

STATE OF FLORIDA  
FLORIDA HOUSING FINANCE CORPORATION

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FLORIDA HOUSING  
FINANCE CORPORATION

WARLEY PARK, LTD,  
WARLEY PARK DEVELOPER, LLC,  
AND STEP UP DEVELOPER, LLC,  
Petitioners,

vs.

FHFC Case No, 2017-048BP  
APPLICATION NO: 2017-258CSN  
REQUEST FOR APPLICATIONS: 2017-103

FLORIDA HOUSING FINANCE  
CORPORATION,

Respondent.

**FORMAL WRITTEN PROTEST OF AWARD  
AND PETITION FOR ADMINISTRATIVE HEARING**

Pursuant to Sections 120.569 and 120.57(1)(h); 120.57(2) and (3), Florida Statutes (Fla. Stat.), and Chapter 28-110 and Rule 28-106.201, 28-106.301 and 67.48.005, Florida Administrative Code, (“Fla. Admin. Code”) Petitioners, Warley Park, Ltd, Warley Park Developer, LLC and Step Up Developer, LLC and (collectively, “Petitioners”), file this Formal Written Protest of Award and Petition for Administrative Hearing and state:

**Affected Agency**

1. The agency affected is the Florida Housing Finance Corporation (“Florida Housing”), 227 N. Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329. The telephone number is 850-488-4197.

**Petitioners**

2. Petitioners’ address is 1105 Kensington Park Drive, Suite 200, Altamonte Springs, Florida 32714. Petitioners’ telephone number is 407-333-3233. For purposes of this proceeding, Petitioners’ address is that of its undersigned counsel.

3. Petitioner Warley Park, Ltd is the Applicant entity of a proposed affordable housing development to be located in Seminole County, Application #2017-258CSN. Warley Park Developer, LLC and Step Up Developer, LLC are “Developer” entities as defined by Florida Housing in Rule 67-48.002(28), Fla. Admin. Code.

4. Petitioners are challenging the eligibility for funding under Request for Applications 2017-103 (the “RFA” or “RFA-2017-103”) through an administrative hearing before the Department of Administrative Hearing (“DOAH”) of the application of Northside Commons Residential, LLC’s (“Northside Commons”), Application #2017-254CSN and the application of Ability Londontowne, LLC’s (“Londontowne”) Application #2017-256CSN for their respective failure to meet the requirements for an award of Housing Credits and State Apartment Incentive Loan (SAIL) funding. There are no material facts at issue.

#### **Petitioners’ Counsel**

5. Counsel for Petitioners and Petitioners' address for this proceeding is:

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#### **Background**

1. Florida Housing administers various affordable housing programs including the Housing Credit (“HC” or “tax credit”) Program pursuant to Section 42 of the Internal Revenue Code (the “IRC” or “the Code”) and Section 420.5099, Fla. Stat., under which 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 IRC, and Chapters 67-48 and 67-60, Fla. Admin. Code. Florida Housing further administers the SAIL program pursuant to Section 420.5087, Fla. Stat. and Chapters 67-48 and 67-60, Fla. Admin. Code as well as the National Housing Trust Fund program (“NHTF”).

2. Florida Housing administers a competitive solicitation process to implement the provisions of the Housing Credit and SAIL programs under which developers apply for funding. Chapter 67-60, Fla. Admin. Code.

3. Florida Housing has established a competitive solicitation process known as the Request for Applications to assess the relative merits of proposed developments pursuant to Chapter 67-48 and 67-60, Fla. Admin. Code.

4. Rule 67-60.006, Fla. Admin. Code provides that “[t]he failure of an Applicant to supply required information in connection with any competitive solicitation pursuant to this rule chapter shall be grounds for a determination of nonresponsiveness with respect to its Application.”

5. Furthermore, by submitting an application, each applicant certifies that:

Proposed Developments funded under this RFA will be subject to the requirements of the RFA, the Application requirements outlined in Rule Chapter 67-60, F.A.C., the HC requirements outlined in Rule Chapter 67-48, F.A.C. and the Compliance requirements of Rule Chapter 67-53, F.A.C.

(RFA at p. 9).

6. On or about March 22, 2017, Florida Housing issued RFA 2017-103, Housing Credit and SAIL Financing to Develop Housing in Medium and Large Counties for Homeless Households and Persons with a Disabling Condition (“RFA”). The application deadline for the RFA was April 20, 2017 (“Application Deadline”).

7. The RFA sets out the information required to be provided by an applicant that includes a general description of the type of projects that will be considered eligible for funding and delineates the submission requirements. (RFA at pp. 2-45). On Page 44, the RFA sets forth

lists of mandatory “Eligibility Items” that must be included in an application. The RFA expressly provides that “[o]nly Applications that meet all of the ... Eligibility Items will be eligible for funding and considered for funding selection.” (RFA at pg. 43).

