STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

HTG MIAMI-DADE 6, LLC,

Petitioner

v.

FHFC Case No. 2014-056BP
DOAH Case No: _____
FHFC Application No.: 2014-269C

FLORIDA HOUSING FINANCE CORPORATION,

Respondent.
_____/

AMENDED FORMAL WRITTEN PROTEST AND PETITION FOR FORMAL ADMINISTRATIVE HEARING

Petitioner, HTG Miami-Dade 6, LLC ("HTG 6"), by and through undersigned counsel, files this Amended Formal Written Protest and Petition for Formal Administrative Hearing ("Petition") pursuant to Section 120.57(3), Florida Statutes, Rules 28-110.003 and 67-60.009, Florida Administrative Code, challenging the Notice of Intent to Award issued by Florida Housing Finance Corporation ("Florida Housing") regarding Request for Applications 2013-003 for Affordable Housing Developments located in Broward, Miami-Dade and Palm Beach counties. In support of its Petition, HTG 6 states as follows:

Parties

1. Petitioner, HTG 6 is a Florida limited liability company, authorized to transact business in Florida with an address at 3225 Aviation Avenue, Suite 602, Miami, Florida 33133. HTG 6's address, phone number and email address for purposes of this proceeding, are that of undersigned counsel.

2. Florida Housing is the agency affected by this Petition. Florida Housing's address is 227 N. Bronough Street, Suite 5000, Tallahassee, Florida 32301.

Background

3. Florida Housing is designated as the housing credit agency for the state of Florida within the meaning of Section 42(h)(7)(A) of the Internal Revenue Code ("IRC") and has the responsibility and authority to establish procedures for allocating and distributing Housing Credits §420.5099, Florida Statutes (2013).

4. Florida Housing has adopted Chapter 67-60, Florida Administrative Code (2013) which details the procedures for administering the competitive solicitation credit program authorized by Section 42 of the IRC and Section 420.5099, Florida Statutes.

5. *Request for Applications 2013-003 for Affordable Housing Developments located in Broward, Miami-Dade and Palm Beach counties* was issued on September 19, 2013 (the "RFA")[1].

6. Through the RFA process, Florida Housing anticipated awarding up to an estimated $10,052,825 of Housing Credits to Developments proposed in Broward, Miami-Dade and Palm Beach Counties (*See* RFA at 2).

7. The RFA provides that the review committee members independently evaluate and score their assigned portions of the submitted eligible applications based on various mandatory and point items (*See* RFA at 36). In addition, the RFA provides for a lottery number to be randomly assigned to each application. (*See* RFA at 2).

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[1] The RFA and all RFA documents can be found under the link: http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2013-003/. Applicable Rules 67-48 and 67-60 can be found under the link: http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/

8. According to the RFA, once an application is deemed eligible for funding:

> The highest scoring Applications will be determined by first sorting all eligible Applications from highest score to lowest score, with any scores that are tied separated first by the Application's eligibility for the Development Category Funding Preference which is outlined in Section Four A.4.c.(1)(a) of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference), then by the Application's eligibility for the Per Unit Construction Funding Preference which is outlined in Section Four A.9.e. of the RFA, (with Applications that qualify for the preference listed above, Applications to [sic] do not qualifying for the preference), then by the Applications Leveraging Classification (applying the multipliers outlined in Exhibit C below and having the Classification of A be the top priority), then by the Application's eligibility for the Florida Job Creation Preference which is outlined in Exhibit C below (with Applications that qualify for the preference listed above Applications that do not qualify for the preference), and then by lottery number, resulting in the lowest lottery number receiving preference.
>
> Unless otherwise provided below, Applications will be selected for funding only if there is enough funding available to fully fund the Eligible Housing Credit Request Amount (Funding Test).
>
> The Applications will be considered for funding in the following funding order: first the highest scoring eligible Application located in Miami-Dade County that can meet the Funding Test, then the highest scoring eligible Application located in Broward County that can meet the Funding Test, then the highest scoring eligible Application located in Palm Beach County that can meet the Funding Test, then the highest scoring eligible unfunded Application located in Miami-Dade County that can meet the Funding Test and then the highest scoring eligible unfunded Application located in Broward County regardless of the Funding Test. If there is not enough funding available to fully fund this last Broward County Application, the Application will be entitled to receive a binding commitment for the unfunded balance...

(RFA at 36).

9. HTG 6 timely submitted its application for the Canal Pointe Development located in Miami-Dade County ("Canal Pointe") to Florida Housing before 2:00 p.m. on November 12, 2013. HTG 6 was deemed an eligible application for funding.

10. The Florida Housing review committee met at a public meeting, on January 23, 2014. At the meeting, the review committee scored and ranked the applications received and recommended certain applications for funding and approval to the

Florida Housing Board of Directors. The Florida Housing Board approved those Developments recommended for funding at its meeting on Friday, January 31, 2014.

11. The Applications recommended for funding within Miami-Dade County are Wagner Creek, Application No. 2014-239C and Allapattah Trace, Application No. 2014-184C.

12. Florida Housing posted Notice of its Intent to Award resulting from *RFA 2013-003 - Review Committee Recommendations*, on Friday, January 31, 2013 at 11:10 a.m. on the Florida Housing website. A copy of the posted Notice is attached hereto as Exhibit "A".

13. On February 5, 2013, Petitioner timely filed its notice of intent to protest Florida Housing's intended decision. A copy of the notice of intent is attached hereto as Exhibit "B".

14. In accordance with Section 120.57(3), Florida Statutes, Rule Chapter 28-110 and Rule 67-60.009, Florida Administrative Code, the Formal Written Protest and Petition for Formal Administrative Hearing was filed within 10 days of the date that HTG 6 filed its Notice of Intent to Protest.

15. Florida Housing's actions in terms of scoring are clearly erroneous, contrary to competition, arbitrary and/or capricious and in violation of the terms of the RFA.

Statement of Ultimate Facts

Allapattah Trace
(Application No. 2014-184C)

16. Allapattah Trace Apartments, Ltd. is the applicant proposing Allapattah Trace in Miami-Dade County (hereinafter "ATA").

I. Invalid Surveyor Certificate Form

17. The RFA provides at page 4:

> The Applicant must provide a *completed and executed Application found in Exhibit A to RFA 2013-003*, along *with all applicable attachments thereto, **including the applicable certification and verifications forms set out in Exhibit B of the RFA***... (emphasis provided)

18. The RFA provides at page 52:

> **Exhibit B to RFA 2013-003 - Affordable Housing Developments located in Broward, Miami-Dade and Palm Beach Counties**
>
> 1. To be considered for any points for Proximity to Services and to determine whether the Mandatory Distance Requirement has been met (if not eligible for automatic qualification), as outlined in Section Four A.5. of the RFA, the Applicant must provide the following Surveyor Certification form.

