STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

RECEIVED
NOV 17 2025 9:40 AM
FLORIDA HOUSING FINANCE CORPORATION

AMBAR TRAIL II, LTD.,
A Florida Limited Partnership,

Petitioner

vs.

Case No. 2025-054VW
Application No.: 2021-544C

FLORIDA HOUSING FINANCE CORPORATION,

Respondent

PETITION FOR WAIVER OF RULES 67-21.026(13)(e), AND 67-21.014(2)(r)6., F.A.C. (5-18-21)

Petitioner Ambar Trail II, Ltd., a Florida limited partnership ("Petitioner") submits its Petition to Respondent Florida Housing Finance Corporation (the "Corporation") for a waiver of the Corporation's general prohibition against the General Contractor ("GC") performing construction or inspection work that is normally performed by subcontractors. *See* Rules 67-21.026(13)(e), and 67-21.014(2)(r)6., Florida Administrative Code ("F.A.C.") (eff. 5-18-21) (the "Rules"). In preparing the General Contractor Cost Certification ("GCCC"), Petitioner discovered that the General Contractor ("GC") self-performed approximately 4.17%[1] of the actual construction costs. The GC mistakenly believed that it was permitted under the current version of the Rules to self-perform up to 5% of the construction contract as opposed to the lesser of 5% or $350,000. Petitioner therefore respectfully requests a waiver of the Rules. In support thereof, Petitioner states as follows:

[1] The GC performed work amounting to $914,323, which is approximately 4.17% of the total development costs of $21,907,713.

A. THE PETITIONER

1. The name, address, telephone and facsimile numbers, and email address for Petitioner and its qualified representative for Petitioner's application are:

Elena M. Adames
President
Ambar3, LLC
1649 Atlantic Blvd.
Jacksonville, FL 32207
Telephone: 305-216-1894
Facsimile: N/A
E-Mail: eadames@ambarco.com

2. The name, address, telephone and facsimile numbers for Petitioner's attorneys are:

Brian J. McDonough, Esq.
Stearns, Weaver, Miller, Weissler,
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33130
Telephone: (305) 789-3350
Facsimile: (305) 789-3395
E-Mail:
bmcdonough@stearnsweaver.com

Bridget Smitha
Stearns, Weaver, Miller, Weissler,
Alhadeff & Sitterson, P.A.
106 E. College Ave. Suite 700
Tallahassee, FL 32301
Telephone: (850)329-4852
Facsimile: (850) 329-4864
E-Mail: bsmitha@stearnsweaver.com

B. THE DEVELOPMENT

3. Petitioner submitted its non-competitive application in May 2022 with respect to the following development (the "Development"):

- Development Name: Ambar Trail II
- Address: 15100 SW 272 Street, Homestead, FL 33032
- Developer: Ambar3, LLC
- County of Development: Miami-Dade
- Number of Units: 132 new construction
- Type: Mid-Rise, 4-stories

- Set Asides: 100% at or below 60% AMI
- Demographics: Family
- Funding Amounts: $1,632,363 4% HC (annual amount)

C. PERMANENCY

4. The waiver being sought is permanent in nature.

D. RULES FROM WHICH WAIVER IS SOUGHT

5. Petitioner requests a waiver from the Rules, which provide, in relevant part, as follows:

> (r) . . . .The General Contractor must meet the following conditions:
>
> ***
>
> 6. Ensure that no construction or inspection work that is normally performed by subcontractors is performed by the General Contractor,

Rule 67-21.014(2)(r)6., F.A.C. (5/18/21).

> (13) The General Contractor must meet the following conditions:
>
> ***
>
> (e) Ensure that no construction or inspection work that is normally performed by subcontractors is performed by the General Contractor;

Rule 67-21.026(13)(e), F.A.C. (5/18/21). To the extent the subsequent amendments to the Rules were retroactively applied, as discussed below in paragraph 9, Petitioner seeks a waiver of the Rules as amended.

E. STATUTES IMPLEMENTED BY THE RULES

6. The Rules implement, among other sections of the Florida Housing Finance Corporation Act (the "Act"), Section 420.507 (Powers of the corporation), 420.508 (Special powers; multifamily and single-family projects), and Section 420.509 (Revenue bonds). Per Section 420.5099(1)-(2), Fla. Stat., the Corporation acts as the State's housing credit agency and is authorized to establish procedures for allocating and distributing low-income housing tax credits.

F. JUSTIFICATION FOR WAIVER

7. Petitioner was invited to enter credit underwriting on May 16, 2022.

8. At that time, the Rules did not permit any exceptions for GCs to self-perform work normally performed by subcontractors.

