

FLORIDA HOUSING FINANCE CORPORATION

Board Meeting

March 6, 2020

Consent Items



HOUSING CREDITS

Consent

I. HOUSING CREDITS

A. Request Approval of Applicant Entity Structure Change for Oak Valley (RFA 2018-110/2019-238C)

Development Name: Oak Valley	Location: Marion County
Applicant/Borrower: HTG Oak Valley, LLC	Set-Asides: 10% @ 40% AMI and 90% @ 60% AMI
Developers/Principals: HTG Oak Valley Developer, LLC/Matthew A. Rieger	Demographic/Number of Units: Family/96 units
Requested Amounts: \$1,697,280.00 Housing Credits (HC)	Development Category/Type: New Construction/Garden

1. Background/Present Situation

- a) HTG Oak Valley, LLC ("Applicant") applied for and was awarded funding from Request for Applications (RFA) 2018-110 for Housing Credit Financing for Affordable Housing Developments Located in Medium Counties. The funds are being utilized to finance the construction of a 96-unit Family development in Marion County. The Applicant was invited to enter credit underwriting on August 6, 2019. A 2019 Carryover Allocation Agreement was finalized/executed on December 9, 2019.
- b) On January 24, 2020, staff received a written request from the Applicant for permission to change the Applicant entity from HTG Oak Valley, LLC, a limited liability company to HTG Oak Valley, Ltd., a limited partnership, provided as [Exhibit A](#). In addition, the Applicant is requesting the following changes to the Applicant organizational structure:

HTG Oak Valley Member, LLC would be removed as the sole member of the Applicant entity and would become a 0.0049% Special Limited Partner. AM Affordable Housing, Inc which is currently a 50% member of HTG Oak Valley Member, LLC would become the 0.0051% General Partner of the Applicant. The structure would further change in that Matthew Rieger Trust dated 02/28/2017 would increase its ownership percentage of HTG Oak Valley Member, LLC from 16.6667% to 33.3334%; Randy Rieger Rev Trust dated 12/08/2005 would increase its ownership from 16.6666% to 33.3333%; Alexandra B. Balogh Irrevocable Ins Trust would increase its ownership from 8.334% to 16.6667%; Andrew C. Balogh Irrevocable Ins Trust would increase its ownership from 8.3333% to 16.6666%. The Current and Proposed organizational charts are provided as [Exhibit B](#).

- c) Per RFA 2018-110, the name of the Applicant entity stated in the Application 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. Once the Carryover Allocation Agreement has been executed by all parties, replacement of the Applicant or a material change in ownership structure of the named Applicant will require Corporation approval prior to the change.

HOUSING CREDITS

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- d) Staff has reviewed this request and finds the development meets all the requirements of RFA 2018-110.

2. **Recommendation**

- a) Approve the request for a change in the Applicant entity structure.

HOME RENTAL

Consent

II. HOME RENTAL

A. Request Approval of HOME Credit Underwriting Report for Greyes Place (2019-408H)

Development Name: Greyes Place (“Development”)	Location: Wakulla County
Developer: Affordable Housing Solutions for Florida, Inc. / Workforce Housing Ventures, Inc. (“Developer”)	Set-Aside: 20% @ 50% AMI 80% @ 60% AMI 27 HOME Units
Type: New Construction/Duplexes	HOME: \$4,970,890.89
Total Number of Units: 27	Demographics: Disaster Relief/Family

1. Background/Present Situation

- a) The Applicant applied for funding under Request for Applications (“RFA”) 2019-109, seeking an allocation of HOME Financing to be Used for Rental Developments in Hurricane Michael Impacted Counties and in Rural Areas. On May 10, 2019, the Board approved the selection of ten (10) Applications, including Greyes Place, for funding and invitation to credit underwriting.
- b) On June 24, 2019, the Corporation issued a preliminary commitment letter. In accordance with Rule 67-48 and the RFA, the Developer has a June 24, 2020 deadline to complete the credit underwriting report.
- c) On February 17, 2020, staff received a final credit underwriting report with a positive recommendation for a HOME loan in the amount of \$4,970,890.89 ([Exhibit A](#)). Staff has reviewed this report and finds that the Development meets all of the requirements of Rule Chapter 67-48, F.A.C.

