inc.	8/13/2014	8/12/2017
2014-03-025-Q-007	Morgan Stanley & Co.. LLC.	8/15/2014	8/14/2017
2014-03-025-Q-002	Merrill Lynch, Fenner & Smith Incorporated	8/19/2014	8/18/2017
2014-03-025-Q-004	City Securities Corporation	8/20/2014	8/19/2017
2014-03-025-Q-009	Stern Brothers & Co.	8/26/2014	8/25/2017
2014-03-025-Q-005	Janney Montgomery Scott, LLC.	9/1/2014	8/31/2017
2014-03-025-Q-008	RBC Capital Markets, LLC	9/3/2014	9/2/2017
2014-03-025-Q-003	Citigroup Global Markets, Inc.	9/16/2014	9/15/2017
2014-03-025-Q-010	Wells Fargo Bank, N.A.	9/16/2014	9/15/2017

- c) Contingent upon satisfactorily performing its obligations under the contract as determined by Florida Housing, these contracts may be renewed three times for an additional one-year period. There are three optional renewal terms remaining for all nine firms.

##### 2. Present Situation

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

##### 3. Recommendation

- a) Staff recommends the Board direct staff to proceed with the first one-year renewal option.



## PROFESSIONAL SERVICES SELECTION (PSS)

### *Consent*

#### C. Contract Renewal – Printing Services

##### 1. Background

- a) At the June 2013 meeting, the Board of Directors of Florida Housing authorized staff to enter into contract negotiations with ImageMaster, LLC for printing, binding, shipping and electronic transmission of preliminary and final official statements.
- b) Contingent upon satisfactorily performing its obligations under the contract as determined by Florida Housing, this contract may be renewed twice for an additional one-year period. There is one optional renewal term remaining.

##### 2. Present Situation

- a) Florida Housing staff supports a renewal to extend the term of the contract for the second one-year renewal period.

##### 3. Recommendation

- a) Staff recommends the Board direct staff to proceed with the second and final one-year renewal option for this contract.

## PROFESSIONAL SERVICES SELECTION (PSS)

### *Consent*

#### D. Contract Renewal – Structuring Agent Services

##### 1. Background

- a) At the June 2013 meeting, the Board of Directors of Florida Housing authorized staff to enter into contract negotiations with the following firms for structuring agent services:
- (1) George K. Baum & Company, Inc.
  - (2) Raymond James & Associates, Inc.
  - (3) RBC Capital Markets, LLC
- b) At the August 2013 meeting, the Board of Directors of Florida Housing authorized staff to enter into contract negotiations with Stern Brothers & Co. for the same services.
- c) Current contract information is as follows:

<b>Contract Number</b>	<b>Vendor</b>	<b>Initial Term Start Date</b>	<b>Current Expiration Date</b>
2013-11-02-001	Raymond James & Associates, Inc.	8/12/2013	8/11/2017
2013-13-02-001	Stern Brothers & Co.	8/30/2013	8/29/2017
2013-11-02-002	George K. Baum & Company, Inc.	9/6/2013	9/5/2017
2013-11-02-003	RBC Capital Markets, LLC	9/6/2013	9/5/2017

- d) Contingent upon satisfactorily performing its obligations under the contract as determined by Florida Housing, these contracts may be renewed twice for an additional one-year period. There is one optional renewal terms remaining for all four firms.

##### 2. Present Situation

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

##### 3. Recommendation

- a) Staff recommends the Board direct staff to proceed with the second and final one-year renewal option.

**STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)**

*Consent*

**VIII. STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)**

**A. Request Approval of Change in Applicant’s Ownership Structure and Developer for The Palms of Deerfield Apartments (RFA 2015-112/2016-169S)**

<b>Development Name: The Palms of Deerfield Apartments</b>	<b>Location: Broward County</b>
<b>Applicant/Borrower: The Palms of Deerfield Apartments, LLLP</b>	<b>Set-Asides: 90% at 60% AMI; 10% at 33% AMI</b>
<b>Developer/Principal: Tacolcy Economic Development Corporation, Inc. and Deerfield Beach Family Empowerment, Inc.</b>	<b>Demographic/Number of Units: Elderly/100 units</b>
<b>Requested Amounts: SAIL \$3,300,000 ELI \$669,000 Annual 4% HC \$501, 215</b>	<b>Development Category/Type: Acquisition and Rehabilitation/ Mid-Rise, 4-stories</b>