9. However, effective July 6, 2022 (*i.e.*, less than two months later), the Rules were amended to provide the following exceptions: "The General Contractor may perform its duties to manage and control the construction of the Development;" and "The General Contractor may self-perform work of a de minimis amount, defined for purposes of this sub-subparagraph as the lesser of $350,000 or 5 percent of the construction contract." *See* Rule 67-21.014(2)(r)6., F.A.C. (7/6/22); and Rule 67-21.026(13)(e), F.A.C. (7/6/22). These exceptions were made retroactive at the Corporation's April 29, 2022 Board meeting.

10. The GC misunderstood the Rules and believed that it was able to self-perform up to 5% of the construction contract, rather than the lesser of 5% **or** $350,000.

11. In the course of preparing the GCCC, Petitioner discovered that the GC self-performed approximately 4.17% of the actual construction costs:

$19,472	Earthwork
$64,038	Earthwork
$31,067	Site Utilities
$71,290	Concrete
$157,473	Concrete
$494,945	Rough Carpentry
$72,135	Finish Carpentry
$3,903	Waterproofing
$914,323	**TOTAL**

Because 5% of the contract is just over $1 million, the exception to the Rules only allows the GC to self-perform up to $350,000. Accordingly, Petitioner is in need of a waiver of the Rules to allow the GC to self-perform approximately $914,323 (*i.e.*, 4.17% of the total construction cost).

12. The GC had the requisite experience to provide comparable, or even more proficient, labor for this work – and at a lower cost – than the average subcontractor. For example, the GC had its own carpenters, which eliminated subcontractor fees for the carpentry work and resulted in lower labor costs. Additionally, the GC holds an underground utilities and excavation license, and owns heavy equipment used to perform work under such licenses, eliminating mark-ups from middlemen for the Earthwork and Site Utilities.

13. Moreover, even if the GC could have retained a subcontractor, having that work instead performed by the GC prevented interruptions that would have otherwise caused delay. This is because, where the GC controls its own labor pool, there is no downtime or scheduling gaps as the GC's labor can immediately flow from one project to the next within the same Development. In contrast, where the work is subcontracted, the GC must wait for the subcontractor to have room in its schedule to come to the Development.

14. Neither the Development, the Corporation, nor any other applicant would be prejudiced if this requested waiver is granted.

15. Under Section 120.542(1), Florida Statutes, and Chapter 28-104, Florida Administrative Code, the Corporation has the authority to grant waivers to its rule requirements when strict application of these rules would lead to unreasonable, unfair and unintended consequences in particular instances. Waivers must be granted when: (1) the person who is subject to the rule demonstrates that the application of the rule would create a substantial hardship or violate principles of fairness, and (2) the purpose of the underlying statute has been or will be achieved by other means by the person. *See* Section 120.542(2), Florida Statutes.

16. If the requested waiver is not granted, Petitioner will suffer a substantial and unnecessary economic and operational hardship.

17. In this instance, Petitioner meets the standards for the requested waiver. The requested waiver will not adversely impact the Development or the Corporation and will ensure that 132 affordable housing units will be preserved and made available for the target population in Miami-Dade County, Florida. Further, the waiver will serve the purposes of the Statute and the Act, because one of the Act's primary purposes is to facilitate the availability of decent, safe and sanitary housing in the State.

18. The requested waiver will not adversely affect the Corporation, the Development, or any other applicant.

19. Should the Corporation require additional information, a representative of Petitioner is available to answer questions and to provide all information necessary for consideration of this Petition.

G. RELIEF REQUESTED

WHEREFORE, Petitioner respectfully requests that the Corporation:

a. Grant Petitioner the requested permanent waiver from Rules 67-21.026(13)(e), and 67-21.014(2)(r)6. (May 18, 2021) such that the General Contractor may perform construction or inspection work that is normally performed by subcontractors.

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

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

Respectfully submitted,

STEARNS WEAVER MILLER WEISSLER
ALHADEFF & SITTERSON, P.A.
Counsel for Petitioner
150 West Flagler Street, Suite 150
Miami, Florida 33131
Tel: (305) 789-3350
Fax: (305) 789-3395
E-mail: bmcdonough@swmwas.com

By: *s/ Brian J. McDonough*
BRIAN J. MCDONOUGH, ESQ.

CERTIFICATE OF SERVICE

The Petition is being served via e-mail for filing with the Corporation Clerk for the Florida Housing Finance Corporation, CorporationClerk@FloridaHousing.org, with copies served by U.S. Mail on the Joint Administrative Procedures Committee, Pepper Building, Room 680, 111 West Madison Street, Tallahassee, Florida 32399-1400, this 17th of November, 2025.

*s/ Brian J. McDonough*_____
BRIAN J. MCDONOUGH, ESQ.