2. Recommendation

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

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III. LEGAL

A. In Re: Centennial Towers, Ltd. - FHFC Case No. 2020-004VW (RFA 2018-113/Application 2019-126C)

Development Name: (“Development”):	Centennial Towers
Developer/Principal: (“Developer”):	TVC Development, Inc. Jax Urban Initiatives Development, LLC Fred Mckinnies
Number of Units: 208	Location: Duval County
Type: High Rise	Set-Asides: 20% at 33% AMI 80% at 60% AMI
Demographics: Elderly, Non-ALF	Funding: 9% \$1,868,000

1. Background

- a) Petitioner successfully applied for an allocation of competitive housing credits in RFA 2018-113 to assist in the acquisition and rehabilitation of Centennial Towers, a 208-unit elderly, affordable housing development in Jacksonville, Florida (the “Development”). On February 10, 2020, Florida Housing received a Petition for Waiver of Rule 67-48.004(3)(j), F.A.C., to reduce its Total Set-Aside Percentage. A copy of the Petition is attached as [Exhibit A](#).

2. Present Situation

- a) Rule 67-48.004(3), *Florida Administrative Code*, provides in relevant part:

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

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

- b) In its application, Petitioner provided for a Total Set-Aside Percentage of 100%, or 208 units . Petitioner requests a waiver from the above Rule to permit a reduction in the Total Set-Aside from 100% to 97.59%, which would result in a reduction of total set-aside units from 208 to 203. Petitioner asserts that the reduction is necessary because five existing households exceed 60% AMI but have the right to remain. Petitioner did not learn that the five households desired to continue living at the Development until after its application’s submission. Petitioner asserts that due to the scarcity of nearby affordable housing, required permanent relocation of tenants would impose severe hardship upon each of the households. Petitioner asserts that if its rule waiver is granted it would remain in compliance with the Section 6(d)(2)(a)(i) of the RFA that requires a set-aside total of at least 80% of units at 60% AMI or less for

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Developments serving the Elderly Non-Assisted Living demographic. Petitioner agrees to maintain the same 42 ELI units as committed to in its application. Petitioner asserts that its application would have still been selected for funding under the terms of the RFA if Petitioner had selected to set aside 97.59% of the units instead of 100%.

- c) On February 11, 2020, Notice of the Petition was published in the *Florida Administrative Register* Volume 46, Number 28. To date, Florida Housing has received no comments concerning the Petition.

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

3. **Recommendation**

- a) Staff recommends the Board **GRANT** Petitioner’s request for a waiver of Rule 67-48.004(3)(j), *Florida Administrative Code*, to allow Petitioner to reduce its Total Set-Aside Percentage from 100% to 97.59%, or from 208 units to 203 units, and maintain 42 units at or below the 33% ELI level.

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B. In Re: Houston Street Manor Limited Partnership - FHFC Case No. 2020-001VW (RFA 2014-115/App 2015-119C/2016-422C)

Development Name: (“Development”):	Houston Street Manor
Developer/Principal: (“Developer”):	WOB Beneficial Development, LLC Donald W. Paxton
Number of Units: 72	Location: Duval County
Type: New Construction/Highrise	Set Asides: 10% at 33% AMI 90% at 60% AMI
Demographics: Elderly, non-ALF	Funding: 9% \$1,587,818

1. Background

- a) Petitioner successfully applied for an allocation of competitive housing credits in RFA 2014-115 to assist in the construction of Houston Street Manor, a 72-unit elderly, affordable housing development in Jacksonville, Florida (the “Development”). On January 6, 2020, Florida Housing received a Petition for Waiver of Rules 67-48.023(5), 67-48.023(7), Exhibit C Paragraph 12(c) of RFA 2014-115 and 67-48.0072(17)(f), F.A.C, to allow Petitioner to submit its Final Cost Certification Application Package (“Cost Certification”) with a General Contractor Cost Certification form (“GCCC”) that is not executed by the general contractor and without an unqualified opinion and to allow Petitioner to pay a sub-contractor in excess of 31 percent to deliver the building’s shell. A copy of the Petition is attached as [Exhibit B](#). On January 9, 2020, Florida Housing filed a Request for Additional Information. On February 11, 2020, Petitioner filed an Amended Petition for Waiver of Rules 67-48.023(5), 67-48.023(7), RFA 2014-115 Exhibit C Paragraph 12(c), Final Cost Certification Package Requirement as Incorporated by Rule 67-48.023(7), and 67-48.0072(17)(f), F.A.C. A copy of the Amended Petition is attached as [Exhibit C](#).