19. In order for an Application to be considered for any proximity points, the Applicant must provide an acceptable Surveyor Certification Form at Attachment 6 and specifically directs the applicant to Surveyor Certification form provided in Exhibit B of this RFA (*Page 10 of the RFA*).

20. The Surveyor Certification Form is contained in Exhibit B of the RFA (*see RFA at pages 53, 54 and 55*).

21. As of the Application deadline and prior thereto, the interactive PDF Surveyor Certification Form to be used in connection with RFA 2013-003 that was available online was in the format of the three (3) page blank printed form attached hereto as Exhibit "C".

22. Notwithstanding the foregoing, ATA, as part of their Application, submitted a four (4) page document as their Surveyor Certification Form. The form ATA submitted was not provided in Exhibit B of RFA 2013-003. ATA's Surveyor Certification Form is

attached hereto as Exhibit "D". Note the different reference in the bottom left hand corner to *RFA 2013-009*.[2]

23. Due to the fact that ATA used a Surveyor Certification Form that was not provided as an Attachment to RFA 2013-003, as required by the RFA, ATA should not have been considered for *any* proximity points.

II. Invalid Application

24. The RFA requires the Applicant to provide an original signature on Exhibit A (the actual application) certifying and acknowledging approximately forty (40) critical items, including, without limitation, that the proposed Development can be completed and operating within the development schedule and budget submitted to Florida Housing and that under penalties of perjury, the Applicant declares and certifies that they have read the foregoing and that the information is true, correct and complete.

25. The foregoing Certification and Acknowledgment was executed by William T. Fabbri, who lists his title as Executive Vice President[3].

26. Attachment 3 of ATA's Application states that the sole General Partner of ATA is Allapattah Trace GP, LLC and the sole Limited Partner of ATA is The Richman Group of Florida, Inc.

27. Mr. Fabbri is listed as an Executive Vice President of The Richman Group of Florida, Inc. (the sole Limited Partner), but is not, however, listed as an Executive Vice President of the Applicant, Allapattah Trace Apartments, Ltd.

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[2] Request for Applications 2013-009 is for the Preservation of Existing Affordable Housing Developments.
[3] The Applicant Certification and Acknowledgement for all seven (7) applications Mr. Fabbri submitted in the 2011 Universal Application Cycle on behalf of the same Developer were signed by "William Todd Fabbri, Executive Vice President of Sole Member of Applicant's General Partner".

28. The Florida Department of State, Division of Corporations website lists the officers of the Applicant and again, Mr. Fabbri is not listed as an Executive Vice President of Applicant.

29. The Florida Department of State, Division of Corporations website contains a recorded copy of the Certificate of Limited Partnership of Applicant. The recorded Certificate of Limited Partnership of Applicant does not list Mr. Fabbri as an Executive Vice President of Applicant.

30. Mr. Fabbri is not the Executive Vice President of Applicant and therefore, the Applicant has failed to properly sign the Applicant Acknowledgement and Certification in accordance with the requirements of the RFA.

31. The execution of the Application Certification and Acknowledgement Form is a mandatory item. The failure to properly execute on behalf of the Applicant deems the application ineligible for funding.

Town Center Phase Two
(Application No. 2014-267C)

32. Town Center Phase Two, LLC (hereinafter "Town Center") is the applicant proposing Town Center Phase II in Miami-Dade County.

33. The RFA provides:

> The Applicant must provide a *completed and executed Application found in Exhibit A to RFA 2013-003*, along *with all applicable attachments thereto, including the applicable certification and verifications forms set out in Exhibit B of the RFA*...
> (*See* RFA at 4).

34. The RFA requires that the Applicant provide an original signature on Exhibit A certifying and acknowledging approximately forty (40) critical items, including, without limitation, that the proposed Development can be completed and operating

within the development schedule and budget submitted to Florida Housing and that under penalties of perjury, the Applicant declares and certifies that they have read the foregoing and that the information is true, correct and complete.

35. The foregoing Certification and Acknowledgment was executed by Alberto Milo, Jr., who lists his title as Vice President.

36. Attachment 3 of Town Center's Application states that the sole Managing Member is Town Center Phase Two Manager, LLC and that the other Member is RUDG, LLC.

37. Attachment 3, however, does not list Mr. Milo as a Vice President of either the Applicant, Town Center or Town Center's sole Managing Member or Town Center's other Member.

38. The Florida Department of State, Division of Corporations website lists the officers of the Applicant and again, Mr. Milo is not listed as a Vice President of Applicant.

39. The Florida Department of State, Division of Corporations website contains a recorded copy of the Articles of Organization of Applicant. The recorded Articles of Organization of Applicant does not list Mr. Milo as a Vice President of Applicant.

40. Mr. Milo is not a Vice President of Applicant and therefore, the Applicant has failed to properly sign the Applicant Acknowledgement and Certification in accordance with the requirements of the RFA.

41. The execution of the Application Certification and Acknowledgement Form is a mandatory item. The failure to properly execute on behalf of the Applicant causes the application to be ineligible for funding.

42. The RFA requires an Applicant to demonstrate site control through either an Eligible Contract, a Deed or Certificate of Title or a Lease. (*See* RFA at 23).

43. As evidence of site control, Town Center submitted a Contract for Purchase and Sale of Real Property dated November 7, 2013 (the "Contract").

44. The Contract is signed by RUDG, LLC, a Florida limited liability company, as buyer ("RUDG"). RUDG is not a named party of the Contract and is not the Applicant of Application 2014-267C in the RFA.

45. An Eligible Contract, as defined by the RFA requires that the "...buyer MUST be the Applicant unless an assignment of the Eligible Contract which assigns all of the buyers rights, title and interest in the Eligible Contract to the Applicant is provided. (*See* RFA at 24).

46. The Contract is not signed by Applicant and does not contain an assignment of all of the rights, title, and interest in the Contract to Applicant.

47. Applicant has not provided an Eligible Contract which allows Applicant to satisfy the Site Control requirement of the RFA and therefore, Town Center is not an Eligible Applicant for funding in the RFA.

48. The RFA requires for each financing proposal whether the documentation is in the form of a commitment, proposal, term sheet or letter of intent, it must include the following:

(i) Amount of the construction loan, if applicable;

(ii) Amount of the permanent loan, if applicable;

(iii) Specific reference to the Applicant as the borrower or direct recipient; and

(iv) Signature of all parties, *including acceptance by the Applicant*. (*See* RFA at 32). (Emphasis Supplied).

49. The debt financing proposal offered by the Applicant is Attachment 11 to Town Center's RFA response. However, it fails because the proposal is not signed by the Applicant, it is signed by Albert Milo, Jr.

