

FLORIDA HOUSING FINANCE CORPORATION
Board Meeting
March 16, 2018
Consent Items



ELDERLY HOUSING COMMUNITY LOAN (EHCL)

Consent

I. ELDERLY HOUSING COMMUNITY LOAN (EHCL)

A. Request Approval of Credit Underwriting Report for Oak Park (2016-314E)

Development Name: Oak Park	Location: Alachua County
Applicant/Borrower: Gainesville Housing Development and Management Corporation	Set-Aside: 20% @ 50% AMI & 80% @ 60% AMI
Developer/Principal: Gainesville Housing Development and Management Corporation/Gainesville Housing Authority	Demographic/Number of Units: Elderly/101
Requested Amounts: EHCL \$630,000	Development Category/Type: Rehabilitation/Mid- Rise (5-6 stories)

1. Background/Present Situation

- a) On December 18, 2015, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2015-114 for Elderly Housing Community Loan (EHCL) funding to be used to provide life-safety, building preservation, health, sanitation, or security-related repairs or improvements to Developments currently serving Elderly residents aged 62 or older.
- b) On March 18, 2016, the Board approved the final scores and recommendations for the RFA, and directed staff to proceed with all necessary credit underwriting activities.
- c) On March 24, 2016, staff issued a preliminary commitment letter and an invitation to enter credit underwriting to the Gainesville Housing Development and Management Corporation, with a loan closing deadline of March 24, 2017.
- d) On February 3, 2017, the Board approved a request to extend the loan closing deadline from March 24, 2017 to March 24, 2018.
- e) On February 28, 2018, staff received a final credit underwriting report with a positive recommendation for funding ([Exhibit A](#)). Staff has reviewed this report and finds that it meets all the requirements of the RFA.

2. Recommendation

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

HOUSING CREDITS

Consent

II. HOUSING CREDITS

A. Request Approval of Developer Entity and Structure Change for Preserve at Sabal Park (2017-212C)

Development Name: Preserve at Sabal Park	Location: Hillsborough County
Applicant/Borrower: Blue Broadway, LLC	Set Aside(s): 10% @ 40% AMI and 90% @ 60% AMI
Developer/Principal: Blue Sky Communities III, LLC	Demographic/Number of units: Family/144 units
Requested Amount: \$2,110,000 Housing Credits	Development Category/Type: New Construction/Garden Apartments

1. Background/Present Situation

- a) Preserve at Sabal Park (2017-212C) is a Competitive Housing Credit, New Construction Development providing 144 set-aside units in Hillsborough County, Florida. The Applicant was invited to enter credit underwriting on September 26, 2017. Subsequently, Florida Housing issued an allocation of \$2,110,000 in Housing Credits in December of 2017.
- b) The Applicant has requested to insert a Special Purpose Entity Limited Liability Company (SPE LLC) as the Developer, with the same natural person principals as the original Developer listed in the application.
- c) The Applicant requests Board approval, as required by RFA 2016-113, to replace Blue Sky Communities III, LLC with Blue SP Developer LLC. At application, Shawn Wilson, a principal of Blue Sky Communities III, LLC met the requirements for General Developer Experience. Mr. Wilson is also a principal of the new entity, Blue SP Developer LLC. Additionally, the Applicant requests approval for a change to the principals of the Developer, as required by RFA 2016-113. With the insertion of the SPE LLC, the overall structure has changed, and now includes Blue Sky Communities LLC acting as the 100% member of Blue SP Developer, LLC; and Weedon Enterprises LLC in place of Weedon Enterprises II, LLC. The natural person principals remain the same. The letter requesting these changes and the original and new entity structures are provided as [Exhibit A](#).

2. Recommendation

- a) Approve the request to allow for the change in Developer entity from Blue Sky Communities III, LLC to Blue SP Developer LLC; and approve the proposed new Developer structure.

HOUSING CREDITS

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B. Request Approval of Co-Developer Principal Change for Los Altos Apartments (RFA 2016-110/2017-035C)

Development Name: Los Altos Apartments	Location: Osceola County
Applicant/Borrower: Osceola Los Altos, Ltd.	Set Aside(s): 10% @ 40% AMI and 90% @ 60% AMI
Developer/Principal: Banyan Development Group, LLC / Judd Roth Real Estate Development, Inc. / DSRG Development, LLC	Demographic/Number of units: Family / 100 units
Requested Amounts: \$1,510,000.00 Housing Credits	Development Category/Type: New Construction / Garden

1. Background/Present Situation

- a) Los Altos Apartments (RFA 2016-110/2017-035C) is a Competitive Housing Credit, New Construction Development providing 100 set-aside units in Osceola County, Florida. The Applicant was invited to enter credit underwriting on August 2, 2017. Subsequently, Florida Housing issued an allocation of \$1,510,000 in Housing Credits in November of 2017.
- b) In January 2018, the Board approved a change to one of the Co-Developers, DSRG Development, LLC, admitting Deion Lowery and Ed Haddock Jr. as additional members.
- c) On February 12, 2018, staff received a request from the Applicant to remove two of the Principals of one of the Co-Developers, Judd Roth Real Estate Development, Inc. The original Principals were Judd K. Roth, Penny Roth, and Selma B. Roth; the Applicant has requested to remove Penny Roth and Selma B. Roth. The letter requesting these changes and the original and new entity structures are provided as [Exhibit B](#). Judd K. Roth, the remaining Principal, met the General Developer Experience requirement in the Application.
- d) 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. 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. Staff has reviewed this request and finds that the development meets all the requirements of RFA 2016-110.

2. Recommendation

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

HOUSING CREDITS

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C. **Request Approval of Co-Developer Principal Change for Banyan Cove (RFA 2016-110/2017-034C)**

Development Name: Banyan Cove	Location: Volusia County
Applicant/Borrower: BDG Banyan Cove, LP	Set Aside(s): 10% @ 45% AMI and 90% @ 60% AMI
Developer/Principal: Banyan Development Group, LLC / Judd Roth Real Estate Development, Inc.	Demographic/Number of units: Elderly / 100 units
Requested Amounts: \$1,510,000.00 Housing Credits	Development Category/Type: New Construction / Mid-Rise, 4 Stories

1. **Background/Present Situation?**

- a) Banyan Cove (RFA 2016-110/2017-034C) is a Competitive Housing Credit, New Construction Development providing 100 set-aside units in Volusia County, Florida. The Applicant was invited to enter credit underwriting on August 2, 2017. Subsequently, Florida Housing issued an allocation of \$1,510,000 in Housing Credits in November of 2017.
- b) On February 9, 2018, staff received a request from the Applicant to remove two of the Principals of one of the Co-Developers, Judd Roth Real Estate Development, Inc. The original Principals were Judd K. Roth, Penny Roth, and Selma B. Roth; the Applicant has requested to remove Penny Roth and Selma B. Roth. The letter requesting these changes and the original and new entity structures are provided as [Exhibit C](#). Judd K. Roth, the remaining Principal, met the General Developer Experience requirement in the Application.
- c) 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. 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. Staff has reviewed this request and finds that the development meets all the requirements of RFA 2016-110.

2. **Recommendation**

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

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D. Request Approval of the Addition of a Co-Developer for Parramore Oaks (RFA 2016-113/2017-200C)

Development Name: Parramore Oaks	Location: Orange County
Applicant/Borrower: Parramore Oaks, LLC	Set Aside(s): 10% @ 40%, 70% @ 60% AMI and 20% @ Market
Developer/Principal: InVictus Development, LLC	Demographic/Number of units: Family / 120 units
Requested Amounts: \$2,110,000 Housing Credits	Development Category/Type: New Construction / Mid-Rise, 4 Stories

1. Background/Present Situation

- a) Parramore Oaks (RFA 2016-113/2017-200C) is a Competitive Housing Credit, New Construction Development providing 96 set-aside units in Orange County, Florida. The Applicant was invited to enter credit underwriting on June 19, 2017. Subsequently, in October 2017, Florida Housing issued a Carryover Allocation Agreement, allocating a total of \$2,110,000 in Housing Credits.
- b) On February 5, 2018, staff received a request from the Managing Member of the Applicant for the admission of an additional Co-Developer. The letter requesting these changes, as well as the original and proposed organizational charts are provided as [Exhibit D](#). Originally, Invictus Development, LLC, ADC Communities, LLC, and Royal American Development, Inc. were the Co-Developers of the Applicant entity. Under the proposed organizational structure, Kiss & Company, Inc. would be added as an additional Co-Developer. Jeffrey L. Kiss is the sole shareholder of Kiss & Company, Inc. Royal American Development, Inc. is serving as the experienced Developer for this Development.
- c) 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. Staff has reviewed this request and finds that the development meets all of the requirements of RFA 2016-113.

2. Recommendation

- a) Approve the request to allow for the admission of the additional co-developer as referenced above.

HOME RENTAL

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III. HOME RENTAL

A. Request Approval of the Modification of the AHP Loan Amount for Gateway Townhomes (2014-403H)

Development Name: Gateway Townhomes of St. Joe (“Development”)	Location: Gulf County
Developer: : Gateway Townhomes of St. Joe, LLC, The Paces Foundation, Inc. (“Developers”)	Set-Aside: 20% @ 50% AMI 80% @ 60% AMI 50 HOME Units
Type: New Construction/Garden Style Apartments	HOME: \$5,482,633
Total Number of Units: 50	Demographics: Family

1. Background/Present Situation

- a) On August 7, 2015 the final credit underwriting report dated July 14, 2015 was approved by the Board and on August 17, 2016, the HOME loan closed.
- b) The Affordable Housing Program (“AHP”) loan from the Federal Home Loan Bank of Atlanta (“FHLBA”) in the amount of \$500,000 was discussed in the closing letter on August 17, 2016. On February 12, 2018, the Developer notified the Corporation ([Exhibit A](#)) that the AHP loan amount was modified by the FHLBA from \$500,000 to \$467,388. Rule Chapter 67-48.020(13), F.A.C. states the “Applicant shall not alter any terms or conditions of any mortgage superior or inferior to the HOME mortgage without prior approval of the Corporation’s Board of Directors.
- c) On February 21, 2018, staff received a credit underwriting letter with a positive recommendation for the modification of the funding amount of the AHP loan in the financing of the Development ([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

- a) Approve the credit underwriting letter recommendation and direct staff and Counsel to review the AHP closing documents subject to further approvals by credit underwriter, Counsel and staff.