8. Among other things, the RFA requires the applicant to demonstrate that as of the Application Deadline water service is available to the entire proposed Development site evidenced by a properly completed “letter from the water service provider that is Development-specific and dated within 12 months of the Application Deadline.” (RFA at pg. 20).

9. The RFA also requires the applicant to demonstrate that as of the Application Deadline sewer service is available to the entire proposed Development site evidenced by a properly completed “letter from the waste treatment service provider that is Development-specific and dated within 12 months of the Application Deadline.” (RFA at pg. 20).

10. The RFA further requires that the applicant include within its application a valid Housing Credit Equity Proposal, evidenced by a properly completed commitment, term sheet or letter of intent to be considered for its source of equity. (RFA at p. 42).

11. The funding selection order is set forth in the RFA beginning on page 48.

12. Specifically, Florida Housing’s solicitation process for RFA 2017-103 is governed by the provisions in Rules 67-60.001 - .009, Fla. Admin. Code, and involves the following:

- a) Florida Housing publishes its competitive solicitation (RFA) in the Florida Administrative Register;
- b) applicants prepare and submit their response to the competitive solicitation;
- c) Florida Housing appoints a scoring committee to evaluate the applications;
- d) the scoring committee makes recommendations to Florida Housing’s Board, which are then voted on by the Board; and,
- e) applicants not selected for funding may protest the results of the competitive solicitation process.

### **Notice of Agency Action**

13. Petitioners received notice of Florida Housing's Final Agency Action entitled "RFA 2017-103 Recommendations" dated June 16, 2017 ("Corporation's Notice"), on or about June 16, 2017. (See attached Exhibit "A").

### **Notice of Protest**

14. On June 20, 2017, Petitioners timely filed their Notice of Protest which challenged the selection of the applications in the Corporation's Notice (See attached Exhibit "B").

15. Under Rule 67-48.005, F.A.C., and section 120.57(2), Fla. Stat., an applicant may petition for an informal hearing if the challenge does not involve disputed issues of material fact.

### **Substantial Interests**

16. Petitioners timely submitted an application in response to RFA 2017-103, Application # 2017-258CSN ("Application"). In their Application, Petitioners sought an allocation of \$1,510,000 in annual federal tax credits,<sup>1</sup> \$2,825,000 in SAIL funding and \$1,273,600

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<sup>1</sup> The United States Congress has created a program, governed by Section 42 of the IRC, by which federal income tax credits are allotted annually to each state on a per capita basis to help facilitate private development of affordable low-income housing for families. These tax credits entitle the holder to a dollar-for-dollar reduction in the holder's federal tax liability, which can be taken for up to ten years if the project continues to satisfy IRC requirements. The tax credits allocated annually to each state are awarded by state "housing credit agencies" to single-purpose applicant entities created by real estate developers to construct and operate specific multi-family housing projects. The applicant entity then sells this ten-year stream of tax credits, typically to a syndicator, with the sale proceeds generating much of the funding necessary for development and construction of the project. The equity produced by this sale of tax credits in turn reduces the amount of long-term debt required for the project, making it possible to operate the project at below-market-rate rents that are affordable to low-income and very-low-income tenants. Pursuant to section 420.5099, Fla. Stat., Florida Housing is the designated "housing credit agency" for the State of Florida and administers Florida's tax credit program under its Housing Credit Program ("HC Program"). Through the HC Program, Florida Housing allocates Florida's annual fixed pool of federal tax credits to developers of affordable housing.

in NHTF funding to help finance the development of their project, an 80-unit Garden Apartment complex.

17. Petitioners were scored as having satisfied all mandatory and eligibility requirements for funding and scored 112 out of 145 Total Points. Petitioners were assigned lottery number 5 as reflected in RFA 2017-103, All Applications Report. (See RFA 2017-103 All Applications Report, attached as Exhibit “C”).

18. Northside Commons Residential, LLC (“Northside Commons”) timely submitted an application in response to RFA 2017-103, Application #2017-254CSN. In its application, Northside Commons sought an allocation of \$2,110,000 in annual federal tax credits, \$4,000,000 in SAIL funding and \$1,545,600 in NHTF funding to help finance the development of its project, an 80-unit High Rise complex.

19. Northside Commons was scored as having satisfied all mandatory and eligibility requirements for funding; receiving a score of 128 out of 145 Total Points. Northside Commons was assigned lottery number 2 as reflected in the RFA 2017-103 All Applications Report. (See RFA 2017-103 All Applications Report, attached as Exhibit “C”).