50. Additionally, the RFA provides for an applicant to use an Equity Proposal as a funding source:

For the purpose of this RFA, to be counted as a source an equity proposal...must: (1) if syndicating/selling the Housing Credits meets the requirements outlined in (b) below...
***

If syndicating/selling the Housing Credits: (i) A Housing Credit equity proposal must also meet the following criteria:

- ***Be executed by all parties, including the Applicant***;
- Include specific reference to the Applicant as the beneficiary of the equity proceeds;
  ***
- State the anticipated Eligible Housing Credit Request Amount;
- State the anticipated dollar amount of Housing Credit allocated to be purchased;

(*See* RFA at 35). (Emphasis supplied),

51. As evidence of its equity commitment, Town Center included a letter from Bank of America, Merrill Lynch to Mr. Albert Milo, Jr. dated November 5, 2013. The letter, on the second page, contains a signature which appears to be that of Albert Milo, Jr. and is dated 11/7/13, underneath the signature of Mr. Milo Jr., appears a stamp which provides,

Albert Milo, Jr.
Vice President

A copy of the equity letter is attached hereto as Exhibit "E".

52. Florida Housing should not have included the above referenced equity proposal as a source because it was not executed by the Applicant.

53. Florida Housing's scoring of Town Center is clearly erroneous, contrary to competition, arbitrary and/or capricious and in violation of the terms of the RFA.

Pinnacle Rio
(Application No. 2014-213C)

54. Pinnacle Rio, LLC is the Applicant proposing Pinnacle Rio in Miami-Dade County ("Rio").

55. The RFA provides that "*in order for an Application to be considered for any proximity points, the* ***Applicant must provide an acceptable*** *Surveyor Certification form, as Attachment 6* (Emphasis Supplied)" (page 10 of the RFA).

56. Section THREE D., "Procedures and Provisions" (page 3 of the RFA), contemplates an inquiry procedure. Florida Housing, in response to a question provided the following:

> **Question 3:**
> The Surveyor's Certification Form posted on the website is changing the input of two digit numbers when the first digit is a "0". For instance, if one types in the degrees or minutes as "07" which would be the correct input of information and what we have always provided in the form of two digits, the cell is automatically eliminating the "0" and changing the "0" the input to just "7".
>
> **Answer:**
> The formatting of the cell...on the interactive pdf Surveyor Certification form is causing the "0" to be dropped. Florida Housing has replaced the form on the Website with a corrected form which will allow the user to enter a two-digit number which begins with "0". For Applications where the Surveyor Certification form has already been completed and signed, the Applicant may manually add the "0" without the need to complete the corrected form.

(A copy of Questions and Answers for RFP 2013-003 is attached hereto as Exhibit "F")

57. Rio did not include an acceptable Surveyor Certification Form at Attachment 6. The Form provided indicates coordinates without a double digit format for Community Services. Thus, Rio's application should not be considered for proximity points.

58. Furthermore, Page 3 of the Surveyor Certification Form (page 55 of the RFA) specifically states "[I]f this certification contains corrections or 'white-out', or if it is altered or retyped, the form will not be considered". Notwithstanding such rule in the RFA, Florida Housing did consider Surveyor Certification Forms that were manually altered for the purpose of adding such zero[4]. Therefore, Florida Housing should have enforced the double digit requirement and not accepted Rio's Surveyor Certification Form. Otherwise, FHFC's application of Question 3 to Questions and Answers for RFA 2013-003 to some Applications and not to others is arbitrary or capricious.

59. Florida Housing's failure to make Rio's application 2014-242C ineligible is clearly erroneous, contrary to competition, arbitrary and/or capricious and in violation of the terms of the RFA.

Claude Pepper Preservation Phase Two, LLC
(Application No. 2014-214C)

60. Claude Pepper Preservation Phase Two, LLC (hereinafter "CPP") is the Applicant proposing Claude Pepper Preservation Phase Two in Miami-Dade County.

[4] As an example, see Surveyor Certification Form (Attachment 6) of application 2014-231C. Here, the Surveyor Certification Form was altered manually and the application was declared eligible by Florida Housing and considered for funding.

61. As evidence of its non-corporation funding, CPP submitted as Attachment 12, correspondence from Boston Financial Investment Management, dated November 12, 2013.

62. The letter is countersigned on page 8 as follows,

AGREED & ACCEPTED:

_____
By: Albert Milo, Jr.
Date: 11/18/13

Mr. Milo executed his signature on the line immediately below Agreed & Accepted with no reference to the Applicant or any entity.[5]

63. The RFA requires the equity proposal by executed by all parties, *including the Applicant*. There is no execution of the equity letter by the Applicant.

64. Florida Housing should not have included the above referenced equity proposal as a source because it was not executed by the Applicant.

65. Florida Housing's scoring of CPP is clearly erroneous, contrary to competition, arbitrary and/or capricious and in violation of the terms of the RFA.

Northside Senior Residences
(Application No. 2014-186C)

66. Northside Senior Residences, LLC ("Northside") is the Applicant proposing to develop Northside Urban View in Miami-Dade County.

67. The RFA requires an Applicant to demonstrate site control through either an Eligible Contract, a Deed or Certificate of Title or a Lease. (*See* RFA at 23).

68. As evidence of site control, Northside submitted the following,

[5] The letter was directed to Mr. Milo as Sr. Vice President of RUDG, LLC.

(a) Purchase and Sale Agreement between Northside Centre, LLC, as Seller and PHG Holdings, LLC, as Purchaser dated October 21, 2013 (the "Underlying Agreement")

(b) Purchase Agreement between PHG Holdings, LLC, as Seller and Northside Senior Residences, LLC, as Purchaser dated November 10, 2013 (the "Subsequent Agreement").

69. The RFA provides a definition of Eligible Contract, which provides in part:

> ...an eligible contract is one that has a term that does not expire before a date that is six (6) months after the Application Deadline or that contains extension options exercisable by the purchaser and conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date that is not earlier than six (6) months after the Application Deadline;...

(*See* RFA at 23).

70. The Underlying Agreement provides in part:

> 11. Closing...,Closing shall take place at the offices of the Escrow Agent at 10:00 a.m. Eastern Time, or by mail, on January 31, 2014 ("Closing Date")...Purchaser shall also have the right to extend the Closing Date (but to no later than six (6) months after the then scheduled Closing Date) by exercising up to six (6) consecutive 1-month Closing extensions (each 1-month Closing extension being referred to herein as a "Closing Extension"). *If Purchaser elects to exercise a Closing Extension, it shall notify Seller in writing of such election within five (5) days of or before the previously-scheduled Closing Date and deliver an extension fee in the amount of Ten Thousand and No/100 Dollars ($10,000.00) ("Extension Fee") for each Closing Extension to Seller on the next business day...*

(Emphasis Supplied).

71. The requirement in the Underlying Contract that the transaction must close by January 31, 2014 is not in compliance with the Eligible Contract definition in the RFA that requires a term not expire before six (6) months after the Application Deadline of November 12, 2013.[6] Therefore, it must have a contract extension option that is conditioned solely upon payment of additional monies which if executed, would extend the term to a date that is not earlier than six (6) months after the Application Deadline.

[6] 6 months from the Application Deadline is May 12, 2014.