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IV. LEGAL

A. In Re: Amelia Court at Creative Village Partners, Ltd. - FHFC Case No. 2018-008VW (RFA 2015-113/2016-305CS and RFA 2017-109/2017-292V)

Development Name: (“Development”):	Concord Court at Creative Village f/k/a Amelia Court at Creative Village
Developer/Principal: (“Developer”):	Atlantic Housing Partners, LLLP and Banc of America Community Development Corporation
Number of Units: 116	Location: Orange County
Type: Mid-Rise, 5 or 6-stories	Set Asides: 10% @ 40% AMI 70% @ 60% AMI 20% @ Market Rate
Demographics: Family, Link	Funding: HC \$2,185,789 SAIL \$2,000,000 Viability loan: \$1,000,000

1. Background

- a) Amelia Court at Creative Village Partners, Ltd., (“Petitioner”) successfully applied for an award of competitive Housing Credits and State Apartment Incentive Loan (“SAIL”) financing under Request for Applications 2015-113 and Development Viability Loan Financing in Request for Applications 2017-109 (the “RFAs”) to assist in the construction of Amelia Court at Creative Village. Amelia Court recently changed the name of its Development to Concord Court at Creative Village
- b) On February 14, 2018, Florida Housing received a Petition for Waiver of Provision of Rule-Adopted RFA Provision to Allow a Second Extension of the SAIL Closing Deadline (the “Petition”) from Petitioner. A copy of the Petition is attached as [Exhibit A](#).

2. Present Situation

- a) Petitioner seeks a waiver from Rule 67-48.0072(4)(c), Fla. Admin. Code, which in relevant part provides:
 - (c) ... For SAIL and HOME that is in conjunction with Competitive HC, the credit underwriting process and loan closing must be accomplished within the time frames outlined in the competitive solicitation.
- b) Petitioner was invited to credit underwriting on April 12, 2016 and was required to close the SAIL loan within twelve months. On November 22, 2016, Petitioner was granted an extension of the deadline to complete credit underwriting for its SAIL loan to align with credit underwriting for its housing credits. On March 24, 2017, Petitioner received approval from Florida Housing’s Board of Directors (“Florida Housing’s Board”) to extend its SAIL loan closing deadline to April 12, 2018. On July 28, 2017, Petitioner received

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approval from Florida Housing's Board to exchange its 2016 housing credits which resulted in revised project deadlines for the Development.

- c) Petitioner expects the credit underwriting report for its SAIL, housing credits and Development Viability Loan financing to be presented to Florida Housing's Board at the May 4, 2018 meeting. Petitioner currently requests an extension of the SAIL closing deadline until September 30, 2018, so that the loan can be closed after the credit underwriting report is approved and allow time for preparation of the SAIL closing documents by Florida Housing's outside counsel.
- d) On February 16, 2018, Notice of the Petition was published in the Florida Administrative Register in Volume 44, Number 33. To date, Florida Housing has received no comments concerning the Petition.
- e) Section 120.542(2), Florida Statutes provides in pertinent part:

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

3. Recommendation

- a) Staff recommends the Board **GRANT** Petitioner's amended request for a waiver of the above Rules and RFA provisions regarding the SAIL loan closing deadline and extensions to that deadline, so that the SAIL loan closing deadline may be extended from April 12, 2018 until September 30, 2018.

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B. In Re: Edward Waters College Senior Citizens Home, Inc. - FHFC Case No. 2018-010VW

Development Name: ("Development"):	Campus Towers
Developer/Principal: ("Developer"):	Edward Waters College Senior Citizens Home, Inc.
Number of Units: 192	Location: Duval County
Type: Rehabilitation garden apts	Set Asides: 100% @ 50% AMI
Demographics: Elderly	Funding: EHCL: \$750,000

1. Background

- a) Edward Waters College Senior Citizens Home, Inc. ("Petitioner") was awarded \$750,000 in Elderly Housing Community Loan ("EHCL") funding under RFA 2016-108 to assist in the rehabilitation of a 192-unit development serving the elderly in Duval County. On February 26, 2018, Florida Housing received a Petition for Waiver of Rule 67-48.0072(21)(b), F.A.C. to allow Petitioner to extend the Firm Loan Commitment Issuance deadline for an additional six months. A copy of the Petition is attached as [Exhibit B](#).

2. Present Situation

- a) Rule 67-48.0072(21)(b), F.A.C., provides:

(21) Information required by the Credit Underwriter shall be provided as follows:

- (b) For SAIL, EHCL, and HOME that is not in conjunction with Competitive HC, unless stated otherwise in a competitive solicitation, the firm loan commitment must be issued within nine (9) months of the Applicant's acceptance to enter credit underwriting. . . . Applicants may request one (1) extension of up to six (6) months to secure a firm loan commitment. . . . If, by the end of the extension period, the Applicant has not received a firm loan commitment, then the preliminary commitment shall be withdrawn.
- b) Petitioner received its invitation to enter credit underwriting on December 19, 2016. The EHCL Award Firm Loan Commitment Issuance deadline was September 27, 2017. On September 22, 2017, Petitioner received an extension of this deadline to March 27, 2018, after having paid the 1% extension fee. Petitioner now seeks a further extension of this deadline to September 27, 2018.
- c) Petitioner has stated that more time is needed to obtain completed plans and specifications for the rehabilitation of the Development, and to finalize other funding sources necessary for the complete rehabilitation of the Development. Petitioner thus alleges that without the rule waiver, it will suffer a substantial

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hardship because without the EHCL funding it will be unable to complete this project and will lose the money that it has already spent on the project.

- d) On February 27, 2018, Notice of the Petition was published in the Florida Administrative Register in Volume 44, Number 40. To date, Florida Housing has received no comments concerning the Petition.
- e) Section 120. 542(2), Fla. Stat., provides in pertinent part:

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

3. **Recommendation**

- a) Staff recommends the Board **GRANT** Petitioner’s request for a waiver of Rule 67-48.0072(21)(b), F.A.C. to allow Petitioner to extend the Firm Loan Commitment Issuance deadline until September 27, 2018. Staff also recommends that this waiver include a condition that no further time extensions will be granted absent a showing of extraordinary circumstances.

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C. In Re: Dunbar Improvement Association, Inc. - FHFC Case No. 2018-011VW

Development Name: (“Development”):	Palm City Gardens
Developer/Principal: (“Developer”):	Dunbar Improvement Ass’n., Inc. Audrea Anderson, President
Number of Units: 100	Location: Lee County
Type: Rehabilitation Garden Apts.	Set Asides: 100% at 50% AMI
Demographics: Elderly non-ALF	EHCL: \$1,500,000 PLP: \$233,820

1. Background

- a) Petitioner was selected to receive an Elderly Housing Community Loan (EHCL) of \$750,000 from Florida Housing pursuant to RFA 2015-102 to assist in the rehabilitation of a Development serving low-income elderly tenants in Fort Myers, Florida. Petitioner was also selected to receive an EHCL of \$750,000 from Florida Housing pursuant to RFA 2016-108 to further assist in the rehabilitation of this Development. On February 28, 2018, Florida Housing received a Petition for Waiver of Rules 67-48.0072(4)(c), F.A.C. (2015) and 67-48.0072(21)(b), F.A.C. (2016), to allow Petitioner to extend the closing deadline for the 2015 EHCL and to extend the firm loan commitment issuance deadline for the 2016 EHCL. A copy of the Petition is attached as [Exhibit C](#).

2. Present Situation

- a) Rule 67-48.0072(4)(c), F.A.C. (2015) provides as follows:

(c) For SAIL, EHCL, and HOME Applicants, 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. . . . In the event the loan does not close by the end of the 12 month extension period, the preliminary commitment or firm commitment, as applicable, will be deemed void and the funds will be de-obligated.

- b) Rule 67-48.0072(21)(b), F.A.C. (2016) provides as follows:

(b) For SAIL, EHCL, and HOME that is not in conjunction with Competitive HC, unless stated otherwise in a competitive solicitation, the firm loan commitment must be issued within nine (9) months of the Applicant’s acceptance to enter credit underwriting. . . .

- c) In accordance with the EHCL award under RFA 2015-102, the loan closing deadline was May 23, 2016. Petitioner was granted one 12-month extension of the EHCL closing deadline to May 23, 2017, and a second 12-month extension of the deadline to May 23, 2018. In December of 2016 Petitioner was awarded additional EHCL funding pursuant to RFA 2016-108. The firm loan commitment issuance deadline under this second RFA was September 21, 2017. Petitioner was granted one 6-month extension of the firm loan commitment issuance deadline to March 21, 2018. Petitioner alleges that the impacts of Hurricane Irma on the City of Fort Myers and on the Development led to unavoidable and unforeseen delays. Petitioner also alleges that additional time was required to receive approval from the U.S. Department of Housing and

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Urban Development for a rent increase. Both of the EHCLs have been submitted to credit underwriting and a single credit underwriting report will be issued for both loans. It is thus anticipated that both loans will close simultaneously.