20. On June 16, 2017, Florida Housing’s Board of Directors adopted the scoring committee’s recommendations and tentatively authorized the selection for funding of those applications identified in RFA 2017-103 Recommendations Report, which included Northside Commons. (See attached Exhibit “A”).

21. Ability Londontowne, LLC (“Londontowne”) timely submitted an application in response to RFA 2017-103, Application #2017-256CSN. In its application, Londontowne sought an allocation of \$1,780,000 in annual federal tax credits, \$4,000,000 in SAIL funding and \$1,414,400 in NHTF funding to help finance the development of its project, an 80-unit Garden Apartments complex.

22. Londontowne was scored as having satisfied all mandatory and eligibility requirements for funding; receiving a score of 127 out of 145 Total Points. Londontowne was assigned lottery number 3 as reflected in RFA 2017-103 All Applications Report. (See RFA 2017-103 All Applications Report, attached as Exhibit “C”).

23. On June 16, 2017, Florida Housing’s Board of Directors adopted the scoring committee’s recommendations and tentatively authorized the selection for funding of those applications identified in RFA 2017-103 Recommendations Report, which included Londontowne. (See attached Exhibit “A”).

24. Florida Housing incorrectly determined that Northside Commons and Londontowne satisfied RFA mandatory eligibility requirements and should not have selected Northside Commons and Londontowne for an allocation of Housing Credits, SAIL and NHTF funding.

25. Both Northside Commons and Londontowne failed to meet or satisfy the mandatory eligibility items required by the RFA and neither is entitled to the eligibility determinations, scoring, and preliminary ranking it received on its applications. Both should have been scored lower than Petitioners’ Application or should have been disqualified.

26. Petitioners have challenged and are seeking a determination that Florida Housing erred in the scoring, eligibility, and the decisions to award Housing Credits, SAIL and NHTF funding to Northside Commons and Londontowne. Petitioners are entitled to be ranked in the funded range and would have received an allocation of Housing Credits, SAIL and NHTF funding from RFA 2017-103 but for Florida Housing’s error in its scoring, eligibility, and the funding decision as to the Northside Commons or Londontowne application. The defects in each application will be addressed separately.

**Northside Commons**

**Miami-Dade Water and Sewer Service Letter**

27. Among the RFA mandatory eligibility requirements, the RFA requires an applicant to demonstrate that water and sewer services are available to the proposed Development site as evidenced by a properly completed letter from the water and waste treatment service provider that is Development-specific and dated within 12 months of the Application Deadline. (RFA at pg. 20).

28. To meet the mandatory service availability requirement, the RFA requires the applicant to demonstrate that water and sewer services are available to the Development site as of the Application Deadline. (RFA at pg. 20).

29. An applicant failing to demonstrate the availability of said services fails RFA eligibility requirements and cannot be selected for funding. (RFA at pg. 43, 44).

30. In an attempt to demonstrate water and sewer service availability, Northside Commons provided as Attachments 9 and 10 to its Application a letter from Miami-Dade County<sup>2</sup>. (See Miami-Dade County Water and Sewer Letter (“Letter”) attached as Exhibit “D”). The Letter was dated December 12, 2016. As evidenced on the face of the letter, it was valid for 30 days from the date of issuance and it expired on January 11, 2017. As previously noted, the Application Deadline was April 20, 2017. The Letter fails to show water and sewer availability as of the Application Deadline.

31. In light of the forgoing defects in Northside Commons’ Application, Florida Housing erred in scoring Northside Commons eligible for an award of funding and in selecting Northside Commons for funding.

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<sup>2</sup> An applicant is to show evidence of water availability at attachment 9 and sewer availability at attachment 10. In this case, the letter from Miami-Dade is identical and Northside Commons inserted the letter behind Attachment 9 and 10 respectively.



**Londontowne**

**Housing Credit Request and Housing Credit Equity Proposal**

32. The RFA requires that an applicant state the amount of Housing Credits it is requesting. “Any Housing Credit equity proposal provided as an attachment to the RFA must reflect the Eligible Housing Credit Request Amount, as further described in item 14.f.(2) below.” (RFA at pg. 34).

33. The RFA requires that in order to be considered a source of equity funding the applicant must include within its application a valid Housing Credit Equity Proposal, evidenced by providing a properly completed commitment, term sheet or letter of intent. (RFA at pg. 42).

34. The RFA requires as a mandatory element that the applicant include a Development Cost Pro Forma demonstrating that its sources of equity equal or exceed its uses. (RFA at pg. 45). An improperly completed or invalid equity proposal may not be considered a source of equity. If an equity source is invalid, the Development Cost Pro Forma will reflect a funding shortfall as funding sources will not exceed the uses. If funding sources fail to exceed uses, an applicant is not eligible for funding and may not be considered for funding selection. (RFA at pgs. 43, 45).