2. Present Situation

- a) Rule 67-48.023(5), Fla. Admin. Code, states “[e]ach Housing Credit Development shall complete the final cost certification process as required in a competitive solicitation.”
- b) Rule 67-48.023(7), Fla. Admin. Code, states:
- (7) Final cost certification documentation shall be submitted by an Applicant to itemize all expenses incurred in association with construction or Rehabilitation of a Housing Credit Development, including Developer’s and General Contractor’s fees as described in rule 67-48.0072, F.A.C., along with the executed Extended Use Agreement, IRS Tax Information Authorization Form 8821 for all Financial Beneficiaries, a copy of the syndication agreement disclosing the rate and all terms, the required certified public accountant opinion letter, an unqualified audit report prepared by an independent certified public accountant, photographs of the completed Development, the monitoring fee, and documentation of the placed-in-service date as specified in the competitive solicitation. The Final Housing Credit Allocation will not be issued until such time as all items required by a competitive solicitation are received and processed by the Corporation.

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- c) Rule 67-48.0072(17), Fla. Admin. Code, states, in relevant part:

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

...

(f) Ensure that not more than 20 percent of the construction cost is subcontracted to any one entity, with the exception of a subcontractor contracted to deliver the building shell of a building of at least five (5) stories which may not have more than 31 percent of the construction cost in a subcontract, unless otherwise approved by the Board for a specific Development. With regard to said approval, the Board shall consider the facts and circumstances of each Applicant's request, inclusive of construction costs and the General Contractor's fees; and

- d) Exhibit C, Paragraph 12(c) of RFA 2014-115 (Form FCCAP), provides:

In accordance with Rule 67-48.023, F.A.C., the Final Cost Certification Application Package (Form FCCAP), Rev. October 2014, shall be used by an Applicant to itemize all expenses incurred in association with construction or Rehabilitation of a Housing Credit Development, including Developer's and General Contractor's fees as described in Rule 67-48.0072, F.A.C., and shall be submitted to the Corporation by the earlier of the following two (2) dates:

(1) The date that is 75 Calendar Days after all the buildings in the Development have been placed in service, or

(2) The date that is 30 Calendar Days before the end of the calendar year for which the Final Housing Credit Allocation is requested.

The Corporation may grant extensions for good cause upon written request.

The FCCAP shall be completed, executed and submitted to the Corporation in both hard copy format and electronic files of the Microsoft Excel spreadsheets for the HC Development Final Cost Certification (DFCC) and the General Contractor Cost Certification (GCCC) included in the form package, along with the executed Extended Use Agreement and appropriate recording fees, IRS Tax Information Authorization Form 8821 for all Financial Beneficiaries, a copy of the syndication agreement disclosing the rate and all terms, the required certified public accountant opinion letter for both the DFCC and GCCC, an unqualified audit report prepared by an independent certified public accountant for both the DFCC and GCCC, photographs of the completed Development, the monitoring fee, and documentation of the placed-in-service date as specified in the Form FCCAP instructions. The Final Housing Credit Allocation will not be issued until such time as all required items are received and processed by the Corporation. Form FCCAP, Rev. October 2014, is available on the Corporation's Website

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<http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2014-115/RelatedForms/> (also accessible by clicking here).

- e) Form FCCAP, incorporated by Rule 67-48.023(7), provides, in relevant part as follows:

The Certified Public Accountant performing the audit of the General Contractor's cost certification must send the following confirmation requests to the three largest dollar sub-contractors:

1. Confirm the construction contract amount;
2. Confirm any change orders;
3. Confirm what additional costs were incurred outside of the contract, if any;
4. Confirm the type of services provided (trade breakdown); and
5. Confirm amounts paid to date and balance(s), if any, to be paid.

In addition, the Certified Public Accountant must randomly select other sub-contractors sufficient in number (but in no event less than five), when taken together with the three largest dollar subcontractors, to account for at least 40% of the total contract construction cost, and verify the amounts paid to each sub-contractor by reviewing check copies, contract documents, change orders, and other supporting information to verify amounts included within the cost certification for each sub-contractor selected.