- d) On March 1, 2018, Notice of the Petition was published in the Florida Administrative Register in Volume 44, Number 42. To date, Florida Housing has received no comments concerning the Petition.
- e) Section 120.542(2), Florida Statutes provides in pertinent part:

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

3. Recommendation

- a) Staff recommends the Board **GRANT** Petitioner’s request for a waiver of Rule 67-48.0072(4)(c), F.A.C. (2015) to allow the RFA 2015-102 EHCL loan closing deadline to be extended until October 31, 2018. Staff also recommends the Board **GRANT** Petitioner’s request for a waiver of Rule 67-48.0072(21)(b), F.A.C. (2016) to allow the RFA 2016-108 EHCL firm loan commitment issuance deadline to be extended until October 31, 2018.

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D. In Re: West Lake I, Ltd. - FHFC Case No. 2018-009VW

Development Name: ("Development"):	Twin Lakes Estates Phase 1 f/k/a West Lake Apartments
Developer/Principal: ("Developer"):	HTG West Lake Developer, LLC Matthew Rieger
Number of Units: 100	Location: Polk County
Type: New garden apartments	Set Asides: SAIL/ELI: 10% @ 45% AMI SAIL: 90% @ 60% AMI MMRB: 40% @ 60% AMI 4% HC: 100% @ 60% AMI
Demographics: Elderly	Funding: 4% HC: \$640,816 SAIL: \$5,000,000 ELI Gap: \$294,000 MMRB: \$9,000,000

1. Background

- a) West Lake I, Ltd, ("Petitioner") successfully applied for an award of State Apartment Incentive Loan (SAIL) and Extremely Low Income (ELI) Gap funding to be used in conjunction with Florida Housing-Issued MMRB and Non-Competitive Housing Credits under Request for Applications 2015-112 (the "RFA") to assist in the construction of a development serving elderly persons in Polk County. On February 22, 2018, Florida Housing received a "Petition for Waiver of Rule 67-48.0072(4)(c), Fla. Admin. Code (Rev. 10-8-14), to extend the current closing date of these loans by 60 days. Despite this caption, the Petitioner also requested a waiver of R. 67-48.0072(26), Fla. Admin. Code, as the two Closing Dates have already been consolidated into one, as explained below. A copy of the Petition is attached as [Exhibit D](#).

2. Present Situation

- a) R. 67-48.0072(4)(c), Fla. Admin. Code (Rev. 10-8-14), provides as follows:

For SAIL, EHCL, and HOME Applicants, 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. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting an extension and shall detail the time frame to close the loan... In the event the loan does not close by the end of the 12 month extension period, the preliminary commitment or firm commitment, as applicable, will be deemed void and the funds will be de-obligated.

- b) R. 67-0072(26), Fla. Admin. Code (Rev. 10-8-14), provides as follows:

(26) For SAIL, EHCL, and HOME, these loans and other mortgage loans related to the construction of the Development must close within 120 Calendar Days of the date of the firm loan commitment(s), unless the Development is a Tax-Exempt Bond-Financed Development which then the closing must occur within 180 Calendar Days (subject to the closing deadlines established by the invitation to enter credit

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underwriting). A request for an extension of the firm loan commitment(s) may be considered by the Board for an extension term of up to 90 Calendar Days (subject to the closing deadlines established by the invitation to enter credit underwriting). All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting an extension and shall detail the time frame to close the loan. The Board shall consider the facts and circumstances of each Applicant's request, inclusive of the Applicant's ability to close within the extension term, 32 and any credit underwriting report, if available, prior to determining whether to grant the requested extension. The Corporation shall charge an extension fee of one-half of one percent of the loan amount if the Board approves the request to extend the commitment beyond the period outlined in this rule chapter.

- c) Petitioner's current consolidated Closing Deadline is March 21, 2018. Petitioner was invited into Credit Underwriting on March 21, 2016, and was given an initial Loan Closing Deadline of March 21, 2017. On December 9, 2016, the Board granted a waiver of the initial Loan Closing Deadline to March 21, 2018 and the Petitioner subsequently paid the 1% extension fee of \$52,940. On May 9, 2017, staff issued a Firm Commitment, establishing a Firm Commitment Closing Deadline of November 6, 2017. On October 27, 2017, the Board granted an extension of the Firm Commitment Closing Deadline to February 5, 2018 and the Petitioner subsequently paid the 0.50% extension fee of \$26,470. On January 26, 2018, the Board granted a waiver of the R. 67-48.0072(26), Fla. Admin. Code (Case No. 2018-002VW) to extend the Firm Commitment Closing Deadline to March 21, 2018. This effectively resulted in the consolidation of both Closing Deadlines to occur on March 21, 2018.
- d) Petitioner now seeks an additional 60-day extension of these Closing Deadlines to May 21, 2018. As per its previous request for a Rule waiver, Petitioner cites delays incurred by HUD approval of the disposition of the subject property (obtained December 21, 2017) and the subsequent 45-day review by the City of Lakeland. The MMRB/SAIL/ELI closing is currently scheduled for March 7, 2018, and while Petitioner believes it can meet the current March 21, 2018 Closing Deadlines, out of an abundance of caution it seeks a short extension (and waiver of the associated fee) of 60 days.
- e) On February 23, 2018, Notice of the Petition was published in the Florida Administrative Register in Volume 44, Number 38. To date, Florida Housing has received no comments concerning the Petition.
- f) Section 120. 542(2), Fla. Stat., 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.

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- g) Granting the requested waiver would not have any impact on other participants in funding programs administered by Florida Housing, nor would it have a detrimental impact on Florida Housing. Although requested in an abundance of caution, Petitioner could be substantially impacted and risks losing its financing and up to \$700,000 it has invested should the consolidated closing not occur as scheduled. Petitioner has also demonstrated that the purpose of the underlying statute, which is to “encourage development of low-income housing in the state” (§420.5099, Fla. Stat.), would still be achieved if the waiver is granted. Although Petitioner has also requested a waiver of the extension fee, such a request is unnecessary – as this request would be processed as a waiver of the Rule and not within the operation of the Rule, no such fee should be imposed for this extension.

3. Recommendation

- a) Staff recommends the Board **GRANT** Petitioner’s request for a waiver of R. 67-48.0072(4)(c), Fla. Admin. Code, to extend the consolidated Loan Closing Deadline to May 20, 2018. Petitioner’s request for a waiver of the extension fee is **DENIED** as moot.

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E. In Re: Gainesville Housing Development and Management Corporation - FHFC Case No. 2018-006VW (RFA 2015-114/2016-314E)

Development Name: (“Development”):	Oak Park
Developer/Principal: (“Developer”):	Housing Authority of Gainesville
Number of Units: 101	Location: Alachua County
Type: Rehabilitation Mid-Rise	Set Asides: 20% @ 50% 80% @ 60%
Demographics: Elderly	Funding: EHCL: \$630,000

1. Background

- a) Gainesville Housing Development and Management Corporation, (“Petitioner”) successfully applied for an award of competitive Elderly Housing Community Loan (“EHCL”) financing under Request for Applications 2015-114 (the “RFA”) to assist in the rehabilitation of Oak Park (the “Development”).
- b) On February 2, 2018, Florida Housing received a Petition for Waiver of Rule 67-48.0072(4)(c) (the “Petition”) from Petitioner, a copy of which is attached as [Exhibit E](#). On February 27, 2018, Petitioner filed an Amended Petition. A copy of the Amended Petition is attached as [Exhibit F](#).

2. Present Situation

- a) Petitioner seeks a waiver from Rule 67-48.0072(4)(c), Fla. Admin. Code (2014), which in relevant part provides:
 - (c) For SAIL, EHCL, and HOME Applicants, 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. . . . In the event the loan does not close by the end of the 12 month extension period, the preliminary commitment or firm commitment, as applicable, will be deemed void and the funds will be de-obligated.
- b) Petitioner was invited to credit underwriting on March 24, 2016 and was required to close the EHCL award by March 24, 2017. On January 12, 2017, Petitioner requested a twelve month extension to have additional time to finalize the construction documents. On February 3, 2017 that extension was granted by the Board of Directors of Florida Housing (the “Board”) to extend the EHCL Award closing deadline to March 24, 2018. Petitioner paid the associated extension fee.
- c) Now, Petitioner requests an additional extension of the EHCL award closing deadline to March 24, 2019. Petitioner asserts that this additional extension is necessary due to unforeseen delays associated with the Physical Needs Assessment (“PNA”). Specifically, on or around November 2017, First Housing assigned a GLE Associates, Inc. (“GLE”) to perform the PNA but GLE could not perform due to a conflict as GLE is Petitioner’s architect/engineer of record. On or around January 16, 2018, First Housing reassigned the PNA to a third party and the PNA was recently completed. Petitioner asserts that it is unable to meet the EHCL award closing deadline of March 24, 2018 and requests an

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extension until March 24, 2019 in order to have additional time to complete credit underwriting for the award.

d) On February 6, 2018, Notice of the Petition was published in the Florida Administrative Register in Volume 44, Number 25. To date, Florida Housing has received no comments concerning the Petition.

e) 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.

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

3. **Recommendation**

a) Staff recommends the Board **GRANT** Petitioner’s request for a waiver of the above Rule, so that the EHCL closing deadline may be extended from March 24, 2018 until March 24, 2019.