35. Londontowne included at Attachment 15 to its application an equity proposal from National Equity Fund. (National Equity Fund equity proposal (“Equity Letter”) attached as Exhibit “E”)

36. Londontowne was required to comply with the terms of the Equity Letter in order for the proposal to be considered valid. In fact, the Londontowne’s Equity Letter states that “[a]s a preliminary matter, the terms of this Letter are based on certain assumptions provided by the Applicant. Changes in those assumptions may result in changes to the terms of our proposed investment.”

37. One of the express requirements contained in the Equity Letter is that: “The annual amount of Low-Income Housing Tax Credits that the Applicant **will** apply for and anticipates will be allocated to the Partnership is \$2,110,000 in annual credits (\$21,100,000 for a 10-year period).” (Emphasis added).

38. All of the following elements of the Application are predicated and conditioned upon Londontowne applying for \$2,110,000 in annual housing credits: the dollar values assigned to the amount of housing credits purchased; the equity proceeds provided by the equity investor; the equity proceeds pay-in schedule; and, the total amount of equity being provided during construction.

39. Londontowne did not apply for \$2,110,000 in equity funding and instead applied for \$1,780,000 in annual Low-Income Housing Tax Credits (Londontowne Application, at pg. 34).

40. The Equity Letter proposal was predicated upon the condition precedent that Londontowne would apply for and if awarded Low-Income Housing Credits would have \$2,110,000 in credits to sell.

41. In light of the fact that Londontowne applied for \$330,000 less in annual Low-Income Housing Tax Credits to sell than what was indicated in the Equity Letter, Londontowne breached a material condition precedent by reducing the consideration for the issuance of an equity commitment by \$3,300,000 over the life of the commitment.

42. As a result of Londontowne’s breach of a material precondition, it was in default of the conditions of its Equity Letter and thereby failed to provide a valid equity proposal. As a result, the Development’s Cost Pro Forma reflects a funding shortfall as sources do not exceed uses.

43. Accordingly, Londontowne's Application should have been scored as ineligible since Londontowne failed to meet the requirements of a mandatory eligibility condition for funding.

**Undisputed Material Fact and Issues of Law**

44. There is no issue of material fact at issue only the application of the law to those matters pled in this petition, and include but are not limited to the following:

a) Whether the correct eligibility determinations have been made for Northside Commons and Londontowne based upon the provisions of the RFA;

b) Whether the preliminary rankings properly support the eligibility of determinations of applicants for funding in accordance with the standards and provisions of the RFA;

c) Whether the RFA's criteria for determining eligibility, ranking and evaluation of proposals were properly applied;

d) Whether the correct allocation of the tax credits, SAIL and NHTF funding determinations have been made to Northside Commons and Londontowne consistent with the requirements for the competitive procurement process in the RFA and Florida Housing's rules and governing statutes;

e) Whether the criteria and procedures followed in reaching the proposed allocation of the tax credits, SAIL and NHTF funding to Northside Commons and Londontowne are arbitrary, capricious, contrary to competition, contrary to the RFA requirements, or are contrary to prior Florida Housing interpretations of the applicable statutes and administrative rules;

f) Whether the rankings and proposed awards are consistent with fair and open competition for the allocation of tax credits, SAIL and NHTF funding;

g) Whether the rankings and proposed awards are based upon clearly erroneous or capricious eligibility determinations, scoring or ranking;

h) Whether the proposed awards improperly incorporate new policies and interpretations that impermissibly deviate from the RFA specifications, existing rules or prior Florida Housing interpretations and precedents;

i) Whether Northside Commons' Application should be deemed ineligible under the RFA as a result of its failure to satisfy the RFA requirements demonstrating the availability of water as of the Application Deadline;

j) Whether Northside Commons' Application should be deemed ineligible under the RFA as a result of its failure to satisfy the RFA requirements demonstrating the availability of sewage service as of the Application Deadline;

k) Whether Londontowne's equity proposal is valid; and

l) Such other issues as may be revealed during the protest process.

45. Petitioners reserve the right to seek leave to amend this Petition to include additional material facts and issues of law that may become known through discovery.

#### **Statement of Ultimate Facts and Law**

46. As a matter of ultimate fact and law Northside Commons and Londontowne failed to complete their applications in accordance with the competitive solicitation; their applications were not responsive to and failed to comply with RFA 2017-103; and, therefore, their applications should not have been considered for funding or scored as being eligible applications.