72. The extensions in the Underlying Contract are all conditioned *upon written notice being provided of the election to exercise a Closing Extension* and delivery of the Extension Fee on the next business day. Due to the fact that the necessary extension is not conditioned solely upon payment of additional monies, the Underlying Agreement is not an Eligible Contract, site control is not established and Florida Housing should not have deemed the applicant eligible for funding.

73. In addition, an Eligible Contract, as defined by the RFA requires that the "...buyer MUST be the Applicant unless an assignment of the Eligible Contract which assigns all of the buyers rights, title and interest in the Eligible Contract to the Applicant is provided. (*See* RFA at 24).

74. The Subsequent Agreement does not contain an assignment of all of the rights, title and interest in the Underlying Contract to the Applicant.[7]

75. Additionally, the Subsequent Agreement does not contain any provision which would allow the Applicant to act in any capacity under the Underlying Contract in order to enforce a critical provision of the Underlying Contract such as exercising a closing extension option or enforcing specific performance against a seller in default.

76. For all of the preceding reasons, Applicant has not provided an Eligible Contract and Northside is not an Eligible Applicant for funding.

Disputed Issues of Material Fact and Law

77. The disputed issues of material fact and law raised in this proceeding are as follows:

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[7] Northside provides a document titled "Site Control Explanation" which attempts to explain that there is an underlying agreement to purchase a master parcel and subsequent agreement to sell a portion of the master parcel to Applicant, however this explanation does not negate the requirement that there must be an assignment of all of buyer under the master parcel's rights, title and interest in the portion of the master parcel to the Applicant.

a. Whether Florida Housing's scoring of the application submitted by Allapattah Trace was contrary to the RFA specifications, clearly erroneous, contrary to competition, arbitrary and capricious;

b. Whether the Allapattah Trace application includes an acceptable Surveyor Certification Form for RFA 2013-003;

c. Whether Mr. Fabbri is the Executive Vice President of Allapattah Trace Apartments, Ltd;

d. Whether Florida Housing's scoring of the application submitted by Town Center Phase Two was contrary to the RFA specifications, clearly erroneous, contrary to competition, arbitrary and capricious;

e. Whether Florida Housing's scoring of the application submitted by Pinnacle Rio was contrary to the RFA specifications, clearly erroneous, contrary to competition, arbitrary and capricious;

f. Whether Florida Housing erred in awarding any proximity points to Pinnacle Rio in light of the unacceptable Surveyor Certification Form in the Application;

g. Whether Florida Housing's scoring of the application submitted by Claude Pepper Preservation Phase Two was contrary to the RFA specifications, clearly erroneous, contrary to competition, arbitrary and capricious;

h. Whether Florida Housing's scoring of the application submitted by Northside Senior Residences was contrary to the RFA specifications, clearly erroneous, contrary to competition, arbitrary and capricious.

i. Whether Northside Senior Residences failed to provide an Eligible Contract.

Petitioners Substantial Interests

78. Petitioner timely filed its application seeking to be among the Applicants selected for funding. Petitioners' Application for the Canal Pointe Development in Miami-Dade County complies with all of the requirements of the RFA and has a lottery number of 17, which is the seventh (7th) highest lottery number among the Eligible Applications in Miami-Dade County. But for the erroneous decisions described above regarding Allapattah Trace, Town Center Phase Two, Pinnacle Rio, Claude Pepper Preservation Phase Two and Northside Senior Residences, Canal Pointe would be recommended for funding.

Request to Resolve by Mutual Agreement

79. Petitioner requests the opportunity to meet with Florida Housing within seven (7) working days after filing this protest, pursuant to Section 120.57(3)(d), Florida Statutes.

Reservation of Right to Amend

80. Petitioner reserves the right to amend this Amended Petition as discovery proceeds.

Statutes/Rules that Entitle Petitioner to Relief

81. Petitioner is entitled to relief pursuant to sections 120.569 and 120.57, Florida Statutes, Chapters 28-106, 28-110 and 67-60, Florida Administrative Code and the established decisional law of Florida Courts, the Division of Administrative Hearings, Florida Administrative Hearings, and Florida administrative agencies.

Demand for Relief

Wherefore, Petitioner respectfully requests that Florida Housing:

a. Refer this matter to DOAH for a hearing with an administrative law Judge involving disputed issues of material facts.

b. That the administrative law Judge should enter an Order recommending that Florida Housing re-score and re-rank the proposals taking into consideration the issues raised in this protest.

c. That Canal Pointe be selected for funding.

d. For such further relief as the administrative law Judge deem appropriate.

Dated this 19 day of February, 2014.

Respectfully submitted,

MAUREEN M. DAUGHTON
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SNIFFEN & SPELLMAN, P.A.
123 North Monroe Street
Tallahassee, Florida 32301
Telephone: (850) 205-1996
Facsimile: (850) 205-3004

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished via hand delivery to the Ashley Black, Clerk, at the Florida Housing Finance Corporation, 227 N. Bronough Street, Suite 5000, Tallahassee, Florida 32301 and furnished via electronic correspondence to Hugh Brown, Esq., and Wellington Meffert, Esq. at the Florida Housing Finance Corporation, 227 N. Bronough Street, Suite 5000, Tallahassee, Florida 32301 on this 19 day of February, 2014.

MAUREEN M. DAUGHTON

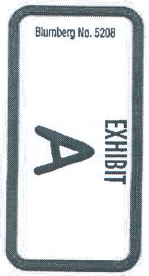
RFA 2013-003 – Review Committee Recommendations

Total HC Available for RFA	10,052,825
Total HC Allocated	9,694,881
Total HC Remaining	357,944

Application Number	Name of Development	County	Name of Contact Person	Name of Developers	HC Request Amount	Eligible For Funding?	Total Points	Development Category Funding Preference	Per Unit Construction Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
First Miami-Dade Application Recommended												
2014-239C	Wagner Creek	Miami-Dade	Matthew Rieger	HTG Miami-Dade 5 Developer, LLC	$1,601,881.00	Y	27	Y	Y	A	Y	3
First Broward Application Recommended												
2014-241C	Oakland Preserve	Broward	David O.. Deutch	Pinnacle Housing Group, LLC; Building	$1,435,000.00	Y	27	Y	Y	A	Y	12
Palm Beach Application Recommended												
2014-201C	Silver Palm Place	Palm Beach	Francisco A. Rojo	Landmark Development Corp.;	$2,110,000.00	Y	27	Y	Y	A	Y	78
Second Miami-Dade Application Recommended												
2014-184C	Allapattah Trace	Miami-Dade	William T. Fabbri	The Richman Group of Florida, Inc.	$1,987,000.00	Y	27	Y	Y	A	Y	6
Second Broward Application Recommended												
2014-242C	Wisdom Village Crossing	Broward	Bill Schneider	Turnstone Development	$2,561,000.00	Y	27	Y	Y	A	Y	20

On January 31, 2014, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion to select the above Applications for funding and invite the Applicants to enter credit underwriting.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., Rule Chapter 28-110, F.A.C., and Rule 67-60.009, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.