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F. In Re: Spinal Cord Living-Assistance Development, Inc. (SCLAD) - FHFC Case No. 2018-007VW

Development Name: (“Development”):	Le Jeune Gardens
Developer/Principal: (“Developer”):	Spinal Cord Living-Assistance Development, Inc.
Number of Units: 18	Location: Miami-Dade County
Type: New barrier-free	Set Asides: 25% at 33% AMI 75% at 60% AMI
Demographics: Family; Special Needs	SAIL: \$3,420,00 ELI Gap: \$352,600

1. Background

- a) Petitioner was selected to receive State Apartment Incentive Loan (SAIL) and Extremely Low Income (ELI) funding under Request for Applications (RFA) 2015-101, to assist in the construction of a Development serving low-income families with special needs in Miami-Dade County, Florida. On February 14, 2018, Florida Housing received a “Petition for Waiver of Rule 67-48.0072(4)(c)” (the “Petition”) requesting to extend the SAIL/ELI loan closing date from March 31, 2018 to September 14, 2018. A copy of the Petition is attached as [Exhibit G](#).

2. Present Situation

- a) R. 67-48.0072(4)(c), Fla. Admin. Code, provides:
 - (c) For SAIL, EHCL, and HOME Applicants, 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. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting an extension and shall detail the time frame to close the loan. . . . In the event the loan does not close by the end of the 12 month extension period, the preliminary commitment or firm commitment, as applicable, will be deemed void and the funds will be de-obligated.
- b) Petitioner was invited to credit underwriting on June 22, 2015, and received a 12-month closing extension to June 22, 2017. Petitioner received a second extension via a petition for rule waiver at the June 16, 2017 meeting of the Board (FHFC Case No. 2017-030VW), extending the closing deadlines for both the SAIL and ELI loans to March 31, 2018. Petitioner now requests an additional extension of the closing deadlines to September 14, 2018, due to further delays caused by the redesign of the Development.
- c) On, February 14, 2018, Notice of the Petition was published in the Florida Administrative Register in Volume 44, Number 31. To date, Florida Housing has received no comments concerning the Petition.

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- d) 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.

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

3. Recommendation

- a) Staff recommends the Board **GRANT** Petitioner’s request for a waiver of R. 67-48.0072(4)(c), Fla. Admin. Code, so that the SAIL and ELI loan closing deadlines may be extended from March 31, 2018 until September 14, 2018.

MULTIFAMILY BONDS

Consent

V. MULTIFAMILY BONDS

A. Request Approval for Transfer of Ownership and the Assignment, Assumption, and Subordination of the LURA and ELIHA for Whistler's Cove Apartments (1998 Series T / 1999-507C)

Development Name: Whistler's Cove Apartments	Location: Collier County
Applicant/Borrower: Affordable Whistler's Cove, Ltd.	Set Aside(s): 20% @ 50% AMI (MMRB) 50% @ 60% AMI (MMRB) 100% @ 60% AMI (HC)
Developer/Principal: Banyan Realty Advisors	Demographic/Number of units: Family / 240 units
Requested Amounts: \$15,000,000 Multifamily Mortgage Revenue Bond (MMRB) \$667,588 Non-Competitive Housing Credits (HC)	Development Category/Type: New Construction / Garden Apartments

1. Background/Present Situation

- a) Florida Housing financed the construction of the above referenced Development in 1999 with \$15,000,000 in tax exempt MMRB designated as 1998 Series T. In addition, \$667,588 in Housing Credits was allocated to this Development. The Applicant subsequently redeemed the bonds in December 2011.
- b) The Borrower requests approval to transfer the development ownership from Affordable Whistler's Cove, Ltd. to SPT Dolphin Whistlers Cove LLC. Seltzer Management Group, Inc. has reviewed this request and provided a positive recommendation for the transfer and the assignment, assumption, and subordination of the Land Use Restriction Agreement "LURA" and Extended Low-Income Housing Agreement "ELIHA" ([Exhibit A](#)).

2. Recommendation

- a) Approve the ownership transfer and the assignment, assumption, and subordination of the LURA and ELIHA, with further approval by the Credit Underwriter, Bond Counsel, Special Counsel and the appropriate Florida Housing staff.

MULTIFAMILY PROGRAMS

Consent

VI. MULTIFAMILY PROGRAMS

A. Request Approval of Applicant Entity and General Partner Change for Concord Court at Creative Village fka Amelia Court at Creative Village (2016-305CS/2017-283CS/2017-292V)

Development Name: Concord Court at Creative Village fka Amelia Court at Creative Village	Location: Orange County
Applicant/Borrower: Amelia Court at Creative Village Partners, Ltd	Set Aside(s): 10% @ 40% AMI; 70% @ 60% AMI and 20% at Market
Developer/Principal: Atlantic Housing Partners, LLLP & Banc of America Community Development Corporation	Demographic/Number of units: Family/116 units
Requested Amount: \$2,185,789 Housing Credits (HC), \$2,000,000 State Apartment Incentive Loan (SAIL) \$1,000,000 Viability Loan	Development Category/Type: New Construction/Mid-Rise 5 or 6 Stories

1. Background/Present Situation

- a) Concord Court at Creative Village fka Amelia Court at Creative Village (RFA 2015-113/2016-305CS/2017-283CS/2017-292V) applied for and was awarded an allocation of \$2,185,789 in Housing Credits, \$2,000,000 in SAIL funding and \$1,000,000 in Viability Loan Funding. The funds are being utilized to finance a 116-unit (93 set-aside units) in Orange County, Florida.
- b) The Applicant was invited to enter credit underwriting on April 12, 2016. In November of 2016 staff issued a Carryover Allocation Agreement, allocating a total of \$2,185,789 in Housing Credits and in October of 2017, staff issued a notice of preliminary award of Viability Loan funding in an amount up to \$1,000,000.
- c) On February 9, 2018 (letter dated February 8th), staff received a request from Applicant to change the Applicant entity name to Concord Court at Creative Village Partners, Ltd and the name of the General Partner to SAS Concord Court at Creative Village Managers, LLC. The Principal of the General Partner will remain Southern Affordable Services, Inc. The request letter and the current and proposed ownership structures are provided as [Exhibit A](#).
- d) According to F.A.C 67-48.004(3)(a), the name of the Applicant entity may be changed upon Board approval after the Applicant has been invited to credit underwriting for the SAIL Programs and after the Carryover Allocation Agreement is in effect for the Competitive HC Program. Furthermore, the RFA states that the Applicant entity shall not be changed in any way (materially or non-materially) until after the SAIL loan closing.

2. Recommendation

- a) Approve the request to allow the name change in the Applicant Entity and furthermore approve the RFA waiver to change the name of the General Partner.

MULTIFAMILY PROGRAMS

Consent

B. Request Approval of Credit Underwriting Report for 75th Terrace Group Home (2016-407G)

Development Name: 75th Terrace Group Home	Location: Broward County
Applicant/Borrower: Ann Storck Center, Inc.	Set Aside(s): 33.3% @ 30% AMI and 66.7% at 60% AMI
Developer/Principal: N/A	Demographic/Number of Residents: Persons with Developmental Disabilities / 6 Residents
Requested Amounts: \$193,000 Grant Funding	Development Category/Type: Renovation/CRH

1. Background/Present Situation

- a) On October 26, 2016, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2016-107 for Financing to Build or Rehabilitate Smaller Permanent Supportive Housing Properties for Persons with Developmental Disabilities.
- b) On February 3, 2017, the Board approved the final scores and recommendations and directed staff to proceed with all necessary credit underwriting activities.
- c) On March 31, 2017, staff issued an invitation to enter credit underwriting to Ann Storck Center, Inc.
- d) On February 28, 2018, staff received a positive recommendation for a grant amount of \$193,000 to be allocated to the Development ([Exhibit B](#)).

2. Recommendation

- a) Staff recommends that the Board approve the final credit underwriting report and direct staff to proceed with issuance of a firm commitment and closing activities.

MULTIFAMILY PROGRAMS

Consent

C. **Request Approval to Waive the IRS form 8821 Requirement for all Non-Profit Partner Board Members for Warley Park (2017-258CSN)**

Development Name: Warley Park	Location: Seminole County
Applicant/Borrower: Warley Park, Ltd	Set Aside(s): 9% @ 22% AMI (NHTF) 10% @ 40% AMI (SAIL & HC) 90% @ 60% AMI (SAIL & HC)
Developer/Principal: Warley Park Development, LLC / Step Up Developer, LLC	Demographic/Number of units: Homeless / 85
Requested Amounts: \$2,825,000 State Apartment Incentive Loan (SAIL) \$1,510,000 Housing Credits (HC) \$1,273,600 National Housing Trust Fund (NHTF)	Development Category/Type: New Construction / Garden

1. **Background/Present Situation**

- a) Warley Park (RFA 2017-103/2017-258CSN) applied for and was awarded an allocation of \$2,825,000 in SAIL funding, \$1,273,600 in NHTF funding and \$1,510,000 in Competitive Housing Credits. The funds are being utilized to finance an 85-unit Homeless development in Seminole County. On October 30, 2016, staff issued an invitation to enter credit underwriting at-risk to Warley Park, Ltd. Subsequently Florida Housing issued a Carryover Allocation Agreement, allocating a total of \$1,510,000 in Housing Credits in December 2017.
- b) As part of initial due diligence, and as required in the RFA, the IRS Tax Information Authorization Form 8821 is collected for all Financial Beneficiaries and natural person Principals disclosed on the Principals of the Applicant and Developer Disclosure Form.
- c) On January 17, 2018, Florida Housing received a letter from the Applicant requesting an RFA waiver from the requirement that all natural person Principals disclosed on the Principals of the Applicant and Developer Disclosure Form provide an 8821. The letter is provided as [Exhibit C](#). The Applicant purports that if they are forced to keep this requirement, that many of the Board Members may step down.