47. As a matter of ultimate fact and law Florida Housing erred in concluding that the Northside Commons' and Londontowne's applications were completed in accordance with the competitive solicitation; were responsive to RFA 2017-103 and, were eligible for funding under RFA 2017-103.

48. As a matter of ultimate fact and law Florida Housing erred in scoring Northside Commons' and Londontowne's Applications as having satisfied all mandatory element requirements as of the Application Deadline.

49. As a matter of ultimate fact and law, Florida Housing incorrectly determined that Northside Commons and Londontowne were eligible for an allocation of housing credits, SAIL and NHTF funding.

50. As a matter of ultimate fact and law, Petitioners would have been entitled to an allocation of its requested tax credits, SAIL and NHTF funding but for the errors in scoring either the application of Northside Commons or Londontowne or both.

#### **Statutes and Rules**

Statutes and rules governing this proceeding are Sections 120.569 and 120.57(1)(h); 120.57(2) and (3), and Chapter 420, Fla. Stat., and Chapters 28-106, 67-48 and 67-40, Fla. Admin. Code.

**WHEREFORE**, Petitioners request that:

A. An informal administrative hearing be conducted pursuant to Section 120.57(2), Fla. Stat. (2007), to review Florida Housing's scoring determination as they affect Petitioners, Warley Park, Ltd, and Warley Park Developer, LLC Application;

B. The Administrative Law Judge enter a Recommended Order determining that:

- 1) Northside Commons and Londontowne failed to properly complete their applications in accordance with the competitive solicitation; that their applications were non-responsive to and failed to comply with RFA 2017-103; and that their applications should not have been considered for funding or scored as having satisfied mandatory eligibility or total point requirements as prescribed by RFA 2017-103;
- 2) Florida Housing erred in determining that the applications submitted by Northside Commons and Londontowne were completed in accordance with the competitive solicitation;

3) Florida Housing erred in determining that the applications submitted by Northside Commons and Londontowne were responsive to RFA 2017-103;

4) Florida Housing erred in determining that the Northside Commons and Londontowne applications were eligible for funding under RFA 2017-103;

C. The Administrative Law Judge enter a Recommended Order recommending that Florida Housing award Petitioners their requested allocation of tax credits, SAIL and NHTF funding;

D. Florida Housing enter a Final Order awarding Petitioners their requested allocation of tax credits, SAIL and NHTF funding; and,

E. Petitioners be granted such other relief as may be deemed appropriate.

Respectfully submitted this 30th day of June, 2017.

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#### **CERTIFICATE OF SERVICE**

I certify that the original of the foregoing has been filed by electronic mail and Hand Delivery to the Corporation Clerk, Florida Housing Finance Corporation, 227 N. Bronough Street, Suite 5000, Tallahassee, Florida 32301 ([CorporationClerk@floridahousing.org](mailto:CorporationClerk@floridahousing.org)) and a copy

furnished via email and Hand Delivery to Hugh Brown, Esq., General Counsel, Florida Housing Finance Corporation, 227 N. Bronough Street, Suite 5000, Tallahassee, Florida 32301 ([Hugh.Brown@floridahousing.org](mailto:Hugh.Brown@floridahousing.org)) this 30th day of June, 2017.



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Michael G. Maida, Esq.

RFA 2017-103 Recommendations

Total HC Available for RFA	6,075,000
Total HC Allocated	5,400,000
Total HC Remaining	675,000
Total SAIL Available for RFA	11,500,000
Total SAIL Allocated	11,500,000
Total SAIL Remaining	-

NHTF Funding will be 100% allocated in accordance with Exhibit E

Application Number	Name of Development	County	County Size	Region	Name of Contact Person	Name of Developers	HC Request Amount	SAIL Request Amount	NHTF Funding Amount	Eligible For Funding?	Total Points	Managing Permanent Supportive Housing Experience Points	Leveraging Classification	Qualifying Financial Assistance Preference	Florida Job Creation Preference	Lottery Number
<b>North Florida Region Funding Goal</b>																
2017-256CSN	LONDONTOWNE LANE PROJECT	Duval	L	North Florida	JENNA L EMMONS	ABILITY HOUSING, INC.;	1,780,000	4,000,000	1,414,400	Y	127	38	A	\$ -	Y	3
<b>South Florida Region Funding Goal</b>																
2017-254CSN	Northside Commons	Miami-Dade	L	South Florida	Stephanie Berman	Carfour Supportive Housing, Inc.; QM Northside Commons Dev, LLC	2,110,000	4,000,000	1,545,600	Y	128	38	B	\$ -	Y	2
<b>Remaining Funding</b>																
2017-255CSN	Arbor Village	Sarasota	M	Tampa Bay	Shawn Wilson	Blue Sky Communities III, LLC; CASL Developer, LLC	1,510,000	3,500,000	1,350,400	Y	114	32	A	\$ -	Y	1

On June 16, 2017, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion and staff recommendation to select the above Applications for funding and invite the Applicant 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 67-60.005, 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.