SNIFFEN & SPELLMAN, P.A.

123 NORTH MONROE STREET • TALLAHASSEE, FL • 32301
PHONE: 850.205.1996 • FAX: 850.205.3004
WWW.SNIFFENLAW.COM

February 5, 2014

VIA HAND DELIVERY AND ELECTRONIC MAIL

Ashley Black, Clerk
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301

Re: Notice of Intent to Protest – RFA – 2013-003
Application Number: 2014-269C – Canal Pointe/ HTG Miami-Dade 6, LLC

Dear Ms. Black,

Our firm represents Canal Pointe/ HTG Miami-Dade 6, LLC. This letter shall serve as HTG Miami-Dade 6, LLC's notice of its intent to protest the Notice of Intended decision of Florida Housing Finance Corporation in RFA 2013-003.

Sincerely,

Maureen McCarthy Daughton

Cc: Wellington Meffert, General Counsel (via electronic mail)

2013 SURVEYOR CERTIFICATION FORM

Name of Development: _____

Development Location: _____

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site[1] where the Development Location Point is located.)

The undersigned Florida licensed surveyor confirms that the method used to determine the following latitude and longitude coordinates conforms to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C.:

All calculations shall be based on "WGS 84" and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no autonomous hand-held GPS units shall be used).

State the Development Location Point.[2]	N _____ Degrees	_____ Minutes	_____Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____Seconds (truncated after 1 decimal place)

To be eligible for proximity points, Degrees and Minutes must be stated as whole numbers and Seconds must be truncated after 1 decimal place.

Transit Service – State the latitude and longitude coordinates for one (1) Transit Service on the chart below.[3]

	Latitude			**Longitude**		
Public Bus Stop	N _____ Degrees	_____ Minutes	_____Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____Seconds (truncated after 1 decimal place)
Public Bus Transfer Stop	N _____ Degrees	_____ Minutes	_____Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____Seconds (truncated after 1 decimal place)
Public Bus Rapid Transit Stop	N _____ Degrees	_____ Minutes	_____Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____Seconds (truncated after 1 decimal place)
SunRail Station, MetroRail Station, or TriRail Station	N _____ Degrees	_____ Minutes	_____Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Transit Service is:						___.___ ___ Miles

Community Services - State the Name, Address and latitude and longitude coordinates of the closest service(s) on the chart below.[3]

Grocery Store:	Latitude			Longitude		
Name - _____ Address - _____ _____ _____ _____	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Grocery Store is:						___.___ ___ Miles

Initials of Surveyor_____

2013 SURVEYOR CERTIFICATION FORM

Public School:	**Latitude**			**Longitude**		
Name - _____ Address - _____ _____ _____ _____	N_____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W_____ Degrees	_____ Minutes	_____ Seconds (truncated after 1decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Public School is:					____.____ ____Miles	
Medical Facility:	**Latitude**			**Longitude**		
Name - _____ Address - _____ _____ _____ _____	N_____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W_____ Degrees	_____ Minutes	_____ Seconds (truncated after 1decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Medical Facility is:					____.____ ____Miles	
Senior Center:	**Latitude**			**Longitude**		
Name - _____ Address - _____ _____ _____ _____	N_____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W_____ Degrees	_____ Minutes	_____ Seconds (truncated after 1decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Senior Center is:					____.____ ____Miles	
Pharmacy:	**Latitude**			**Longitude**		
Name - _____ Address - _____ _____ _____ _____	N_____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W_____ Degrees	_____ Minutes	_____ Seconds (truncated after 1decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Pharmacy is:					____.____ ____Miles	

If the Corporation discovers that there are any false statements made in this certification, the Corporation will forward a copy to the State of Florida Department of Business and Professional Regulation for investigation.

CERTIFICATION - Under penalties of perjury, I declare that the foregoing statement is true and correct.

_____ _____

Signature of Florida Licensed Surveyor Florida License Number of Signatory

_____

Print or Type Name of Signatory

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

2013 SURVEYOR CERTIFICATION FORM

This certification consists of 3 pages. This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. If the certification is inappropriately signed, the Application will not be eligible to receive proximity points. If this certification contains corrections or 'white-out', or if it is altered or retyped, the form will not be considered. The certification may be photocopied. To be considered for scoring purposes, at least pages 1 and 2 of this 3 page certification form must be provided by the Applicant.

[1] "Scattered Sites," as applied to a single Development, means a Development site that, when taken as a whole, is comprised of real property that is not contiguous (each such non-contiguous site within a Scattered Site Development, a "Scattered Site"). For purposes of this definition "contiguous" means touching at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement provided the easement is not a roadway or street. (See Rule 67-48.002, F.A.C.).

[2] "Development Location Point" means a single point selected by the Applicant on the proposed Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. For a Development which consists of Scattered Sites, this means a single point on the site with the most units that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development (See Rule 67-48.002, F.A.C.).

[3] The latitude and longitude coordinates for all Proximity Services must represent a point as outlined on the Coordinates Location Chart set out below. The coordinates for each service must be stated in degrees, minutes and seconds, with the degrees and minutes stated as whole numbers and the seconds truncated after one decimal place. If the degrees and minutes are not stated as whole numbers and the seconds are not truncated after one decimal place, the Applicant will not be eligible for proximity points for that service.

Coordinates Location Chart

Service	Location where latitude and longitude coordinates must be obtained
Community Services	Coordinates must represent a point that is on the doorway threshold of an exterior entrance that provides direct public access to the building where the service is located.
Transit Services	For Public Bus Stop, Public Bus Rapid Transit Stop, Public Bus Transfer Stop, TriRail Rail Stations and MetroRail Rail Stations, coordinates must represent the location where passengers may embark and disembark the bus or train. For SunRail Rail Stations, coordinates must represent either the location where passengers may embark and disembark the train or the coordinates listed below: **Station Name** — **Latitude/Longitude Coordinates** Altamonte Springs Station — N 28 39 50.1, W 81 21 23.4 Church Street Station — N 28 32 20.3, W 81 22 50.6 DeBary Station — N 28 51 20.3, W 81 19 24.1 Florida Hospital Station — N 28 34 21.8, W 81 22 17.4 Lake Mary Station — N28 45 31.8, W 81 19 04.3 LYNX Central Station — N 28 32 52.2, W 81 22 51.0 Longwood Station — N 28 42 04.1, W 81 20 43.4 Maitland Station — N 28 38 03.7, W 81 21 44.7 Orlando Amtrak/ORMC Station — N 28 31 39.5, W 81 22 55.6 Sand Lake Road Station — N 28 27 11.3, W 81 22 1.0 Sanford/SR46 Station — N 28 48 49.8, W 81 17 56.9 Winter Park/Park Ave Station — N 28 35 51.5, W 81 21 6.0

If there is no exterior public entrance to the Community Service, then a point should be used that is at the exterior entrance doorway threshold that is the closest walking distance to the doorway threshold of the interior public entrance to the service. For example, for a Pharmacy located within an enclosed shopping mall structure that does not have a direct public exterior entrance, the latitude and longitude coordinates at the doorway threshold of the exterior public entrance to the enclosed shopping mall that provide the shortest walking distance to the doorway threshold of the interior entrance to the Pharmacy would be used.