- f) Petitioner asserts that the construction of the Development is complete, all final certificates of occupancy have been received and the Initial Occupancy Date has been met. Petitioner is currently in litigation with the general contractor regarding disputes over amounts owed under the construction contract. As a result of the litigation, Petitioner asserts that the general contractor is unwilling to execute the GCCC necessary for the CPA to issue the unqualified opinion letter and audit report. Petitioner's CPA has been unable to obtain the general contractor's accounting records, sub-contractor bids, the completed GCCC forms, and lists of other costs or fees paid for the Development by the general contractor. Petitioner was able to provide the CPA with supporting documentation which enabled the CPA to determine amounts paid to each sub-contractor. The CPA was able to construct the GCCC from the supporting documentation. Confirmations were received from the three largest dollar sub-contractors and four of the five selected subcontractors (one less than the required five confirmations). Petitioner has agreed to send additional confirmation letters to the remaining sub-contractors until it receives the last remaining confirmation.
- g) According to Petitioner, the CPA completed an "agreed-upon procedures" audit using established attestation standards. Petitioner utilized a second CPA to opine on the GCCC. The second CPA issued a GCCC Breakdown Schedule and Independent Auditors' Report which includes a qualified opinion. Petitioner asserts that the amounts subject to litigation with the general contractor will not affect the credit allocation to the Development as none of the disputed amount was included as eligible basis or costs for the cost certification. According to

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Petitioner, it has taken the most conservative approach with respect to the disputed costs.

- h) Petitioner asserts that more than thirty-one (31) percent of the construction cost was sub-contracted to a single sub-contractor which was contracted to deliver the building shell of at least five stories, without prior approval. According to Petitioner, the shell contractor apparently received 37.1% of the amount originally owed under the construction contract. Petitioner asserts that it relied on the general contractor's experience in construction in accordance with GCCC rules. As stated previously, Petitioner was unable to review any of the general contractor's financials or sub-contractor bids and was unaware that the general contractor was violating Rule 67-48.0072(17)(f). Petitioner asserts that it is willing to (1) pay the GC Fee on the excess amount from its developer fee and (2) take no developer fee on the excess amount, in order to move forward with the Development.
- i) On January 7, 2020, Notice of the Petition was published in the Florida Administrative Register in Volume 46, Number 4. To date, Florida Housing has received no comments concerning the Petition.
- j) 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.
- k) Granting the requested waiver would not impact other participants in funding programs administered by Florida Housing, nor would it detrimentally impact Florida Housing. Petitioner has demonstrated that it would suffer a substantial hardship if the waiver is not granted. Petitioner has also demonstrated that the purpose of the underlying statute, which is to "encourage development of low-income housing in the state" (§420.5099, Fla. Stat.), would still be achieved if the waiver is granted.

3. **Recommendation**

- a) Staff recommends the Board **GRANT** Petitioner's request for a waiver of Rules 67-48.023(5), 67-48.023(7), RFA 2014-115 Exhibit C Paragraph 12(c), Final Cost Certification Package Requirement as Incorporated by Rule 67-48.023(7), and 67-48.0072(17)(f), Fla. Admin. Code, to:
 - (1) Allow Petitioner to submit its Cost Certification with a GCCC that is not executed by the general contractor accompanied by a qualified opinion letter and audit report;
 - (2) To audit four of the five selected sub-contractors, acknowledging that FHFC will not consider the GCCC final until the last confirmation is received or until all efforts have been exhausted; and

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- (3) To allow Petitioner to pay a sub-contractor in excess of 31 percent to deliver the building's shell under the condition that (1) the Developer pay any GC Fee paid on the excess amount out of its developer fee and that (2) the Developer take no developer fee on the excess amount.

MULTIFAMILY BONDS

Consent

IV. MULTIFAMILY BONDS

A. Request Approval of RFA Waiver for Applicant Entity Change and Credit Underwriting Report for Valencia Grove II (2019-165BSN)

Development Name: Valencia Grove II	Location: Lake County
Applicant/Borrower: HTG Valencia II, Ltd.	Set-Asides: 100% @ 60% AMI (MMRN & 4% HC) 10% @ 35% AMI (SAIL & ELI) 90% @ 60% AMI (SAIL) 3.63 @ 22% AMI (NHTF)
Developers/Principals: HTG Valencia II Developer, LLC / Matthew Rieger	Demographic/Number of Units: Elderly, Non-ALF / 110
Requested Amounts: \$11,500,000 Multifamily Mortgage Revenue Notes (MMRN) \$5,750,000 State Apartment Incentive Loan (SAIL) \$600,000 Extremely Low Income (ELI) \$742,000 National Housing Trust Fund (NHTF) \$887,569 Housing Credits (4% HC)	Development Category/Type: New Construction / Garden Apartments