Exhibit A



# Michael G. Maida, P.A.

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Civil Circuit Mediator

FOR TELEPHONE (850)425-8124  
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June 20, 2017

Via Hand Delivery  
Via Electronic Mail: [CorporationClerk@floridahousing.org](mailto:CorporationClerk@floridahousing.org)

Ms. Kate Flemming  
Corporation Clerk  
Florida Housing Finance Corporation  
227 N. Bronough St., Ste. 5000  
Tallahassee, FL 32301

RE: RFA 2017-103 Housing Credit and SAIL Financing  
To Develop Housing in Medium and Large Counties  
For Homeless Households and Persons with a Disabling Condition

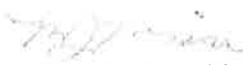
Dear Ms. Flemming:

On behalf of Applicant Warley Park, Ltd, Application No. 2017-258CSN ("Warley Park") and developers Warley Park Developer, LLC and Step Up Developer, LLC, (collectively referred to as "Warley Park Developer"), this letter constitutes a Notice of Protest ("Notice") filed pursuant to sections 120.569 and 120.57(3), Florida Statutes, Rules 28-110 and 67-60.009, Florida Administrative Code and the RFA. Warley Park and Warley Park Developer protest Florida Housing Finance Corporation's ("Corporation") intended decision with respect to the scoring, ranking and selection of applications in the RFA, including but not limited to those applications selected for funding as identified in the notice of intended decision attached as Exhibit "A."

This Notice is being filed within 72 hours (not including weekends) of the posting of the notice of intended decision on the Corporation's website on Friday June 16, 2017 at 11:15 a.m. Warley Park and Warley Park Developer reserve the right to file a formal written protest within (10) days of the filing of this Notice pursuant to section 120.57(3), Florida Statutes. This Notice is being filed to, among other matters, preserve their ability to initiate or intervene in proceedings that may impact that scoring, ranking and funding determination.

Please acknowledge receipt of this filing by stamping the date and time on the enclosed copy of this letter.

Sincerely,

  
Michael G. Maida  
Michael G. Maida, P.A.

MGM/sem  
Attachment

Exhibit B

RFA 2017-103 Recommendations

Total HC Available for RFA	6,075,000
Total HC Allocated	5,400,000
Total HC Remaining	675,000
Total SAIL Available for RFA	11,500,000
Total SAIL Allocated	11,500,000
Total SAIL Remaining	-

NHTF Funding will be 100% allocated in accordance with Exhibit E

Application Number	Name of Development	County	County Seat	Region	Name of Contact Person	Name of Developers	HC Request Amount	SAIL Request Amount	NHTF Funding Amount	Eligible For Funding?	Total Points	Managing Permanent Supportive Housing Experience Points	Leveraging Classification	Qualifying Financial Assistance Preference	Funds Job Creation Preference	Lottery Number
<b>North Florida Region Funding Goal</b>																
2017-256CSN	DONKOWNE LARK PROJECT	Duval	L	North Florida	JEMAL L EMASONS	ABILITY HOUSING, INC.	1,780,000	4,000,000	1,414,400	Y	127	38	A	S	Y	3
<b>South Florida Region Funding Goal</b>																
2017-254CSN	Northside Commons	Miami-Dade	L	South Florida	Veronique Berman	Cardour Supportive Housing, Inc., GM Northside Commons Dev, LLC	2,110,000	8,000,000	1,545,600	Y	126	38	B	S	Y	2
<b>Remaining Funding</b>																
2017-255CSN	Arena Village	Sarasota	M	Tampa Bay	Alyson Wilson	Blue Sky Communities II, LLC, CB&I Development, LLC	1,510,000	3,500,000	1,350,000	Y	114	32	A	S	Y	1

On June 16, 2017, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion and staff recommendation to select the above Applications for funding and invite the Applicant to enter credit underwriting. Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 226.57(3), Fla. Stat., Rule Chapter 28.110, F.A.C., and Rule 61-60.009, F.A.C. Failure to file a protest within the time prescribed in Section 226.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 130, Fla. Stat.