Applicants may use the same latitude and longitude coordinates for the Grocery Store, Medical Facility and/or Pharmacy if the Grocery Store, Medical Facility and/or Pharmacy is housed at the same location. However, there are no other instances in which an Applicant may use identical coordinates or the same location for any other combination of Transit or Community Services.

2013 SURVEYOR CERTIFICATION FORM

Name of Development: Allapattah Trace

Development Location: N.W. 17th Ave., N.W. 17th Ave. and N.W. 34th St., Miami

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site[1] where the Development Location Point is located.)

The undersigned Florida licensed surveyor confirms that the method used to determine the following latitude and longitude coordinates conforms to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C.:

All calculations shall be based on "WGS 84" and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no autonomous hand-held GPS units shall be used).

State the Development Location Point.[1]	N 25 Degrees	48 Minutes	28.2 Seconds (truncated after 1 decimal place)	W 80 Degrees	13 Minutes	25.0 Seconds (truncated after 1 decimal place)

To be eligible for proximity points, Degrees and Minutes must be stated as whole numbers and Seconds must be truncated after 1 decimal place.

Transit Service – State the latitude and longitude coordinates for one (1) Transit Service on the chart below.[3]

	Latitude			Longitude		
Public Bus Stop	N ____ Degrees	____ Minutes	____ Seconds (truncated after 1 decimal place)	W ____ Degrees	____ Minutes	____ Seconds (truncated after 1 decimal place)
Public Bus Transfer Stop	N ____ Degrees	____ Minutes	____ Seconds (truncated after 1 decimal place)	W ____ Degrees	____ Minutes	____ Seconds (truncated after 1 decimal place)
Public Bus Rapid Transit Stop	N ____ Degrees	____ Minutes	____ Seconds (truncated after 1 decimal place)	W ____ Degrees	____ Minutes	____ Seconds (truncated after 1 decimal place)
SunRail Station, MetroRail Station, or TriRail Station	N 25 Degrees	48 Minutes	30.4 Seconds (truncated after 1 decimal place)	W 80 Degrees	12 Minutes	55.6 Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Transit Service is:						0.52 Miles

Community Services - State the Name, Address and latitude and longitude coordinates of the closest service(s) on the chart below.[3]

Grocery Store:	Latitude			Longitude		
Name - Winn-Dixie Address - 3401 NW 18th Ave., Miami	N 25 Degrees	48 Minutes	29.4 Seconds (truncated after 1 decimal place)	W 80 Degrees	13 Minutes	29.3 Seconds (truncated after 1decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Grocery Store is:						0.08 Miles

Initials of Surveyor _____

RFA 2013- 009

EXHIBIT D

Blumberg No. 5208

2013 SURVEYOR CERTIFICATION FORM

Public School:	Latitude			Longitude		
Name - Miami Jackson Senior High Address - 1751 NW 36th St., Miami	N 25 Degrees	48 Minutes	37.4 Seconds (truncated after 1 decimal place)	W 80 Degrees	13 Minutes	33.7 Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Public School is:						0.24 Miles
Medical Facility:	**Latitude**			**Longitude**		
Name - Jackson Memorial Hospital Address - 1611 NW 12th Ave., Miami	N 25 Degrees	47 Minutes	30.1 Seconds (truncated after 1 decimal place)	W 80 Degrees	12 Minutes	42.5 Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Medical Facility is:						1.34 Miles
Senior Center:	**Latitude**			**Longitude**		
Name - Address -	N Degrees	Minutes	Seconds (truncated after 1 decimal place)	W Degrees	Minutes	Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Senior Center is:						.__ Miles
Pharmacy:	**Latitude**			**Longitude**		
Name - Winn-Dixie Address - 3401 NW 18th Ave., Miami	N 25 Degrees	48 Minutes	29.4 Seconds (truncated after 1 decimal place)	W 80 Degrees	13 Minutes	29.3 Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Pharmacy is:						0.08 Miles
Adult Education Institution:	**Latitude**			**Longitude**		
Name - Address -	N Degrees	Minutes	Seconds (truncated after 1 decimal place)	W Degrees	Minutes	Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Adult Education Institution is:						.__ Miles

Note: This Surveyor Certification Form is used for a variety of different Request for Applications (RFAs). Check the Proximity section of each RFA to determine which of the above-listed Community Services pertain to that particular RFA.

If the Corporation discovers that there are any false statements made in this certification, the Corporation will forward a copy to the State of Florida Department of Business and Professional Regulation for investigation.

Initials of Surveyor

2013 SURVEYOR CERTIFICATION FORM

CERTIFICATION – Under penalties of perjury, I declare that the foregoing statement is true and correct.

Signature of Florida Licensed Surveyor

PSM 4775
Florida License Number of Signatory

Mark Steven Johnson
Print or Type Name of Signatory

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

This certification consists of 4 pages. This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. If the certification is inappropriately signed, the Application will not be eligible to receive proximity points. If this certification contains corrections or 'white-out', or if it is altered or retyped, the form will not be considered. The certification may be photocopied. To be considered for scoring purposes, at least pages 1 through 3 of this 4 page certification form must be provided by the Applicant.

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2013 SURVEYOR CERTIFICATION FORM

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Bank of America
Merrill Lynch

Community Development Banking Group
600 Peachtree Street, NE
Atlanta, GA 30308
GA1-006-06-25
Steve Gildersleeve
Senior Vice President
404.607.2441

November 5, 2013

Mr. Albert Milo, Jr.
Town Center Phase Two, LLC
315 S. Biscayne Blvd.
Miami, FL 33131

Re: Town Center Phase Two, LLC (Applicant), beneficiary of the equity proceeds
Opa-Locka, FL

Dear Mr. Milo:

We have had the opportunity to review the Town Center Phase Two project and wanted to let you know of our interest in being the equity investor for the transaction. This letter of interest is submitted on behalf of Bank of America in support of your application for Florida Housing Finance Corporation Low Income Housing Tax Credits. Please note that this is neither a commitment nor a letter of intent to invest, but simply an indication of our interest in pursuing this opportunity.

Town Center Phase Two will consist of the new construction of 65 affordable housing units for low-income households, contained in one seven-story high-rise building located in Opa-Locka, FL. The unit mix will consist of 65 one-bedroom units. The project will house tenants earning 33% AMI (7 units) and 60% AMI (58 units).