**1. Background/Present Situation**

- a) On October 9, 2015, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2015-112 for the SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing Credits.
- b) The Palms of Deerfield, LLLP (“Applicant”) applied for funding under RFA 2015-112, but after initially not being selected for funding, the Board ultimately approved the allocation of remaining and returned SAIL funding and the Applicant was invited to enter credit underwriting on May 16, 2016.
- c) On January 13, 2017, the Applicant filed a Petition for Waiver of Rule 67-60.002(2) and Provisions of RFA 2015-112 for a Change in Applicant Structure and Developer ([Exhibit A](#)). After consultation with the General Counsel’s office, the Applicant modified the Petition to remove the rule waiver request but continued to seek a waiver of the requirements of the RFA.
- d) The Applicant is seeking approval to allow changes in its ownership structure prior to loan closing, and to changes in its Developer. These changes will allow the Applicant to avail itself of the provisions of Section 196.1975, Fla. Stat., which creates an ad valorem tax exemption for property used by nonprofit homes for the elderly.

(1) Ownership Change

(a) Exhibit C of the RFA provides:

2. Applicant Requirements: The Applicant entity shall be the recipient of the Non-Competitive Housing Credits and the borrowing entity for the SAIL loan and, if applicable, the MMRB loan, and cannot be changed until after the closing of the loan(s). Replacement of the Applicant or a material change (33.3 percent or more of the Applicant, a general partner of the

## STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

### *Consent*

Applicant, or a member of the Applicant) in the ownership structure of the named Applicant prior to loan closing shall result in disqualification from receiving funding and shall be deemed a material misrepresentation. Changes after loan closing require Board approval.

(b) The Applicant is seeking a waiver of this RFA requirement to allow it to:

(1) Withdraw Tacolcy Palms GP, LLC as a co-general partner; and

(2) Withdraw co-general partner DBHA Palms GP, LLC and replace with Deerfield Beach Family Empowerment, Inc., a Florida non-profit corporation and Section 501(c)(3) entity, which is the sole member of withdrawing co-general partner DBHA Palms GP, LLC.

(2) Developer Change

(a) Section 4.A.4.a.(1) of the RFA states:

(1) The Applicant must state the name of each Developer, including all co-Developers.

(b) Section 4.A.4.a.(3) of the RFA states:

The Applicant must demonstrate that at least one Principal of the Developer entity, or if more than one Developer entity, at least one Principal of at least one of the Developer entities, meets the General Development Experience requirements as outlined in (a) and (b) below.

(c) The Applicant Certification and Acknowledgement Form of this RFA states:

3.e. 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. In addition, any allowable replacement of an experienced Principal of a Developer entity must meet the experience requirements that were met by the original Principal.

(d) The Applicant is seeking Board approval to replace co-Developer Tacolcy Economic Corporation, Inc. with SHAG Palms of Deerfield Apartments, LLC. The Applicant has demonstrated that at least one of the Principals of SHAG Palms of Deerfield Apartments, LLC, meets the experience requirements that were met by Tacolcy Economic Corporation, Inc. The Applicant has demonstrated that it will suffer a hardship if the requested Board approvals are not granted. The Applicant has also demonstrated that such approvals would not have an impact on the scoring of the original Application under RFA 2015-112

## STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

### *Consent*

and would not have an adverse impact to the Corporation or any other applicant under RFA 2015-112.

### 2. Recommendation

- a) Based on the representations in the Petition, approve the Applicant's request to change its ownership structure and to change one of the co-Developers as described herein.

**STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)**

*Consent*

**B. Request Approval of Loan Closing Extension for Douglas Gardens V (2016-177BS)**

<b>Development Name: Douglas Gardens V</b>	<b>Location: Broward County</b>
<b>Applicant/Borrower: Douglas Gardens V, Ltd.</b>	<b>Set-Aside(s): 10% @ 33% AMI &amp; 90% @ 60% AMI</b>
<b>Developer/Principal: Douglas Gardens V Developer, LLC</b>	<b>Demographic/Number of Units: Elderly/110</b>
<b>Requested Amounts: MMRB \$12,000,000 SAIL \$5,000,000 ELI \$781,900 Annual 4% HC \$826,628</b>	<b>Development Category/Type: New Construction/Mid-Rise, 4 Stories</b>

**1. Background/Present Situation**

- a) On October 9, 2015, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2015-112 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 18, 2016, the Board approved the Final Orders resolving all pending litigation pertaining to RFA 2015-112 allowing staff to proceed with all necessary credit underwriting activities.
- c) On March 21, 2016, staff issued a preliminary commitment letter and an invitation to enter credit underwriting to Douglas Gardens V, Ltd., with a closing deadline of March 21, 2017.
- d) On February 24, 2017, staff received a request from the Applicant for an extension of the loan closing deadline to March 21, 2018, due to the fact that the equity provider, BFIM, rescinded their financial proposal for the development. The loan closing extension will allow the Applicant additional time to go through the market rebidding process and secure a feasible Housing Credit investment, then proceed to complete the credit underwriting approval process and loan closing ([Exhibit B](#)). 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 this request and finds that the development meets all requirements of the RFA.

**2. Recommendation**

- a) Approve the request to extend the loan closing deadline from March 21, 2017 to March 21, 2018, subject to payment of the required non-refundable extension fee of one percent of the loan amount, pursuant to the requirements of the RFA.

**STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)**

*Consent*

**C. Request Approval of Loan Closing Extension for Amelia Court at Creative Village (2016-305CS)**

<b>Development Name: Amelia Court at Creative Village</b>	<b>Location: Orange County</b>
<b>Applicant/Borrower: Amelia Court at Creative Village Partners, Ltd.</b>	<b>Set-Aside(s): 10% @ 40% AMI &amp; 70% @ 60% AMI</b>
<b>Developer/Principal: Atlantic Housing Partners, LLLP and Banc of America Community Development Corporation</b>	<b>Demographic/Number of Units: Family/116</b>
<b>Requested Amounts: SAIL \$2,000,000 Annual 9% HC \$2,185,789</b>	<b>Development Category/Type: New Construction/Mid-Rise, 5 or 6 Stories</b>

**1. Background/Present Situation**

- a) On November 20, 2015, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2015-113 for Housing Credit and SAIL Financing to Provide Affordable Multifamily Rental Housing that is a Part of Local Revitalization Initiatives.
- b) On March 18, 2016, the Board approved a Preliminary Award allowing staff to proceed with all necessary credit underwriting activities.
- c) On April 12, 2016, staff issued a preliminary commitment letter and an invitation to enter credit underwriting to Amelia Court at Creative Village Partners, Ltd., with a closing deadline of April 12, 2017.
- d) On February 27, 2017, staff received a request from the Applicant for an extension of the loan closing deadline to April 12, 2018, due to delays in expected funding requiring University of Central Florida to raise funds from other sources. The loan closing extension will allow the Applicant additional time to pursue other funding resources needed to complete the credit underwriting approval process and loan closing ([Exhibit C](#)). 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 this request and finds that the development meets all requirements of the RFA.

**2. Recommendation**

- a) Approve the request to extend the loan closing deadline from April 12, 2017 to April 12, 2018, subject to payment of the required non-refundable extension fee of one percent of the loan amount, pursuant to the requirements of the RFA.

**STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)**

*Consent*

**D. Request Approval of Loan Closing Extension for Pelican Pointe Apartments (2016-181BS)**

<b>Development Name: Pelican Pointe Apartments</b>	<b>Location: Bay County</b>
<b>Applicant/Borrower: Pelican Pointe of Bay, Ltd.</b>	<b>Set-Aside(s): 10% @ 40% AMI &amp; 90% @ 60% AMI</b>
<b>Developer/Principal: Royal American Development, Inc.</b>	<b>Demographic/Number of Units: Family/78</b>
<b>Requested Amounts: MMRB \$5,500,000 SAIL \$4,047,210 ELI \$408,200 Annual 4% HC \$366,348</b>	<b>Development Category/Type: New Construction/Garden Apartments</b>