2. **Recommendation**

- a) Approve the RFA waiver, exempting the non-profit board members from having to submit the IRS form 8821, provided that each board member individually submits an Affidavit certifying that they have not and will not receive any direct or indirect financial benefit from the Development in any way.

MULTIFAMILY PROGRAMS

Consent

D. Request Approval of Credit Underwriting Report for Melrose Group Home (2016-416G)

Development Name: Melrose Group Home	Location: Broward County
Applicant/Borrower: Ann Storck Center, Inc.	Set Aside(s): 33.3% @ 30% AMI and 66.7% at 60% AMI
Developer/Principal: N/A	Demographic/Number of Residents: Persons with Developmental Disabilities / 6 Residents
Requested Amounts: \$126,000 Grant Funding	Development Category/Type: Renovation/CRH

1. Background/Present Situation

- a) On October 26, 2016, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2016-107 for Financing to Build or Rehabilitate Smaller Permanent Supportive Housing Properties for Persons with Developmental Disabilities.
- b) On February 3, 2017, the Board approved the final scores and recommendations and directed staff to proceed with all necessary credit underwriting activities.
- c) On March 31, 2017, staff issued an invitation to enter credit underwriting to Ann Storck Center, Inc.
- d) On February 28, 2018, staff received a positive recommendation for a grant amount of \$126,000 to be allocated to the Development ([Exhibit D](#)).

2. Recommendation

- a) Staff recommends that the Board approve the final credit underwriting report and direct staff to proceed with issuance of a firm commitment and closing activities.

MULTIFAMILY PROGRAMS

Consent

E. Request Approval of Loan Closing Extension for Dr. Alice Moore Apartments (2016-333CL)

Development Name: Dr. Alice Moore Apartments	Location: Palm Beach County
Applicant/Borrower: Dr. Alice Moore Apartments, LLLP	Set-Aside(s): 10% @ 33% AMI & 90% @ 60% AMI
Developer/Principal: Carrfour Supportive Housing, Inc.	Demographic/Number of Units: Persons with a Disabling Condition/36
Requested Amounts: Annual HC \$820,000 FAF Loan \$550,000	Development Category/Type: New Construction/Mid-Rise (4 stories)

1. Background/Present Situation

- a) On March 4, 2016, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2016-103 for Competitive Housing Credit and Gap Financing for Permanent Supportive Housing Developments for Persons with a Disabling Condition.
- b) On June 24, 2016, the Board approved the final scores and recommendations for the RFA and directed staff to proceed with all necessary credit underwriting activities.
- c) On July 1, 2016, staff issued a preliminary commitment letter and an invitation to enter credit underwriting to Dr. Alice Moore Apartments, LLLP, which states that the loan must close within 9 months of the date of the executed Housing Credit Carryover Allocation Agreement. The Housing Credit Carryover Allocation Agreement was executed on July 7, 2017, giving them a closing deadline of April 9, 2018. Applicants may request one (1) extension of up to 12 months related to the loan closing.
- d) On February 21, 2018, staff received a request from the Applicant to extend the April 9, 2018 loan closing deadline to April 9, 2019 ([Exhibit E](#)), which will allow additional time to resolve unforeseeable delays caused by Hurricane Irma and an on-going site plan approval appeal filed by residents, and to complete the underwriting process. Staff has reviewed this request and finds that it meets the requirements of the RFA.

2. Recommendation

- a) Approve the request to extend the loan closing deadline from April 9, 2018 to April 9, 2019, subject to payment of the required non-refundable extension fee of one percent of the loan amount, pursuant to the requirements of the RFA.

MULTIFAMILY PROGRAMS

Consent

F. Request Approval of Loan Closing Extension for the Residences at Equality Park (2016-332CL)

Development Name: The Residences at Equality Park	Location: Broward County
Applicant/Borrower: Equality Park, Ltd.	Set-Aside(s): 10% @ 33% AMI & 90% @ 60% AMI
Developer/Principal: Carrfour Supportive Housing, Inc.	Demographic/Number of Units: Persons with a Disabling Condition/48
Requested Amounts: Annual HC \$1,092,894 FAF Loan \$550,000	Development Category/Type: New Construction/Mid-Rise (4 stories)

1. Background/Present Situation

- a) On March 4, 2016, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2016-103 for Competitive Housing Credit and Gap Financing for Permanent Supportive Housing Developments for Persons with a Disabling Condition.
- b) On June 24, 2016, the Board approved the final scores and recommendations for the RFA and directed staff to proceed with all necessary credit underwriting activities.
- c) On July 1, 2016, staff issued a preliminary commitment letter and an invitation to enter credit underwriting to Equality Park, Ltd, which states that the loan must close within 9 months of the date of the executed Housing Credit Carryover Allocation Agreement. The Housing Credit Carryover Allocation Agreement was executed on July 7, 2017, giving them a closing deadline of April 9, 2018. Applicants may request one (1) extension of up to 12 months related to the loan closing.
- d) On February 21, 2018, staff received a request from the Applicant to extend the April 9, 2018 loan closing deadline to April 9, 2019 ([Exhibit F](#)), which will allow additional time to resolve unforeseeable delays and budgetary challenges caused by multiple hurricanes, and to complete the underwriting process. Staff has reviewed this request and finds that it meets the requirements of the RFA.

2. Recommendation

- a) Approve the request to extend the loan closing deadline from April 9, 2018 to April 9, 2019, subject to payment of the required non-refundable extension fee of one percent of the loan amount, pursuant to the requirements of the RFA.

PROFESSIONAL SERVICES SELECTION (PSS)

Consent

VII. PROFESSIONAL SERVICES SELECTION (PSS)

A. 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 eight firms below for Investment Banker services.
- b) 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. At the March 2017 meeting, the Board authorized staff to move forward with the first of three one-year renewal options, and there are two optional renewal terms remaining for all eight firms.
- c) Current contract information is as follows:

Contract Number	Vendor	Initial Term Start Date	Current Expiration Date
2014-03-025-Q-001	Raymond James & Associates, Inc.	8/13/2014	8/12/2018
2014-03-025-Q-007	Morgan Stanley & Co.. LLC.	8/15/2014	8/14/2018
2014-03-025-Q-002	Merrill Lynch, Fenner & Smith Incorporated	8/19/2014	8/18/2018
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	8/31/2018
2014-03-025-Q-008	RBC Capital Markets, LLC	9/3/2014	9/2/2018
2014-03-025-Q-003	Citigroup Global Markets, Inc.	9/16/2014	9/15/2018
2014-03-025-Q-010	Wells Fargo Bank, N.A.	9/16/2014	9/15/2018

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 one-year renewal option.

STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

Consent

VIII. STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

A. Request Approval of Firm Loan Commitment Issuance Extension for Suncrest Court (2016-378BS)

Development Name: Suncrest Court	Location: Broward County
Applicant/Borrower: Suncrest Court Redevelopment, LLC	Set-Aside(s): 10% @ 30% AMI & 90% @ 60% AMI
Developer/Principal: HEF-Dixie Court Development, LLC	Demographic/Number of Units: Family/116
Requested Amounts: SAIL \$6,500,000; ELI \$600,000	Development Category/Type: New Construction/Garden

1. Background/Present Situation

- a) On September 19, 2016, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2016-109 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 December 9, 2016, the Board approved the final scores and recommendations for the RFA, and directed staff to proceed with all necessary credit underwriting activities.
- c) On March 24, 2017, the Board approved staff to issue Administrative Complaints and Orders of Ineligibility against Pinnacle Housing Group (PHG), LLC, PHG Builders, LLC, and several Principals of PHG. The Administrative Complaint was issued by the Corporation's Counsel on May 1, 2017. Subsequently, the Board approved a Settlement Agreement with PHG on September 8, 2017.
- d) On July 28, 2017, the Board approved a waiver request from the Applicant to remove PHG and any other precluded PHG affiliated entities and/or PHG affiliated persons/Principals from the Suncrest Court development which included the removal of: (i) PHG Suncrest and David O. Deutch as members of the Applicant, (ii) PHG as a Developer of Suncrest Court, and (iii) PMI as the Management Company of Suncrest Court.
- e) On August 7, 2017, staff issued a preliminary commitment letter and an invitation to enter credit underwriting to Suncrest Court Redevelopment, LLC, which states that the firm loan commitment must be issued within 9 months of the acceptance to enter credit underwriting. The acceptance was acknowledged on August 8, 2017, giving them a firm loan commitment issuance deadline of May 8, 2018. Applicants may request one (1) extension of up to 6 months to secure a firm loan commitment.

STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

Consent

- f) On January 29, 2018, staff received a request from the Applicant to extend the May 8, 2018 firm loan commitment issuance deadline to November 8, 2018 ([Exhibit A](#)), which will allow additional time meet HUD procurement requirements, get through the RAD application process, obtain permits and complete the credit underwriting process. Staff has reviewed this request and finds that it meets all requirements of the RFA.