We understand that this partnership is not anticipated to close until 2015, and is subject to allocation and provision of Low Income Housing Tax Credits. We understand that the project is projected to support 9% Federal credits totaling $1,458,603 (assuming an 8% credit rate as proscribed in the FHFC application guidelines). The anticipated eligible housing credit request amount will be $1,458,603. The total Housing Credit Allocation for investment will be $1,458,603 x 99.99% x 10 years for a total allocation of $14,584,571. Accordingly, we estimate that we will be able to provide $.95 in equity for every dollar of federal Low Income Housing Tax Credits to be provided or a Total Capital Contribution of $13,855,342 paid as follows: $2,078,302 (15%) at Closing; $2,078,302 (15%) at 100% Construction Completion; $9,005,973 (65%) at Stabilized Occupancy and Conversion to Permanent Financing; and $692,765 (5%) at 8609 Delivery. The total equity paid prior to construction completion will be $2,078,302.

EXHIBIT
E
Blumberg No. 5206

Please note that this equity investment is subject to acceptance of a Bank of America Merrill Lynch proposal for construction debt, verification of projection information, and completion of our underwriting, due diligence and documentation. Specific terms of both the equity and debt will be provided upon completion of our normal due diligence process.

The terms of the equity commitment will include the following:

- Project rents underwritten at a level no greater than 90% of market rents.
- Income to Expense Ratio, inclusive of reserves, greater than 1.15:1.00.
- Vacancy/collection loss of 7% or greater.
- Contribution to a Replacement Reserves of $300 per unit per year in the operating budget.
- A Lien Free Completion and Development Deficit Guaranty.
- An Operating Deficit Guaranty, representing a minimum of 6 months of operating expense plus must pay debt service, for a term of 5 years following 12 consecutive months of breakeven operations. Any Operating Reserve must be replenished to its original amount in order for the ODG to terminate.
- A Tax Credit and Recapture Guaranty and Repurchase Agreement from the development entity and principals.
- Adjuster clauses for the delayed delivery or the reduction in credits.

I believe Bank of America Merrill Lynch's LIHTC equity and affordable housing debt products will provide you with the strength of Bank of America Merrill Lynch's franchise, as well as competitive pricing, and expedited underwriting and closing. This Letter of Interest will expire on August 31, 2014 but we look forward to continuing to work with you as the project moves forward.

Best regards,

Steve Gildersleeve

Steve Gildersleeve

Senior Vice President
Bank of America Merrill Lynch

cc: Diane Ross, Bank of America Merrill Lynch
Jose Luis de la Rosa, Bank of America Merrill Lynch

11/7/13

Alberto Milo, Jr.
Vice President

Questions and Answers for RFP 2013-003

AFFORDABLE HOUSING DEVELOPMENTS LOCATED IN BROWARD, MIAMI-DADE AND PALM BEACH COUNTIES

Question 1:

In light of the Government shut down, will Florida Housing issue a modification to allow the HUD and RD letters to be submitted during credit underwriting rather than in the Application?

Answer:

Since the federal government shutdown has been resolved, no modification will be made to RFA 2013-003. Applicants must provide any necessary HUD and RD letters with their Application submissions.

Question 2:

Please clarify whether the Phase I and Phase II Environmental Site Assessments (ESAs) must be completed as of the Application deadline in order for the FHFC Verification of Phase I and Phase II ESA forms to be submitted correctly at underwriting. Can the requirement that the ESAs be performed within 12 months of the submission deadline (the Application Deadline) be interpreted to permit the 12 month period to be prior to the submission deadline or after the deadline, as long as the form is submitted timely in credit underwriting.

Answer:

The date of the ESA may be after the submission deadline (Application Deadline) provided such date is at least as of the date the form is due to Florida Housing (the date that is 21 days after the date of the invitation to enter credit underwriting). For example, if the Application Deadline is November 12, 2013 and the due date for the ESA form is February 21, 2014, then the ESA must be dated within a 12 month period prior to November 12, 2013 or dated anywhere from November 12, 2013 through February 21, 2014.

Question 3:

The Surveyor's Certification Form posted on the website is changing the input of two digit numbers when the first digit is a "0". For instance, if one types in the degrees or minutes as "07", which would be the correct input of information and what we have always provided in the form of two digits, the cell is automatically eliminating the "0" and changing the input to just "7".

Answer:

The formatting of the cell (as a number rather than as text) on the interactive pdf Surveyor Certification form is causing the "0" to be dropped. Florida Housing has replaced the form on the Website with a corrected form which will allow the user to enter a two digit number which begins with "0". For Applications where the Surveyor Certification form has already been completed and signed, the Applicant may manually add the "0" without the need to complete the corrected form.

Questions and Answers for RFP 2013-003

AFFORDABLE HOUSING DEVELOPMENTS LOCATED IN BROWARD, MIAMI-DADE AND PALM BEACH COUNTIES

Question 4:

Are the following forms that are currently posted to the website the final version of the forms: 2013 Development Team forms, 2013 Ability to Proceed forms, 2013 Local Government Contribution forms, and 2013 Surveyor Certification form?

Answer:

Yes, the forms currently posted to the website http://apps.floridahousing.org/StandAlone/FHFC_ECM/ContentPage.aspx?PAGE=0171 are the forms that should be used in conjunction with the RFA. It should be noted that only the Local Government Contribution forms and the Surveyor Certification form are included as a part of the RFA. As outlined in Item 10 of Exhibit A of the RFA, the Applicant is only required to submit the Development Team forms and the Ability to Proceed forms to the Corporation if the Application is selected for funding.

Question 5:

There is no Principal of Developer General Development Experience Certification form included with the other Development Team forms on the website. Does this form need to be submitted as a part of the RFA or during credit underwriting?

Answer:

Since the Applicant must demonstrate Developer experience as a part of the RFA, the Principal of Developer General Development Experience Certification form will not be required to be submitted to the Corporation at the time the other Development Team forms are submitted.

Question 6:

If an applicant has a properly filled out and executed Local Government Verification of Contribution – Loan form submitted as Attachment 9, must they also submit a commitment letter evidencing the loan behind an additional Attachment as part of the required non-corporation funding proposals required under 9.d.(1). If not, must they submit an additional copy of the Local Government Loan form as an additional funding proposal?

Answer:

As stated in the "Note" at Section Four A.9.d.(1)(a) of the RFA, a properly completed and executed Local Government Verification of Contribution – Grant form and Local Government Verification of Contribution – Loan form may be used to demonstrate a source of financing in the RFA. The location of the applicable Local Government Contribution form (the applicable "Attachment No.") should be stated at the applicable line item on the Construction or Rehab Analysis and/or the Permanent Analysis.

Questions and Answers for RFP 2013-003

AFFORDABLE HOUSING DEVELOPMENTS LOCATED IN BROWARD, MIAMI-DADE AND PALM BEACH COUNTIES

Question 7:

Please clarify how the "Per Unit Construction Funding Preference" is calculated and subsequently used in the sorting order.