1. Background/Present Situation

- a) On October 19, 2018, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2018-116 for SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing Credits.
- b) On March 22, 2019, the Board approved the final scores and recommendations for the RFA, and directed staff to proceed with all necessary credit underwriting activities.
- c) On May 10, 2019, the Board approved the Final Order resolving all pending litigation pertaining to the RFA, allowing staff to proceed with all necessary credit underwriting activities.
- d) On May 13, 2019, staff issued an invitation to enter credit underwriting to the Applicant.
- e) On October 31, 2019, the Board approved a Rule Waiver request to change the Development Type from Mid-Rise 4 Stories to Garden Style Apartments 3-Stories.
- f) On January 24, 2020, staff received a request from the borrower to make an organization change to the Applicant entity ([Exhibit A](#)). The Applicant requests to change HTG Valencia II, LLC, from a Co-General Partner to a Special Limited Partner so that the Development can take advantage of the property tax exemption under Florida Statute 196.1975, that requires the sole Partner to be a 501(c) (3) non-profit. The other Co-Developer of the Applicant AM Affordable Housing, Inc. is a 501(c) (3) corporation. Approval of the waiver increases the

MULTIFAMILY BONDS

Consent

financial viability and will allow the Development to proceed. Per the RFA, the Applicant entity shall be the recipient of the Housing Credits, and the borrowing entity for the SAIL loan(s) and, if applicable, the MMRB loan, and cannot be changed in any way (material or non-material) until after loan closing. Therefore, the change of the Applicant entity requires an RFA waiver. Staff has reviewed this request and recommends Board approval.

- g) On February 20, 2020, staff received a final credit underwriting report with a positive recommendation for MMRN, SAIL, ELI and NHTF funding ([Exhibit B](#)). Staff has reviewed this report and finds that the Development meets all of the requirements of the RFA.

2. **Recommendation**

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

MULTIFAMILY BONDS

Consent

B. Registered Municipal Advisor and Assignment of a Recommended Professional

1. Background

- a) Pursuant to staff's request for approval to issue Bonds/Notes to finance the acquisition and construction of the proposed Development referenced below, the final credit underwriting report is being presented to the Board for approval simultaneously with this request to assign the appropriate professionals for the transaction and approval of the recommended method of bond/note sale. A brief description of the Development is detailed below, along with staff's recommendation.
- b) Pursuant to Rule 67-21.0045, F.A.C., staff has requested a review of the proposed financing structure by the Independent Registered Municipal Advisor (IRMA) in order to make a recommendation to the Board for the method of bond/note sale for the development. Caine Mitter and Associates Incorporated has prepared an analysis and recommendation for the method of bond/note sale for the Development. The recommendation letters are attached as [Exhibit C](#).

2. Present Situation

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

3. Recommendation

- a) Approve the assignment of the recommended professionals and the Independent Registered Municipal Advisor's recommendation for the methods of bond/note sale, as shown in the chart below, for the proposed Development.

Development Name	Location of Development	Number of Units	Method of Bond Sale	Recommended Professional	Exhibit
Valencia Grove II	Lake County	110	Negotiated Private Placement	RBC Capital Markets, LLC	Exhibit C

MULTIFAMILY BONDS

Consent

C. Request Approval of Credit Underwriting Update Letter Increasing the Permanent Note Amount for Boulevard Tower 2 f/k/a WRDG T3C (2019-019BS)

Development Name: Boulevard Tower 2 fka WRDG T3C	Location: Hillsborough County
Applicant/Borrower: WRDG T3C, LP	Set Aside(s): 40% @ 60% AMI (MMRN) 36.98% @ 30% AMI (ELI & 4% HC) 9.24% @ 60% AMI (SAIL & 4% HC) 53.78% @ 80% AMI (SAIL Workforce & 4% HC)
Developer/Principal: WRDG T3C Developer, LLC / Alberto Milo, Jr.	Demographic/Number of units: Family / 119
Requested Amounts: \$25,500,000 Multifamily Mortgage Revenue Note (MMRN) \$4,720,000 State Apartment Incentive Loan (SAIL) \$1,705,788 Housing Credits (4% HC)	Development Category/Type: New Construction / High Rise