**1. Background/Present Situation**

- a) On October 9, 2015, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2015-112 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 18, 2016, the Board approved the Final Orders resolving all pending litigation pertaining to RFA 2015-112 allowing staff to proceed with all necessary credit underwriting activities.
- c) On March 21, 2016, staff issued a preliminary commitment letter and an invitation to enter credit underwriting to Pelican Pointe of Bay, Ltd., with a closing deadline of March 21, 2017.
- d) On December 9, 2016, the Board approved the final credit underwriting report and directed staff to proceed with issuance of a firm commitment and loan closing activities. Staff issued a firm commitment for funding on December 12, 2016.
- e) On March 1, 2017, staff received a request from the Applicant for an extension of the loan closing deadline to March 21, 2018 ([Exhibit D](#)), to ensure adequate time for closing in the event there are unforeseen minor delays. 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 requirements of the RFA.

**2. Recommendation**

- a) Approve the request to extend the loan closing deadline from March 21, 2017 to March 21, 2018, subject to payment of the required non-refundable extension fee of one percent of the loan amount, pursuant to the requirements of the RFA.



**STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)**

*Consent*

**E. Request Approval of Loan Closing Extension for The Palms of Deerfield Apartments (2016-169S)**

<b>Development Name: The Palms of Deerfield Apartments</b>	<b>Location: Broward County</b>
<b>Applicant/Borrower: The Palms of Deerfield Apartments, LLLP</b>	<b>Set-Aside(s): 10% @ 33% AMI &amp; 90% @ 60% AMI</b>
<b>Developer/Principal: Tacolcy Economic Development Corporation, Inc. &amp; Deerfield Beach Family Empowerment, Inc.</b>	<b>Demographic/Number of Units: Elderly/100</b>
<b>Requested Amounts: SAIL \$3,300,000 ELI \$669,000 Annual 4% HC \$501,215</b>	<b>Development Category/Type: Acquisition and Rehabilitation/Mid-Rise, 4 Stories</b>

**1. Background/Present Situation**

- a) On October 9, 2015, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2015-112 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 May 6, 2016, the Board approved the allocation of remaining and returned SAIL funding allowing staff to proceed with all necessary credit underwriting activities.
- c) On May 17, 2016, staff issued a preliminary commitment letter and an invitation to enter credit underwriting to The Palms of Deerfield Apartments, LLLP with a closing deadline of May 17, 2017.
- d) On March 2, 2017, staff received a request from the Applicant for an extension of the loan closing deadline to May 17, 2018 ([Exhibit E](#)), to complete construction drawings and receive final hard cost schedule of values. 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 requirements of the RFA.

**2. Recommendation**

- a) Approve the request to extend the loan closing deadline from May 17, 2017 to May 17, 2018, subject to payment of the required non-refundable extension fee of one percent of the loan amount, pursuant to the requirements of the RFA.

**STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)**

*Consent*

**F. Request Approval of Credit Underwriting Report for Sulzbacher Center for Women and Children (2015-149CS)**

<b>Development Name: Sulzbacher Center for Women and Children</b>	<b>Location: Duval County</b>
<b>Applicant/Borrower: Sulzbacher Center for Women and Children, Ltd.</b>	<b>Set-Aside(s): 15% @ 33% AMI &amp; 85% @ 60% AMI</b>
<b>Developer/Principal: TVC Development, Inc., and Sulzbacher Village Developer, LLC</b>	<b>Demographic/Number of Units: Homeless/70</b>
<b>Requested Amounts: SAIL \$3,500,000 Annual 9% HC \$922,492</b>	<b>Development Category/Type: New Construction/Garden Apartments</b>

**1. Background/Present Situation**

- a) On November 21, 2014, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2014-115 for Housing Credit Financing for Affordable Housing Developments Located in Broward, Duval, Hillsborough, Orange, Palm Beach, and Pinellas Counties. State Apartment Incentive Loan (SAIL) Program Funding is included in this RFA along with the 9% Housing Credits.
- b) On September 18, 2015, the Board approved the Preliminary Awards allowing staff to proceed with all necessary credit underwriting activities.
- c) On November 2, 2015, staff issued a preliminary commitment letter and an invitation to enter credit underwriting to Sulzbacher Center for Women and Children, Ltd.
- d) On September 16, 2016, the Board approved the request to extend the SAIL loan closing deadline from November 2, 2016 to November 2, 2017.
- e) On March 13, 2017, staff received a final credit underwriting report with a positive recommendation for funding ([Exhibit F](#)). Staff has reviewed this report and finds that the development meets all requirements of RFA 2014-115.