Answer:

As stated in Section Four A.9.e. and Section Four B of the RFA, the Corporation will calculate the per unit construction amount by dividing the Actual Construction Cost line item A1.1 on the Pro Forma by the total number of units in the proposed Development. During the funding selection process, the eligible Applications with a per unit construction amount that is $40,000 per unit or greater will be listed above the eligible Applications with a per unit construction amount that is less than $40,000 per unit.

Question 8:

Is it acceptable to have the Chair of the local HFA sign the Verification of Local Government Contribution form?

Answer:

In order for the Local Government Contribution forms to be considered to be properly executed, the form "must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners".

Question 9:

If a local government chooses to defer a specific amount of fees for "X" period of time as their local contribution and this deferral meets the required contribution amount after NPV is calculated and applied, can the total sum of the deferred fees be placed into an interest bearing escrow account for the required "X" period of time? We have found that local governments want a secure method to ensure the fees will eventually be paid as agreed upon.

Answer:

A deferral of the payment of government fees beyond their normal due date will count towards a local government contribution; however, the placement of these same funds into an escrow account, whether for the direct or indirect benefit of the local government, does not constitute a deferral. It is the time value of money that is the source of this contribution and the placement of these funds into an escrow account at a period in time prior to the deferred payment due date will shorten the benefit period of the present valuation of said deferral. Any value contributed to the deferral of the payment of a fee should be based upon when the funds have been utilized.

Questions and Answers for RFP 2013-003

AFFORDABLE HOUSING DEVELOPMENTS LOCATED IN BROWARD, MIAMI-DADE AND PALM BEACH COUNTIES

Question 10:

Is the Deferred Developer Fee Form or some version thereof required to be included in the Application?

Answer:

The Deferred Developer Fee form is no longer required and the Applicant is not required to demonstrate its commitment or ability to defer the Developer fee within the Application. As stated at Section Four A.9.c. of RFA 2013-003, the Corporation will allow up to 100 percent of the eligible Developer fee to be deferred and used as a source on the Development Cost Pro Forma without the requirement to show evidence of ability to fund.

Question 11:

Does the Per Unit Construction Funding Preference question 9.e., on page 35 of RFA 2013-003 apply to new construction only developments? It seems to me it has to do with Rehabilitation per unit cost, but wanted to be clear. If it doesn't apply, and there's no NA button, should it be left unanswered?

Answer:

In order to be considered for the funding preference, this question should be answered by all Applicants. The question at 9.e. of Exhibit A, "Does the proposed Development qualify for the Per Unit Construction Funding Preference, as outlined at Section Four A.9.e. of the RFA?", has a "yes" or "no" response. The instructions at Section Four A.9.e. of the RFA state that the following Applications will qualify for the Per Unit Construction Funding Preference: (a) Applications with a Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment (at question 4.c.(1) of Exhibit A), and (b) Applications with a Development Category of Rehabilitation or Acquisition and Rehabilitation (at question 4.c.(1) of Exhibit A) that reflect an amount of at least $40,000 per unit when the amount listed in the Total column of the Development Cost Pro Forma for the Development Cost line item A1.1 Actual Construction Cost is divided by the number of total units in the Development.

Question 12:

In the past, application rules required a Market Study to be provided with the completed application. We could not find a requirement this year in the RFA to submit the market study. Please advise if the market study is required to be submitted with the application, after notice of funding or not at all.

Answer:

If the question is referring to a market analysis demonstrating the need for elderly housing, which used to be required in the Universal Application Cycle, the answer is that no market analysis is required in any of the Geographic RFAs. If the question is referring to a market study demonstrating the need for the affordable housing proposed in the Applicant's Application, the answer is that a market study will be required, but only after the Applicant is invited to enter credit underwriting.

Questions and Answers for RFP 2013-003

AFFORDABLE HOUSING DEVELOPMENTS LOCATED IN BROWARD, MIAMI-DADE AND PALM BEACH COUNTIES

Question 13:

The final senior center list identifies a senior center that has recently relocated to another address. On the surveyor form, should the address identified on the final senior center list be used or should the actual location where the senior center is now located be used?

Answer:

The current physical location of the senior center should be reflected on the Surveyor Certification form, provided that the senior center listed on the Surveyor Certification form is the same senior center that is included on the senior center list. The Senior Center List currently posted to the FHFC website is final and no additional Centers will be added at this time.

Question 14:

Does the Corporation intend to issue an Applications Submitted List and a Ranking List as was the case in previous Universal Application Cycles? If so, when does FHFC plan to release those lists?

Answer:

The Corporation expects to make an Applications Submitted Report available on our website shortly after the Application Deadline. After Board approval of the Review Committee's recommendations, the Corporation will post a listing of the Applications deemed ineligible for funding and the Applications deemed eligible for funding, sorted in order from highest total score to lowest total score, applying the selection criteria.

Question 15:

In the Operating Pro forma section of the Application, the contingency reserve line item has now been moved to below the Development Cost summation. This change makes it appear that you can no longer use the contingency reserve amount when calculating maximum developer fee as you could in years past. However, the language under the rules 67-68 FAC has remained the same and states that you only subtract out land and developer fee when calculating maximum developer fee and then references back to the Development Cost line item in the application. Other areas of the RFA also reference using total development cost and simply subtracting out the developer fee and land when making the maximum developer fee calculation. Based on this ambiguity, which is the correct method to calculate the maximum developer fee?

Answer:

The maximum Developer fee for completing the Development Cost Pro Forma in a submission to this RFA is limited to 16 percent of Development Cost (Development Cost line item C. in the RFA 2013-003 Development Cost Pro Forma). For the purposes of the Application, Contingency Reserves (Development Cost line item E.) should not be included in calculating the maximum Developer fee.

Questions and Answers for RFP 2013-003

AFFORDABLE HOUSING DEVELOPMENTS LOCATED IN BROWARD, MIAMI-DADE AND PALM BEACH COUNTIES

Question 16:

What are the requirements for the Applicant to qualify for the Non-Profit administrative fee?

Answer:

The Non-Profit administrative fee is available only to Applicants that apply and qualify as a Non-Profit.

Question 17:

Is a 4 percent Housing Credit Application with a 2011 Florida Housing identification number considered funded in the 2011 Universal Application Cycle for the Multi-Phase questions in Section 9.a.(2) of the RFA?

Answer:

Yes, provided either of the following occurred: (i) the box at question 4.e.(3) of the 4 Percent HC County HFA Bonds Application Form, Rev. 2-11, was selected by the 4 Percent HC Applicant, or (ii) the answer "Yes" was selected at Part III.A.2.k.(1)(c) of the 2011 Supplemental MMRB Application submittal.

Question 18:

If sending multiple applications via FedEx for submission in response to RFA 2013-003, can a box contain multiple applications? Or does each individual application need to be in its individual delivery package?

Answer:

Each Application must be in its own sealed package.

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Please Note: **The Q&A process for RFA 2013-003 is concluded and no further Q&As will be issued regarding RFA 2013-003.**

Submitted by:

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