2. **Recommendation**

- a) Approve the request to extend the firm loan commitment issuance deadline from May 8, 2018 to November 8, 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

B. Request Approval of Credit Underwriting Report for The Addison (2017-251CS)

Development Name: The Addison	Location: Manatee County
Applicant/Borrower: HTG Addison, LLC	Set-Aside(s): 10% @ 35% & 75% @ 60% AMI
Developer/Principal: HTG Addison Developer, LLC	Demographic/Number of Units: Family/90
Requested Amounts: SAIL \$2,000,000 Annual 9% HC \$1,510,000	Development Category/Type: New Construction/ Mid-Rise

1. Background/Present Situation

- a) On February 22, 2017, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2017-102 for Housing Credit and SAIL Financing to Provide Affordable Multifamily Rental Housing that is a Part of Local Revitalization Initiatives.
- b) On May 5, 2017, the Board approved the final scores and recommendations for the RFA, and directed staff to proceed with all necessary credit underwriting activities. On May 25, 2017, staff issued a preliminary commitment letter and an invitation to enter credit underwriting to HTG Addison, LLC, which states that the firm loan commitment must be issued within 9 months of the acceptance to enter credit underwriting. The acceptance was acknowledged on May 25, 2017, giving them a firm loan commitment issuance deadline of February 26, 2018. Applicants may request one (1) extension of up to 6 months to secure a firm loan commitment.
- c) On January 26, 2018, the Board approved a request to extend the firm loan commitment deadline from February 26, 2018 to August 26, 2018.
- d) On February 27, 2018, staff received a final credit underwriting report with a positive recommendation for funding ([Exhibit B](#)). Staff has reviewed this report and finds that it meets all requirements of the RFA.

2. Recommendation

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

STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

Consent

C. Request Approval of Credit Underwriting Report for Woodlawn Trail (2016-385S)

Development Name: Woodlawn Trail	Location: Pinellas County
Applicant/Borrower: SP Trail LLC	Set-Aside(s): 10% @ 40% AMI & 90% @ 60% AMI
Developer/Principal: Southport Development, Inc., a Washington Corporation, DBA Southport Development Services, Inc.	Demographic/Number of Units: Family/80
Requested Amounts: SAIL \$4,100,000 ELI \$410,400 Annual 4% HC \$607,708	Development Category/Type: New Construction/Garden

1. Background/Present Situation

- a) On September 19, 2016, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2016-109 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 December 9, 2016, the Board approved the final scores and recommendations for the RFA, and directed staff to proceed with all necessary credit underwriting activities.
- c) On March 24, 2017, the Board approved the Final Order resolving all pending litigation pertaining to RFA 2016-109, allowing staff to proceed with all necessary credit underwriting activities.
- d) On March 31, 2017, staff issued a preliminary commitment letter and an invitation to enter credit underwriting to SP Trail LLC, which states that the firm loan commitment must be issued within 9 months of the acceptance to enter credit underwriting. The acceptance was acknowledged on April 5, 2017, giving them a firm loan commitment issuance deadline of January 5, 2018. Applicants may request one (1) extension of up to 6 months to secure a firm loan commitment.
- e) On December 8, 2017, the Board approved a request to extend the firm loan commitment deadline from January 5, 2018 to July 5, 2018.
- f) On February 28, 2018, staff received a final credit underwriting report with a positive recommendation for funding ([Exhibit C](#)). Staff has reviewed this report and finds that it meets all requirements of the RFA.

2. Recommendation

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

STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

Consent

D. Request Approval of Credit Underwriting Report for The Ranch at Pinellas Park (2017-172S)

Development Name: The Ranch at Pinellas Park	Location: Pinellas County
Applicant/Borrower: Pinellas Affordable Living, Inc.	Set-Aside(s): 20% @ 40% AMI & 80% @ 60% AMI
Developer/Principal: Pinellas Affordable Living, Inc.; Boley Centers, Inc.	Demographic/Number of Units: Persons with Special Needs/25
Requested Amounts: SAIL \$3,890,189 ELI \$226,600	Development Category/Type: New Construction/Garden

1. Background/Present Situation

- a) On November 28, 2016, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2016-115 for SAIL Financing for Smaller Permanent Supportive Housing Developments for Persons with Special Needs.
- b) On March 24, 2017, the Board approved the final scores and recommendations for the RFA, and directed staff to proceed with all necessary credit underwriting activities.
- c) On May 5, 2017, the Board approved the Final Order resolving all pending litigation pertaining to RFA 2016-115, allowing staff to proceed with all necessary credit underwriting activities.
- d) On May 9, 2017, staff issued a preliminary commitment letter and an invitation to enter credit underwriting to Pinellas Affordable Living, Inc. with a firm loan commitment issuance deadline of February 12, 2018.
- e) January 26, 2018, the Board approved a request to extend the firm loan commitment issuance deadline from February 12, 2018, to August 13, 2018.
- f) On February 27, 2018, staff received a final credit underwriting report with a positive recommendation for funding ([Exhibit D](#)). Staff has reviewed this report and finds that it meets all the requirements of the RFA.

2. Recommendation

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

STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

Consent

E. Request Approval of Credit Underwriting Report for Perrytown Apartments (currently known as Tidewater Apartments) (2016-386S)

Development Name: Perrytown Apartments (currently known as Tidewater Apartments)	Location: Taylor County
Applicant/Borrower: Perrytown Apartments, LLC	Set-Aside(s): 10% @ 50% AMI & 90% @ 60% AMI
Developer/Principal: AMCS Development, LLC; SCG Development Partners, LLC	Demographic/Number of Units: Family/100
Requested Amounts: SAIL \$2,670,400 ELI \$194,600 Annual HC \$374,960	Development Category/Type: Acquisition and Rehabilitation/Substantial Rehabilitation/Garden

1. Background/Present Situation

- a) On September 19, 2016, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2016-109 for SAIL Financing of Affordable Multifamily Housing Developments to be used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits.
- b) On December 9, 2016, the Board approved the final scores and recommendations for the RFA, and directed staff to proceed with all necessary credit underwriting activities.
- c) On March 24, 2017, the Board approved the Final Order resolving all pending litigation pertaining to RFA 2016-109, allowing staff to proceed with all necessary credit underwriting activities.
- d) On March 31, 2017, staff issued a preliminary commitment letter and an invitation to enter credit underwriting to Perrytown Apartments, LLC with a firm loan commitment issuance deadline of January 8, 2018.
- e) On December 8, 2017, the Board approved a request to extend the firm loan commitment issuance deadline from January 8, 2018, to July 9, 2018.
- f) On March 1, 2018, staff received a final credit underwriting report with a positive recommendation for funding ([Exhibit E](#)). Staff has reviewed this report and finds that it meets all the requirements of the RFA.

2. Recommendation

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

SPECIAL ASSETS

Consent

IX. SPECIAL ASSETS

- A. **Request Approval of Transfer of General Partner Interests and Release of Guarantors in Renaissance Preserve III, LLLP, a Florida Limited Liability Limited Partnership, for Homes of Renaissance Preserve II fka Renaissance Preserve II (2010-04/2010-027CX/2011-008CX/2009-151C)**

Development Name: Homes of Renaissance Preserve II fka Renaissance Preserve II (“Development”)	Location: Lee County
Developer/Principal: Norstar Development USA, LP; Renaissance Preserve Developers, LLC (“Developer”)/Renaissance Preserve III, LLLP (“Borrower”)	Set-Aside: TCEP & HC 10% @ 33%; 90% @ 60% AMI TCEP: 15 years; EUA: 50 years
Number of Units: 88	Allocated Amount: TCEP \$2,995,000; HC \$1,510,000
Demographics: Family	Servicer: First Housing Development Corporation

1. Background

- a) During the 2010 funding cycle, Florida Housing Finance Corporation (“Florida Housing”) awarded funds from the Tax Credit Exchange Program (“TCEP”) in the amount of \$2,995,000 to Renaissance Preserve III, LLLP (“Borrower”), a Florida limited liability limited partnership, for the development of an 88-unit property in Lee County, Florida. The loan closed on October 29, 2010, and will mature on October 29, 2025. The Development also received a 2009 allocation of low-income housing tax credits (“HC”) of \$1,510,000.

2. Present Situation

- a) The Borrower requests approval to transfer the general partner interests in Renaissance Preserve III, LLLP from Norstar Renaissance Preserve Family II, Inc. (managing general partner), a Florida corporation, to Renaissance Preserve III, LLC (co-general partner), a Florida limited liability company. Renaissance Preserve III, LLC will become the sole member of Renaissance Preserve III, LLLP.
- b) The Borrower also requests the release of the Norstar Renaissance Preserve Family II, Inc., its affiliates and principals, as current guarantors, and the substitution of Renaissance Preserve III, LLC and its affiliates, as the remaining guarantors.
- c) Staff received a credit underwriting report ([Exhibit A](#)) from First Housing Development Corporation with a positive recommendation for approval of the transfer of general partner interests, and the release and substitution of the guarantors.

SPECIAL ASSETS

Consent

3. **Recommendation**

- a) Approve the transfer of the general partner interests, 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 the Restructure of the First Mortgage, Renegotiation of the HOME Loan, Transfer of Ownership, Assumption of the HOME Loan, and Release of Guarantors for Affordable/Glen Oaks, Ltd., a Florida Limited Partnership, for Glen Oaks Apartments (96HR-012/1998-506C)**

Development Name: Glen Oaks Apartments (“Development”)	Location: Leon County
Developer/Principal: Banyan Realty Advisors, LLC (“Developer”)/ Affordable/Glen Oaks, Ltd. (“Borrower”)	Set-Aside: HOME 20% @ 50%; 80% @ 60%; HC 11.9% @ 50%; 88.1% @ 60% AMI LURA 50 years; EUA 30 years
Number of Units: 256	Allocated Amount: HOME \$2,576,000; HC \$630,791.68
Demographics: Family	Servicer: Seltzer Management Group, Inc.

1. Background

- a) During the 1996 funding cycle, Florida Housing Finance Corporation (“FHFC”) awarded a \$2,576,000 HOME Investment Partnership Program (“HOME”) Loan to Affordable/Glen Oaks, Ltd., a Florida limited partnership (“Borrower”), for the development of a 256-unit apartment complex in Leon County, Florida. The HOME loan closed on June 24, 1997, and matures on June 1, 2030. The Development also received a 1998 allocation of low-income housing tax credits (“HC”) of \$630,791.68.