Exhibit A

RFA 2017-103 All Applications

Application Number	Name of Development	County	County Size	Region	Name of Contact Person	Name of Developers	HC Request Amount	SAIL Request Amount	NHTF Funding Amount	Eligible For Funding?	Total Points	Managing Permanent Supportive Housing Experience Points	Total Corp Funding Per Set-Aside	Leveraging Classification	Qualifying Financial Assistance Preference	Florida Job Creation Preference	Lottery Number
2017-254CSN	Northside Commons	Miami-Dade	L	South Florida	Stephanie Berman	Cartfour Supportive Housing, Inc.; GM Northside Commons Dev, LLC	2,110,000	4,000,000	1,545,600	Y	128	38	287,375.00	B	\$ -	Y	2
2017-255CSN	Arbor Village	Sarasota	M	Tampa Bay	Shawn Wilson	Blue Sky Communities III, LLC; CASI Developer, LLC	1,510,000	3,500,000	1,350,400	Y	114	32	213,625.00	A	\$ -	Y	1
2017-256CSN	LONDONTOWNE LANE PROJECT	Duval	L	North Florida	JENNA L EMMONS	ABILITY HOUSING, INC.;	1,780,000	4,000,000	1,414,400	Y	127	38	250,250.00	A	\$ -	Y	3
2017-257CSN	Jersey Gardens	Polk	M	Central Florida	Oscar A. Sol	Jersey Gardens Dev, LLC; ACTS Jersey Gardens, LLC	1,510,000	3,500,000	1,145,600	Y	110	28	203,462.38	A	\$ -	Y	4
2017-258CSN	Warley Park	Seminole	M	Central Florida	Jonathan L Wolf	Warley Park Developer, LLC; Step Up Developer, LLC	1,510,000	2,825,000	1,273,600	Y	112	35	205,187.50	A	\$ -	Y	5

On June 16, 2017, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion to adopt the scoring results above.

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.

Exhibit C



miamidade.gov

Water and Sewer  
PO Box 330316 • 3071 SW 33 Avenue  
Miami, Florida 33233-0316  
T 305-665-7471

December 12, 2016

Northside Commons LTD  
347 N New River Drive E, Suite 2705  
Fort Lauderdale, FL 33301

Re: Water and Sewer Availability for (16-344301) for "Northside Commons", construction and connection of 108 apartments, located at 8301 NW 27th Avenue, Miami Dade County, Florida, Folio #30-3110-000-0210.

Ladies and Gentlemen:

This letter is in response to your inquiry regarding water and sewer availability to the above-referenced property for the construction and connection of one hundred eight (108) apartments.

The developer shall connect to the existing sixteen (16) inch water main in N.W. 27 Avenue, south of N.W. 82 Street, and extend a sixteen (16) inch water main northerly in N.W. 27 Avenue to N.W. 82 Street, interconnecting to an existing sixteen (16) inch water main in an easement along the west side of N.W. 27 Avenue. The developer shall also connect to an existing sixteen (16) inch water main in an easement along N.W. 27 Avenue at N.W. 82 Street and extend a sixteen (16) inch water main northerly in N.W. 27 Avenue to the northwestern corner of the property. Also, the developer shall connect to the aforesaid proposed sixteen (16) inch water main in N.W. 27 Avenue at N.W. 83 Street and extend a twelve (12) inch water main easterly in N.W. 83 Street to the southeastern corner of the property, fully abutting/covering the property's frontage along N.W. 83 Street, interconnecting to an existing eight (8) inch water main at that location. The developer shall cut, plug and abandon the eight (8) inch water main along the aforesaid proposed twelve (12) inch water main in N.W. 83 Street. There will be no public water main nor public water main extension within the property.

For sewer service, the developer shall install a private sewer pump station, as long as all legal requirements are met. The developer shall connect to an existing eight (8) inch sewer force main located in N.W. 23 Avenue at N.W. 82 Street and extend an eight (8) inch sewer force main westerly in N.W. 82 Street to N.W. 25 Avenue, then northerly in N.W. 25 Avenue, then westerly in N.W. 83 Street to a point as required to provide service to the property. Then, the developer shall extend a six (6) inch force main (service line) perpendicular from the aforesaid proposed eight (8) inch sewer force main to the property. Other points of connection may be established subject to approval of the Department.

Construction connection charges and connection charges shall be determined once the developer enters into an agreement for water and sewer service, provided the Department is able to offer those services at the time of the developer's request. Information concerning the estimated cost of facilities must be obtained from a consulting engineer. All costs of engineering and construction will be the responsibility of the developer. Easements must be provided covering any on-site facilities that will be owned and operated by the Department.

Exhibit D

Please be advised that the right to connect the referenced property to the Department's sewer system is subject to the terms, covenants and conditions set forth in court orders, judgments, consent orders, consent decrees and the like entered into between the County and the United States, the State of Florida and/or any other governmental entity, including but not limited to, the Consent Decree entered on April 9, 2014, in the United States of America, State of Florida and State of Florida Department of Environmental Protection v. Miami-Dade County, Case No. 1:12-cv-24400-FAM, as well as all other current, subsequent or future enforcement and regulatory actions and proceedings.