1. Background/Present Situation

- a) On October 8, 2018, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2018-114 for SAIL Financing for the Construction of Workforce Housing.
- b) On December 14, 2018, the Board approved the final scores and recommendations for RFA 2018-114 and directed staff to proceed with all necessary credit underwriting activities.
- c) On January 4, 2019, staff issued an invitation to enter credit underwriting to the Applicant.
- d) On October 31, 2019, the Board approved the final credit underwriting report with a positive recommendation for MMRN and SAIL funding directing staff to proceed with the closing activities.
- e) On February 18, 2020 staff received a request from the Applicant to increase the permanent period first mortgage loan from \$14,220,000 to \$15,150,000. This request will reduce the paydown of the Note at conversion to permanent financing by \$930,000. The interest rate has decreased and HAP Contract rents have increased since underwriting, allowing the Development to support an increase in the permanent first mortgage. Seltzer Management Group, Inc. has reviewed this request and provided a positive recommendation ([Exhibit D](#)).

2. Recommendation

- a) Approve the credit underwriting update letter increasing the permanent Note amount and direct staff to proceed with closing activities, subject to further approvals and verifications by the Credit Underwriter, Note Counsel, Special Counsel, and the appropriate Florida Housing staff.

STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

Consent

V. STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

A. Request Approval of Credit Underwriting Report and Approval to Exceed 20% Subcontractor Limitation for The Quarry III (2019-395CS)

Development Name: The Quarry III	Location: Monroe County
Applicant/Borrower: Quarry Big Coppitt III, Ltd.	Set-Asides: 10.53% @ 30% AMI 35.09% @ 60% AMI 5.26% @ 80% AMI 49.12% @ or below 120%
Developers/Principals: Ambar3, LLC/Elena M. Adames	Demographic/Number of Units: Workforce/57
Requested Amounts: \$3,740,000 State Apartment Incentive Loan (SAIL) \$925,344 Housing Credits (9% HC)	Development Category/Type: New Construction/Garden

1. Background/Present Situation

- a) On February 5, 2019, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2019-110 for SAIL and Housing Credit Financing for the Construction of Workforce Housing for Hurricane Recovery in Monroe County.
- b) On March 22, 2019, the Board approved the final scores and recommendations for the RFA, and directed staff to proceed with all necessary credit underwriting activities.
- c) On April 1, 2019, staff issued an invitation to enter credit underwriting to the Applicant, which states that the firm loan commitment must be issued within 12 months of the acceptance to enter credit underwriting. The acceptance was acknowledged on April 4, 2019, giving them a firm loan commitment issuance deadline of April 4, 2020. Applicants may request one (1) extension of up to 6 months to secure a firm loan commitment.
- d) On January 15, 2020, staff received a request from the borrower to allow one subcontractor to exceed the 20% limitation in Rule chapters 67-48 due to increased costs ([Exhibit A](#)). Rule Chapter 67-48.0072(17) ("Rule") requires that not more than 20 percent of the construction cost is subcontracted to any one entity, with the exception of a subcontractor contracted to deliver the building shell of a building of at least five (5) stories which may not have more than 31 percent of the construction cost in a subcontract, unless otherwise approved by the Corporation for a specific development.
- e) On February 20, 2020, staff received a final credit underwriting report with a positive recommendation for funding including the request to exceed the 20% subcontractor limitation ([Exhibit B](#)). Staff has reviewed this report and finds that it meets all requirements of the RFA.

STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

Consent

2. Recommendation

- a) Approve the final credit underwriting report including the request to exceed the 20% subcontractor limitation and direct staff to proceed with issuance of a firm commitment and closing activities.

STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

Consent

B. Request Approval of Firm Loan Commitment Issuance Extension for Seven on Seventh (2019-371CS)

Development Name: Seven on Seventh	Location: Broward County
Applicant/Borrower: Seven on Seventh, Ltd.	Set-Asides: 15% @ 28% AMI 85% @ 60% AMI
Developers/Principals: Seven on Seventh Dev, LLC. / Oscar Sol GM Seven on Seventh Dev, LLC/ Frances Esposito	Demographic/Number of Units: Homeless/Persons with Special Needs/72 units
Requested Amounts: \$5,040,000 State Apartment Incentive Loan (SAIL) \$370,800 Extremely Low Income (ELI) \$2,110,000 Housing Credits (9%)	Development Category/Type: New Construction/High Rise

1. Background/Present Situation

- a) On January 9, 2019, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2019-106 for Housing Credit and SAIL Financing for Homeless Housing Developments Located in Medium and Large Counties.
- b) On March 22, 2019, the Board approved the final scores and recommendations for the RFA, and directed staff to proceed with all necessary credit underwriting activities.
- c) On April 1, 2019, staff issued an invitation to enter credit underwriting to the Applicant, which states that the firm loan commitment must be issued within 12 months of the acceptance to enter credit underwriting. The acceptance was acknowledged on April 2, 2019, giving them a firm loan commitment issuance deadline of April 2, 2020. Applicants may request one (1) extension of up to 6 months to secure a firm loan commitment.
- d) On February 10, 2020, staff received a request from the Applicant to extend the April 2, 2020 firm loan commitment issuance deadline to October 2, 2020 ([Exhibit C](#)), due to delays in the City of Fort Lauderdale Development review process for the development site plan, floor plans and elevations. Additional delays have occurred due to the relocation of utilities and building re-orientation owing to various site constraints and a lack of area wide drainage capacity. 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 April 2, 2020 to October 2, 2020, subject to payment of the required non-refundable extension fee of one percent of the loan amount, pursuant to the requirements of the RFA.

SPECIAL ASSETS

Consent

VI. SPECIAL ASSETS

- A. Request Approval of the Extension of the DEMO Loans for Refuge House, Inc, LLC., a Florida limited liability company, for Refuge House (DEMO 04/04-01VDV/2004/04-01D)

Development Name: Refuge House (“Development”)	Location: Leon County
Developer/Principal: Refuge House, Inc. (“Developer” and “Borrower”)	Set-Aside: Demo 100% @ NR% AMI. LURA: 15 Years
Number of Units: 10	Allocated Amount: DEMO \$840,330.00/469,008.00
Demographics: Special Needs	Servicer: NA

1. **Background**

- a) Refuge House, Inc., applied for Demonstration Program (DEMO) funds in 2004 and was awarded DEMO funds in the amount of \$1,309,338.00 for the acquisition and rehabilitation of a 10-unit special needs development in Leon County. Phase I of the DEMO loan closed on May 5, 2005 in the amount of \$840,330.00 and matures on May 5, 2020. Phase II closed on June 4, 2007 in the amount of \$469,008.00 and matures on June 4, 2022.

2. **Present Situation**

- a) The Borrower has requested approval to extend the DEMO loan maturity date to February 24, 2034, to be coterminous with the existing first mortgage. The borrower has agreed to an extension of the affordability period under the Land Use Restriction Agreements (“LURA”) to be equal to the loan extension (adding fourteen years to the current 15 years).
- b) Staff has received a credit underwriting report ([Exhibit A](#)) from First Housing Development Corporation with a positive recommendation for approval of the extensions.

3. **Recommendation**

- a) Approve the extensions of the DEMO loan maturity dates to February 24, 2034, extension of the LURAs to be equal to the loan extension, 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 Extension of the HOME loan for Woodlawn Terrace, LLC., a Florida Limited Liability Company, for Woodlawn Terrace Apartments (2002-718H)

Development Name: Woodlawn Terrace Apartments (“Development”)	Location: St. Johns County
Developer/Principal: Community Housing Partners of Florida, Inc. (“Developer”)/ Woodlawn Terrace, LLC (“Borrower”)	Set-Aside: HOME 21% @ 50% & 79% @ 80% AMI LURA: 50 years
Number of Units: 76	Allocated Amount: HOME \$4,555,000
Demographics: Family	Servicer: AmeriNat

1. Background

- a) During the 2002 funding cycle Florida Housing awarded a \$4,555,000 Home Investment Partnership Program Loan (“HOME”) to Woodlawn Terrace, LLC (“Borrower”), a Florida limited liability company, for the development of a 76-unit apartment complex in St. Johns County, Florida. The loan closed on October 8, 2003 and matured on December 31, 2019.