**2. Recommendation**

- a) 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 the Refinance of the First Mortgage, Transfer of Ownership and Release of Guarantors for Clearwater Phase I Partners, Ltd., a Florida Limited Partnership, for Lexington Club at Renaissance Square fka Tuscany (1999-067S/2000-512C)**

<b>Development Name: Lexington Club at Renaissance Square fka Tuscany Apartments (“Development”)</b>	<b>Location: Pinellas County</b>
<b>Developer/Principal: CED (“Developer”); Clearwater Phase I Partners, Ltd. (“Borrower”)</b>	<b>Set-Aside: SAIL &amp; HC 100% @ 60% AMI; LURA 50 years; EUA 50 years</b>
<b>Number of Units: 240</b>	<b>Allocated Amount: SAIL - \$2,400,000; HC - \$786,997</b>
<b>Demographics: Family</b>	<b>Servicer: First Housing Development Corporation</b>

#### 1. Background

- a) During the 1999 funding cycle, Florida Housing Finance Corporation awarded a \$2,400,000 State Apartment Incentive Loan (“SAIL”) to Clearwater Phase I Partners, Ltd., a Florida limited partnership (“Borrower”), for the construction of a 240-unit development in Pinellas County. The SAIL loan closed on May 2, 2000, and will mature on January 1, 2032. The Development also received a 2000 allocation of low-income housing tax credits (“HC”) of \$786,997.
- b) On February 3, 2017, the Board approved the Borrower’s request to renegotiate the SAIL loan interest rate from 9% to a 3% in accordance with section 420.5087, FS and as stated in Rule 67-48. The Borrower paid all accrued and outstanding 3% interest on the current SAIL note.

#### 2. Present Situation

- a) The Borrower requests approval to transfer the ownership of the Development from Clearwater Phase I Partners, Ltd. to Lexington Club Apartments, LLC (“Buyer”).
- b) The Borrower also requests the release of the Developer, its affiliates and principals, as current guarantors, and the substitution of Lexington Club Apartments, LLC and Benjamin Mallah, as the replacement guarantors.
- c) The Buyer requests consent from the Board to refinance the existing first mortgage and subordinate the SAIL loan documents, the SAIL Land Use Restriction Agreement (“LURA”), and the Low-Income Housing Tax Credit Extended Use Agreement (“EUA”) to the new first mortgage.

## SPECIAL ASSETS

### *Consent*

- d) Staff received a credit underwriting report ([Exhibit A](#)) from First Housing Development Corporation with a positive recommendation for approval of the refinance of the first mortgage, subordination of the SAIL loan documents, SAIL LURA, and HC EUA to the new first mortgage, transfer of ownership, and the release and substitution of the guarantors.

### 3. **Recommendation**

- a) Approve the refinance of the first mortgage, subordination of the SAIL loan documents, SAIL LURA, and HC EUA to the new first mortgage, transfer of ownership, and the release and substitution of guarantors, 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*

**B. Request Approval of Subordinate Financing for Big Cypress Housing Corporation, a Florida non-profit corporation, for Main Street Village Apartments (HOME 00HR-051)**

<b>Development Name: Main Street Village Apartments (“Development”)</b>	<b>Location: Collier County</b>
<b>Developer/Principal: Rural Neighborhoods (“Developer”)/Big Cypress Housing Corporation (“Borrower”)</b>	<b>Set-Aside: HOME 100% @ 50%; 5% mobility impairments; 2% sensory impairments LURA: 50 years</b>
<b>Number of Units: 79</b>	<b>Allocated Amount: HOME \$3,280,000</b>
<b>Demographics: Farmworker</b>	<b>Servicer: First Housing Development Corporation</b>

**1. Background**

- a) During the 2000 funding cycle, Florida Housing Finance Corporation (“FHFC”) awarded a \$3,280,000 Home Investment Partnership Program Loan (“HOME”) to Big Cypress Housing Corporation, a Florida non-profit corporation (“Borrower”) for the construction of a 79-unit development in Collier County. The HOME loan closed on May 3, 2002.