2. Present Situation

- a) The Borrower requests approval to transfer the ownership of the Development from Affordable/Glen Oaks, Ltd. to SPT Dolphin Glen Oaks LLC (“Buyer” or “Starwood”), an affiliate of Starwood Property Trust, Inc. The new owner will be a for-profit entity which requires that the HOME loan interest rate be renegotiated from 0% to 3%.
- b) The Borrower also requests the release of the Developer, its affiliates and principals, as current guarantors, and the substitution of Starwood and principals, as the replacement guarantors.
- c) The Buyer requests consent from the Board to restructure the existing first mortgage, the proceeds of which will be used to satisfy the existing first mortgage.
- d) The Buyer also requests consent from the Board to assume and subordinate the HOME loan, the HOME Land Use Restriction Agreement (“LURA”), and the Extended Low-Income Housing Agreement (“ELIHA”) to the new first mortgage. The Buyer also agrees to make a principal payment in the amount of \$502,000.

SPECIAL ASSETS

Consent

- e) Staff received a credit underwriting report ([Exhibit B](#)) from Seltzer Management Group with a positive recommendation for approval of the restructure of the first mortgage, renegotiation of the HOME loan, assumption and subordination of the HOME loan, the HOME LURA, and the ELIHA, transfer of ownership, and the release and substitution of the guarantors.

3. **Recommendation**

- a) Approve the restructure of the first mortgage, renegotiation of the HOME loan, assumption and subordination of the HOME loan, the HOME LURA, and the ELIHA 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

- C. **Request Approval of the Restructure of the First Mortgage, Renegotiation of the SAIL Loan, Transfer of Ownership, Assumption of the SAIL Loan, and Release of Guarantors for Saddlebrook at Palm Beach, Ltd., a Florida Limited Partnership, for Madison Chase Apartments fka Saddlebrook (2000-086S/2000-550C)**

Development Name: Madison Chase Apartments fka Saddlebrook (“Development”)	Location: Palm Beach County
Developer/Principal: Banyan Realty Advisors, LLC (“Developer”)/ Saddlebrook at Palm Beach, Ltd. (“Borrower”)	Set-Aside: SAIL 6.087% @ 25%; 93.04% @ 60%; HC 100% @ 60% AMI LURA 56 years; EUA 50 years
Number of Units: 230	Allocated Amount: SAIL \$2,369,000; HC \$715,443
Demographics: Family	Servicer: Seltzer Management Group, Inc.

1. Background

- a) During the 2000 funding cycle, Florida Housing Finance Corporation (“FHFC”) awarded a \$2,369,000 State Apartment Incentive Loan (“SAIL”) to Saddlebrook at Palm Beach, Ltd., a Florida limited partnership (“Borrower”), for the development of a 230-unit apartment complex in Palm Beach County, Florida. The SAIL loan closed on June 11, 2001, and matures on April 8, 2046. The Development also received a 2000 allocation of low-income housing tax credits (“HC”) of \$715,443.

2. Present Situation

- a) The Borrower requests approval to transfer the ownership of the Development from Saddlebrook at Palm Beach, Ltd. to SPT Dolphin Madison Chase LLC (“Buyer” or “Starwood”), an affiliate of Starwood Property Trust, Inc.
- b) The Borrower also requests the release of the Developer, its affiliates and principals, as current guarantors, and the substitution of Starwood and principals, as the replacement guarantors.
- c) The Buyer requests consent from the Board to restructure the existing first mortgage, the proceeds of which will be used to satisfy the existing first mortgage.
- d) The Buyer also requests consent from the Board to assume and subordinate the SAIL loan, the SAIL Land Use Restriction Agreement (“LURA”), and the Extended Low-Income Housing Agreement (“ELIHA”) to the new first mortgage. The Buyer also agrees to make a principal payment in the amount of \$999,000, and to pay all outstanding accrued SAIL interest.

SPECIAL ASSETS

Consent

- e) Staff received a credit underwriting report ([Exhibit C](#)) from Seltzer Management Group with a positive recommendation for approval of the restructure of the first mortgage, renegotiation of the SAIL loan, assumption and subordination of the SAIL loan, the SAIL LURA, and the ELIHA, transfer of ownership, and the release and substitution of the guarantors.

3. **Recommendation**

- a) Approve the restructure of the first mortgage, renegotiation of the SAIL loan, assumption and subordination of the SAIL loan, the SAIL LURA, and the ELIHA 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

D. Request Approval of the Refinance of the First Mortgage, Transfer of Ownership, Assumption of the SAIL Loan, and Release of Guarantors for Breckenridge Commons, Ltd., a Florida Limited Partnership, for Madison Commons Apartments (2000-085S/2000-551C)

Development Name: Madison Commons Apartments (“Development”)	Location: Clay County
Developer/Principal: Banyan Realty Advisors, LLC (“Developer”); Breckenridge Commons, Ltd. (“Borrower”)	Set-Aside: SAIL 7.5% @ 28%, 91.25% @ 60%; HC 7.595% @ 28%, 92.405% @ 60% AMI; SAIL 50 years; HC 50 years
Number of Units: 160	Allocated Amount: SAIL \$1,925,625; HC \$422,697
Demographics: Family	Servicer: Seltzer Management Group

1. Background

- a) During the 2000 funding cycle, Florida Housing Finance Corporation (“FHFC”) awarded a \$1,925,625 State Apartment Incentive Loan (“SAIL”) to Breckenridge Commons, Ltd., a Florida limited partnership (“Borrower”), for the development of a 160-unit apartment complex in Clay County, Florida. The SAIL loan closed on June 6, 2001, and matures on July 1, 2040. The Development also received a 2000 allocation of low-income housing tax credits (“HC”) of \$422,697.

2. Present Situation

- a) The Borrower requests approval to transfer the ownership of the Development from Breckenridge Commons, Ltd. to SPT Dolphin Madison Commons LLC (“Buyer” or “Starwood”), an affiliate of Starwood Property Trust, Inc.
- b) The Borrower also requests the release of the Developer, its affiliates and principals, as current guarantors, and the substitution of Starwood and principals, as the replacement guarantors.
- c) The Buyer requests consent from the Board to refinance the existing first mortgage, the proceeds of which will be used to satisfy the existing first mortgage.
- d) The Buyer also requests consent from the Board to assume and subordinate the SAIL loan, the SAIL Land Use Restriction Agreement (“LURA”), and the Extended Low-Income Housing Agreement (“ELIHA”) to the new first mortgage. The Buyer also agrees to pay all outstanding accrued SAIL interest.
- e) Staff received a credit underwriting report ([Exhibit D](#)) from Seltzer Management Group with a positive recommendation for approval of the refinance of the first mortgage, assumption and subordination of the SAIL loan, the SAIL LURA, and the ELIHA, transfer of ownership, and the release and substitution of the guarantors.

SPECIAL ASSETS

Consent

3. **Recommendation**

- a) Approve the refinance of the first mortgage, assumption and subordination of the SAIL loan, the SAIL LURA, and the ELIHA 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

- E. **Request Approval of the Refinance of the First Mortgage, Transfer of Ownership, Assumption of the SAIL Loan, and Release of Guarantors for Park Avenue Villas, Ltd., a Florida Limited Partnership, for Park Avenue Villas (1999-087S/1999-515C)**

Development Name: Park Avenue Villas (“Development”)	Location: Orange County
Developer/Principal: Banyan Realty Advisors, LLC (“Developer”); Park Avenue Villas, Ltd. (“Borrower”)	Set-Aside: SAIL & HC 100% @ 60% AMI; SAIL 50 years; HC 50 years
Number of Units: 120	Allocated Amount: SAIL \$850,000; HC \$254,844
Demographics: Family	Servicer: Seltzer Management Group

1. **Background**

- a) During the 1999 funding cycle, Florida Housing Finance Corporation (“FHFC”) awarded a \$850,000 State Apartment Incentive Loan (“SAIL”) to Park Avenue Villas, Ltd., a Florida limited partnership (“Borrower”), for the development of a 120-unit apartment complex in Clay County, Florida. The SAIL loan closed on April 18, 2000, and matures on September 1, 2031. The Development also received a 1999 allocation of low-income housing tax credits (“HC”) of \$254,844.

2. **Present Situation**

- a) The Borrower requests approval to transfer the ownership of the Development from Park Avenue Villas, Ltd. to SPT Dolphin Park Avenue LLC (“Buyer” or “Starwood”), an affiliate of Starwood Property Trust, Inc.
- b) The Borrower also requests the release of the Developer, its affiliates and principals, as current guarantors, and the substitution of Starwood and principals, as the replacement guarantors.
- c) The Buyer requests consent from the Board to refinance the existing first mortgage, the proceeds of which will be used to satisfy the existing first mortgage.
- d) The Buyer also requests consent from the Board to assume and subordinate the SAIL loan, the SAIL Land Use Restriction Agreement (“LURA”), and the Extended Low-Income Housing Agreement (“ELIHA”) to the new first mortgage. The Buyer also agrees to pay all outstanding accrued SAIL interest.
- e) Staff received a credit underwriting report ([Exhibit E](#)) from Seltzer Management Group with a positive recommendation for approval of the refinance of the first mortgage, assumption and subordination of the SAIL loan, the SAIL LURA, and the ELIHA, transfer of ownership, and the release and substitution of the guarantors.