2. Present Situation

- a) The Borrower requests consent from the Board to extend the HOME loan maturity date, at its current balance of 4,500,880.00 to December 31, 2022. The Borrower is currently working with the first mortgage lender, which has agreed to a three-year extension. The borrower agrees to the extension of the affordability period under the Land Use Restriction Agreement (“LURA”) to be equal to the loan extension (adding three years to the current 50 years).
- b) Staff has received a credit underwriting report ([Exhibit B](#)) from AmeriNat providing a positive recommendation for approval of the extension of the HOME loan and HOME LURA conditioned on the extension of the first mortgage.

3. Recommendation

- a) Approve the extension of the HOME loan maturity date to December 31, 2022, the extension for the HOME 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

- C. **Request Approval to Refinance the First Mortgage for Arbours At Shoemaker Place, LLC., a Florida limited liability company, for Arbours At Shoemaker Place Apartments (TCEP / 2009-42X / Supplemental/ 2008-025C)**

Development Name: Arbours at Shoemaker Place (“Development”)	Location: Walton County
Developer/Principal: Arbours Valley Development, LLC (“Developer”)/ Arbours at Shoemaker Place, LLC (“Borrower”)	Set-Aside: TCEP 20%@40%/ 80%@60%; Supp. 10%@40% AMI LURA: 15 years; EUA: 50 years
Number of Units: 80	Allocated Amount: TCEP \$9,095,000; Supp. \$680,000;
Demographics: Family	Servicer: Seltzer Management Group, Inc.

1. **Background**

- a) Under RFP 2009-04, Florida Housing Finance Corporation (“FHFC”) awarded a Tax Credit Exchange Program (“TCEP”) loan in the original amount of \$9,095,000 to Arbours At Shoemaker Place, LLC (“Borrower”), a Florida limited liability company, for the development of an 80-unit apartment complex in Walton County, Florida. The TCEP loan closed on July 30, 2010 and matures on July 30, 2025.
- b) The Borrower also received a Supplemental loan in the original amount of \$680,000. The Supplemental loan closed on July 30, 2010 and matures on July 30, 2025.

2. **Present Situation**

- a) The Borrower requests consent from the Board to refinance the existing first mortgage and subordinate the Supplemental Loan and TCEP Documents to the new first mortgage.
- b) The refinancing will lower the interest rate from 5.50% to 3.13% and extend the amortization period back to the original length thereby lowering the monthly loan payment and improving the Development’s cashflow.
- c) The Rule allows for a refinancing reducing the interest rate and the loan documents provide for an automatic extension of the term.
- d) Since the Development’s cashflow will be improved, staff recommends approving the refinancing and the extension of the loan term for the Supplemental loan to be coterminous with the new first mortgage and subordination of the Supplement Loan and TCEP Documents to the new first mortgage.

SPECIAL ASSETS

Consent

3. Recommendation

- a) Approve refinancing of the first mortgage to reduce the interest rate, and extension of the Supplemental loan to be coterminous with the new first mortgage, and subordination of the Supplemental Loan and TCEP Documents, 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

- D. **Request Approval of the Extension of the PLP Loan for MFK/REVA Development Corporation, LLC., a Florida limited liability company, for Boulevard Art Lofts (PLP 2014-002P-09)**

Development Name: Boulevard Art Lofts (“Development”)	Location: Broward County
Developer/Principal: MFK/REVA Development Corporation (“Developer” and “Borrower”)	Set-Aside: PLP 20% @ 50% AMI. LURA: 15 Years
Number of Units: 45	Allocated Amount: PLP \$500,000.00
Demographics: Family	Servicer: NA

1. **Background**

- a) MFK/REVA Development Corporation, LLC., applied for Pre-Development Loan Program (PLP) funds in 2014 and was awarded a PLP loan in the amount of \$500,000 for predevelopment expenses for a 45-unit family development in Broward County. The PLP loan closed on February 18, 2015 and originally matured on February 18, 2018. The Board previously approved extensions to February 18, 2020.

2. **Present Situation**

- a) The Borrower requested approval to extend the PLP loan term, at its current balance of \$360,314.78, to February 18, 2021, the borrower needs the additional time to apply for new funding.

3. **Recommendation**

- a) Approve the extension of the PLP loan term for one year to February 18, 2021, and direct staff to proceed with loan document modification activities, as needed.