**2. Present Situation**

- a) The Borrower requests approval of subordinate financing for the Development. The Borrower has been awarded funds from the State Housing Initiatives Partnership (“SHIP”) program through Collier County, in the amount of \$500,000. The funding will be used for rehabilitation improvements including, but not limited to, site improvements to perimeter fencing, sidewalk and pavement repairs, replacement of kitchen cabinets and bathroom vanities, and re-flooring in selected units to ceramic tile floors. The SHIP loan will be subordinate to the HOME loan. Staff received a credit underwriting report ([Exhibit B](#)) from First Housing Development Corporation with a positive recommendation for approval of the subordinate financing.

**3. Recommendation**

- a) Approve the subordinate financing, 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*

**C. Request Approval of Transfer of Ownership and Assumption of HOME Loan for Hands for Homes, Inc., for Tracey Manor (95HR-002)**

<b>Development Name: Tracey Manor (“Development”)</b>	<b>Location: Osceola County</b>
<b>Developer/Principal: Hands for Homes, Inc. (“Developer”/ “Borrower”)</b>	<b>Set-Aside: HOME 100% @ 50% AMI; LURA: 35 years</b>
<b>Number of Units: 14</b>	<b>Allocated Amount: HOME - \$503,861</b>
<b>Demographics: Family</b>	<b>Servicer: Florida Housing</b>

**1. Background**

- a) During the 1995 funding cycle, Florida Housing awarded a \$503,861 Home Investment Partnership Program Loan (“HOME”) construction/permanent loan to Hands for Homes, Inc., a Florida not-for-profit corporation (“Borrower”), for the development of a 14-unit development (operating as an elderly development) in Osceola County. The HOME loan closed on February 28, 1996, and originally matured on February 28, 2011. The Board previously approved an extension of the HOME loan to February 28, 2026.

**2. Present Situation**

- a) On September 7, 2016 Borrower notified staff that the Borrower was ceasing operations and would be closing its doors and that the Board for Hands for Homes, Inc., had voted to donate the Development to the Osceola County Council on Aging, Inc., (“COA”). COA has provided the management for the Development since operations began and provides services for the elderly residents. The Board for COA subsequently approved assuming ownership of the property and assumption of the FHFC HOME loan and Land Use Restriction Agreement (“LURA”). COA has requested approval for the transfer of ownership and assumption of the HOME loan and LURA.
- b) Florida Housing Staff has reviewed the operating and financial information for the Development and COA and have provided a positive recommendation for the transfer and assumption of the loan.

**3. Recommendation**

- a) Approve the transfer of ownership and assumption of the HOME loan and LURA and direct staff to proceed with loan document modification activities, as needed.

## SPECIAL ASSETS

### *Consent*

**D. Request Approval of the Extension of the SAIL Loan for Creative Choice IV Limited, LLC, a Florida Limited Liability Company, for Douglass Square (89S-084/89-084C/1990-AHP)**

<b>Development Name: Douglass Square (“Development”)</b>	<b>Location: Monroe County</b>
<b>Developer/Principal: Creative Choice (“Developer”); Creative Choice Management, Inc. (“Borrower”)</b>	<b>Set-Aside: SAIL 34% @ 50% AMI: SAIL LURA: 27 years</b>
<b>Number of Units: 52</b>	<b>Allocated Amount: SAIL - \$1,290,000, HC - \$38,061, AHP - \$440,000</b>
<b>Demographics: Family</b>	<b>Servicer: First Housing Development Corporation</b>

**1. Background**

- a) During the 1988/1989 State Apartment Incentive Loan (“SAIL”) Cycle I, Florida Housing awarded a \$1,290,000 construction/permanent loan to Creative Choice IV Limited, LLC, a Florida limited liability company (“Borrower”), for the construction of a 52-unit development in Monroe County. The SAIL loan closed on February 28, 1990, and originally matured on February 28, 2015. The Board previously approved an extension of the loan maturity to February 28, 2017. The Development also received a 1989 allocation of low-income housing tax credits of \$38,061 and a 1990 Affordable Housing Program (“AHP”) loan which closed on February 28, 1990 and was repaid on February 28, 2015.