SPECIAL ASSETS

Consent

3. **Recommendation**

- a) Approve the refinance of the first mortgage, assumption and subordination of the SAIL loan, the SAIL LURA, and the ELIHA 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

F. Request Approval of the Restructure of the First Mortgage, Extension and Renegotiation of the SAIL ELI Loans, Transfer of Ownership, Assumption of the SAIL ELI Loan Documents, and Release of Guarantors for Spring Harbor Ltd., a Florida limited partnership for Spring Harbor Apartments (2010-16-04/2011-05-04/2000-502C)

Development Name: Spring Harbor Apartments (“Development”)	Location: Lake County
Developer/Principal: Banyan Realty Advisors, LLC (“Developer”)/ Spring Harbor, Ltd. (“Borrower”)	Set-Aside: ELI 5% @ 33%; ELI 10% @ 33%; HC 100% @ 60% AMI ELI: 15 years; ELI: 15 years; EUA: 30 years
Number of Units: 248	Allocated Amount: ELI \$975,000; ELI \$1,875,000; HC \$881,404
Demographics: Family	Servicer: First Housing Development Corporation

1. Background

- a) During the 2010 and 2011 funding cycles, Florida Housing Finance Corporation (“FHFC”) awarded two State Apartment Incentive Loan Extremely Low Income (“SAIL ELI”) loans in the original amounts of \$975,000 (“2010 SAIL ELI loan”) and \$1,875,000 (“2011 SAIL ELI loan”), respectively, to Spring Harbor, Ltd., a Florida limited partnership (“Borrower”), for the development of a 248-unit apartment complex in Lake County, Florida.
- b) The 2010 SAIL ELI loan closed on March 28, 2011, and matures on March 28, 2026. The 2011 SAIL ELI loan closed on May 21, 2012, and matures on May 21, 2027. The Development also received a 2000 allocation of low-income housing tax credits (“HC”) of \$881,404.

2. Present Situation

- a) The Borrower requests approval to transfer the ownership of the Development from Spring Harbor, Ltd. to SPT Dolphin Spring Harbor LLC (“Buyer” or “Starwood”), an affiliate of Starwood Property Trust, Inc.
- b) The Borrower also requests the release of the Developer, its affiliates and principals, as current guarantors, and the substitution of Starwood and principals, as the replacement guarantors.
- c) The Buyer requests consent from the Board to restructure the existing first mortgage, the proceeds of which will be used to satisfy the existing first mortgage. The Buyer further requests that the 2010 SAIL ELI loan be renegotiated back to a forgivable loan with 6.67% of the loan forgiven annually over the original fifteen (15) year term.
- d) The Buyer also requests consent from the Board to assume and subordinate the SAIL ELI Documents and the Extended Low-Income Housing Agreement (“ELIHA”) to the new first mortgage. The SAIL ELI loan terms will also be extended to be coterminous with the new first mortgage.

SPECIAL ASSETS

Consent

- e) Staff received a credit underwriting report ([Exhibit F](#)) from Seltzer Management Group with a positive recommendation for approval of the restructure of the first mortgage, extension and renegotiation of the SAIL ELI loans, assumption and subordination of the SAIL ELI Documents and the ELIHA, transfer of ownership, and the release and substitution of the guarantors.

3. **Recommendation**

- a) Approve the restructure of the first mortgage, extension and renegotiation of the SAIL ELI loans, assumption and subordination of the SAIL ELI Loan Documents and the ELIHA 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

G. Request Approval of SAIL Loan Renegotiation for Gifford Elderly Housing, Ltd., a Florida limited partnership, for Sunset Apartments (1996-040S/1997-019C)

Development Name: Sunset Apartments (“Development”)	Location: Indian River County
Developer/Principal: Flynn Development (“Developer”); Gifford Elderly Housing, Ltd. (“Borrower”)	Set-Aside: SAIL: 20% @ 50%, 50% @ 60% AMI; HC 17% @ 35%, 83% @ 60% AMI LURA: 45 years; HC 50 years
Number of Units: 36	Allocated Amount: SAIL \$315,000; HC \$86,962
Demographics: Elderly	Servicer: AmeriNat

1. Background

- a) During the 1996 funding cycle, Florida Housing Finance Corporation awarded a \$315,000 State Apartment Incentive Loan (“SAIL”) to Gifford Elderly Housing, Ltd., a Florida limited partnership (“Borrower”), for the construction of a 36-unit development in Indian River County. The SAIL loan closed on April 10, 1997, and matures on April 9, 2018.

2. Present Situation

- a) The Borrower requests that the SAIL loan be extended and renegotiated from a 3% interest rate cash flow loan to a fully amortizing 1% interest rate loan with interest and principal payments for a term of fifteen years. The Borrower has agreed to an extension of the SAIL Land Use Restriction Agreement (“LURA”) term equal to the extension of the SAIL loan term (15 years).
- b) Staff received a credit underwriting report ([Exhibit G](#)) from AmeriNat with a positive recommendation for approval of the renegotiation and extension of the SAIL loan and SAIL LURA.

3. Recommendation

- a) Approve the renegotiation and extension of the SAIL loan and SAIL LURA, 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

H. Request Approval of HOME Loan Renegotiation for A.M.R. at Pensacola, Inc., a Florida Not for Profit Corporation, for Lillian Housing (97HR-011)

Development Name: Lillian Housing (“Development”)	Location: Escambia County
Developer/Principal: A.M.R. at Pensacola, Inc. (“Developer” and “Borrower”)	Set-Aside: HOME: 27% @ 50% & 73% @ 60% AMI; LURA: 50 years
Number of Units: 11	Allocated Amount: HOME \$427,000
Demographics: Elderly	Servicer: Seltzer Management Group, Inc.

1. Background

- a) During the 1997 funding cycle, Florida Housing Finance Corporation awarded a \$427,000 Home Investment Partnership Program Loan (“HOME”) to A.M.R. at Pensacola, Inc., a Florida not-for-profit corporation (“Borrower”), for the construction of an 11-unit development in Escambia County. The HOME loan closed on April 22, 1998, and will mature on April 22, 2018.

2. Present Situation

- a) The Borrower requests that the HOME loan be renegotiated to a fully amortizing loan with monthly principal payments of \$1,186.11 for a term of thirty years. The Borrower has agreed to an extension of the HOME Land Use Restriction Agreement (“LURA”) term equal to the extension of the HOME loan term.
- b) Florida Housing staff reviewed the Development’s operating and financial information and provided a positive recommendation for the renegotiation and extension of the HOME loan.

3. Recommendation

- a) Approve the renegotiation and extension of the HOME loan and HOME LURA, subject to the conditions outlined above and 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

I. Request Approval of the Extension of the HOME Loan for Alliance Tax Credit I Limited Partnership, a Florida Limited Partnership, for Portillo Apartments (97HR-004/97L-051)

Development Name: Portillo (“Development”)	Location: Hernando County
Developer/Principal: Southwind Management Services, Inc. (“Developer”); Alliance Tax Credit I Limited Partnership (“Borrower”)	Set-Aside: HOME 50% @ 50%, 50% @ 60% AMI; HC 16.67% @ 35%, 33.33% @ 50% & 50% @ 60% AMI LURA & EUA: 50 years
Number of Units: 24	Allocated Amount: HOME \$539,500; HC \$109,221
Demographics: Elderly	Servicer: First Housing Development Corporation

1. Background

- a) During the 1997 funding cycle, Florida Housing Finance Corporation awarded a \$539,500 Home Investment Partnership Program Loan (“HOME”) to Alliance Tax Credit I Limited Partnership, a Florida limited partnership (“Borrower”), for the construction of a 24-unit development in Hernando County. The HOME loan closed on February 11, 1998 and matured on February 11, 2018. The Development also received a 1997 allocation of low-income housing tax credits (“HC”) of \$109,221.

2. Present Situation

- a) The Borrower has requested approval to extend the HOME loan, at its current terms, to February 11, 2019, to allow time for the refinancing of the Development. The Borrower has agreed to pay the loan extension fee, and to an 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 50 years).

3. Recommendation

- a) Approve the extension of the HOME loan, at its current terms, to February 11, 2019, extension of the LURA for an additional year, and direct staff to proceed with loan document modification activities as needed.

SPECIAL ASSETS

Consent

J. Request Approval of the Extension of the HOME Loan for Creative Choice Homes IX, Ltd., a Florida Limited Partnership, for Mystic Woods (92-004-02/95L-010)

Development Name: Mystic Woods (“Development”)	Location: Palm Beach County
Developer/Principal: Creative Choice (“Developer”)/ Creative Choice Homes IX, Ltd. (“Borrower”)	Set-Aside: HOME 20% @ 50% & 80% @ 80% AMI (5 units); HC 3% @ 50% & 97% @ 60% AMI LURA: 21 years; EUA 30 years
Number of Units: 71	Allocated Amount: HOME \$300,000; HC \$391,348
Demographics: Family	Servicer: First Housing Development Corporation

1. Background

- a) During the 1992 Universal Application Cycle, Florida Housing Finance Corporation (“FHFC”) awarded a \$300,000 Home Investment Partnership Program Loan (“HOME”) to Creative Choice Homes IX, Ltd., a Florida limited partnership (“Borrower”), for the construction of a 71-unit development in Palm Beach County. The HOME loan closed on June 6, 1995, and originally matured on June 6, 2015. The Board previously approved a loan extension to June 6, 2017. The Development also received a 1995 annual allocation of low-income housing tax credits (“HC”) of \$391,348.

2. Present Situation

- a) The Borrower has requested an extension of the HOME loan to 2/28/2019 to be coterminous with the first mortgage and to allow time to refinance the Development. The Borrower intends to refinance and pay off the HOME loan. The Borrower has agreed to pay the loan extension fee, and to an extension of the affordability period under the Land Use Restriction Agreement (“LURA”) to be equal to the loan extension.

3. Recommendation

- a) Approve the extension of the HOME loan at its current terms, to February 28, 2019, extension of the LURA, and direct staff to proceed with loan document modification activities as needed.