**2. Present Situation**

- a) The Borrower has requested an additional one year extension of the SAIL loan to allow time to refinance the Development. The Borrower is in the process of refinancing the Development and the proceeds will be used to pay off the SAIL loan. The Borrower expects to close the refinancing of the Development within the next few months. The Borrower has agreed to pay the FHFC loan extension fee and to the extension of the affordability period under the Land Use Restriction Agreement (“LURA”) to be equal to the loan extension (adding one year to the current 27 years).

**3. Recommendation**

- a) Approve the extension of the SAIL loan at its current terms, to February 28, 2018, extension of the LURA for an additional year, and direct staff to proceed with loan document modification activities, as needed.

**SPECIAL ASSETS**

*Consent*

**E. Request Approval of the Extension of the SAIL Loan for Grove Pointe L.P., a Florida Limited Partnership, for Grove Pointe Apartments (95S-049/96S-042/96L-016)**

<b>Development Name: Grove Pointe Apartments (“Development”)</b>	<b>Location: Hillsborough County</b>
<b>Developer/Principal: Cornerstone (“Developer”); Grove Pointe, L.P. (“Borrower”)</b>	<b>Set-Aside: SAIL 20% @ 40% &amp; 80% @ 40%; HC 100% @ 40% AMI; LURA: 55 years; EUA: 50 years</b>
<b>Number of Units: 80</b>	<b>Allocated Amount: SAIL \$1,438,936; HC \$529,102</b>
<b>Demographics: Farmworker</b>	<b>Servicer: First Housing Development Corporation</b>

**1. Background**

- a) During the 1995 and 1996 State Apartment Incentive Loan Program (“SAIL”) Cycles VII and VIII, Florida Housing awarded a \$1,438,936 construction/permanent loan to Grove Pointe, L.P. (“Borrower”), a Florida limited partnership, for the development of an 80-unit development in Hillsborough County. The SAIL loan closed on May 17, 1996 and the original maturity date was April 22, 2012. The Board previously approved extensions of the loan to April 22, 2017. The Development also received a 1996 allocation of low-income housing tax credits of \$529,102.

**2. Present Situation**

- a) The Borrower has requested approval to extend the SAIL loan, at its current terms, to April 22, 2018. The Borrower was awarded new funding from RFA 2016-104 for refinancing and rehabilitation of the Development and needs the additional time to allow for the refinancing to close. The Borrower has agreed to an extension of the Land Use Restriction Agreement (“LURA”) term equal to the loan extension (adding one year to the current 55 years).

**3. Recommendation**

- a) Approve the extension of the SAIL loan, at its current terms, to April 22, 2018, extension of the LURA for an additional one year, and direct staff to proceed with loan document modification activities, as needed.



## SPECIAL ASSETS

### *Consent*

**F. Request Approval to Renegotiate the SAIL Loan Terms for Hidden Grove, Ltd., a Florida Limited Partnership, for Hidden Grove (2000-041S/2001-507C)**

<b>Development Name: Hidden Grove (“Development”)</b>	<b>Location: Miami-Dade County</b>
<b>Developer/Principal: The Related Group (“Principal”); Hidden Grove, Ltd. (“Borrower”)</b>	<b>Set-Aside: SAIL &amp; HC 3% @ 33%; 97% @ 60% AMI; LURA 50 years; EUA 50 years</b>
<b>Number of Units: 222</b>	<b>Allocated Amount: SAIL \$2,239,000; HC \$742,151</b>
<b>Demographics: Family</b>	<b>Servicer: Seltzer Management Group, Inc.</b>

**1. Background**

- a) During the 2000 funding cycle, Florida Housing Finance Corporation awarded a \$2,239,000 State Apartment Incentive Loan (“SAIL”) to Hidden Grove, Ltd., a Florida limited partnership (“Borrower”), for the construction of a 222-unit development in Miami-Dade County. The SAIL loan closed on July 20, 2001, and matures on September 30, 2042. The Development also received a 2001 allocation of low-income housing tax credits (“HC”) of \$742,151.

**2. Present Situation**

- a) The Borrower has requested that the SAIL loan interest rate be renegotiated 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 will pay all accrued and outstanding 3% interest on the current SAIL note and a renegotiation fee, as required, for the loan to be renegotiated.

**3. Recommendation**

- a) Approve the renegotiation of the SAIL loan terms from a 9% cashflow note to a 3% cashflow note along with payment of all accrued 3% base interest, and direct staff to proceed with loan document modification activities, as needed.