This letter is for informational purposes only and conditions remain in effect for thirty (30) days from the date of this letter. Nothing contained in this letter provides the developer with any vested rights to receive water and/or sewer service. The availability of water and/or sewer service is subject to the approval of all applicable governmental agencies having jurisdiction over these matters. When development plans for the subject property are finalized, and upon the developer's request, we will be pleased to prepare an agreement for service, provided the Department is able to offer those services at the time of the developer's request. The agreement will detail requirements for off-site and on-site facilities, if any, points of connection, connection charges, capacity reservation and all other terms and conditions necessary for service in accordance with the Department's rules and regulations.

If we can be of further assistance in this matter, please contact us.

Very truly yours,



**Nora Palou, MPA, PMP®**  
New Business Contract Officer



April 14, 2017

Ms. Shannon Nazworth  
Executive Director  
Ability Housing, Inc  
76 South Laura Street, Suite 303  
Jacksonville, Florida 32202

Re: **Londontowne Lane Project** (the "Project")  
Ability Londontowne, LLC (the "Applicant")  
6549 Londontowne Lane, Jacksonville, FL 32210

Dear Ms. Nazworth:

The National Equity Fund, Inc. ("NEF"), an affiliate of the Local Initiatives Support Corporation (LISC), invests through our affiliate, NEF Assignment Corporation ("Assignment Corporation"), by purchasing a 99.99% interest in the limited liability company formed to own and operate the Project. When we refer to "NEF," we mean National Equity Fund, Inc. and its affiliates, including without limitation Assignment Corporation. As a preliminary matter, I will note that the terms of this Letter are based on certain assumptions provided by the Applicant. Changes in those assumptions may result in changes to the terms of our proposed investment.

NEF hereby provides its commitment to acquire a 99.99% limited partner interest, and provide equity proceeds for the purchase of housing credits and project tax benefits, in Ability Londontowne, LLC (the "Applicant"), which will own the Project described above in accordance with the following:

1. **The Project:** The Londontowne Lane Project located at 6549 Londontowne Lane, Jacksonville, Florida 32210 is the new construction of 80 units of affordable and supportive rental housing on 5.5 acres in the Hyde Park neighborhood. The units will be a mix of one-, two- and three-bedroom apartments. All units will be affordable to households with incomes at or below 60% of AMI, with 10% (8 units) set aside for Extremely Low Income households with incomes at or below 33% of AMI, and eight units set aside for households with incomes at or below 22% of AMI (NHTF units.) In

Exhibit E

addition, 50% of the units will be set aside for persons who meet the State's definition of homeless and 50% will be set aside for Persons with a Disabling Condition as defined by the State.

2. Beneficiary of Equity Proceeds Paid by Investor: The Applicant is the beneficiary of the equity proceeds provided by Investor.
3. Percentage of Anticipated Amount of Credits Allocations Being Purchased: The percentage of the anticipated amount of housing credits being purchased by the Investor is 99.99%.
4. Applicant's Expected Housing Credit Request Amount: The annual amount of Low-Income Housing Tax Credits that the Applicant will apply for and anticipates will be allocated to the Partnership is \$2,110,000 in annual credits (\$21,100,000 for 10-year period.)
5. Anticipated Dollar Amount of Housing Credit Allocation Purchased by Investor: \$18,777,122 (\$18,779,000 total credits x 99.99% purchased by Investor.)
6. Price Paid for Housing Credits by Investor: \$0.89 for each Housing Credit purchased by Investor.
7. Total Equity Proceeds Provided by Investor: \$18,777,122
8. Equity Proceeds Pay-In Schedule: The Investor will make an equity contribution to the Applicant in accordance with the following schedule:

15%	\$2,816,568	Closing
10%	\$1,877,712	50% Construction Completion
15%	\$2,816,568	Construction Completion
60%	<u>\$11,266,274</u>	QO/Stabilization
TOTAL	\$18,777,122	Total Amount of Equity Being Provided
9. Total Amount of Equity Being Provided Prior to Construction Completion: The total amount of equity paid prior to the completion of construction is \$4,694,280.
10. Equity Investor Fees: NEF will charge the Company \$55,000 for legal fees, and other closing costs inclusive of the NEF tax opinion. NEF may require a third-party construction inspector to provide monthly reports to us, but will waive this if monthly reports are shared by the construction lender.
11. Commitment Expiration: This commitment shall not expire prior to

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Londontowne Lane Project  
April 14, 2017  
Page 3

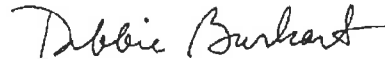
December 31, 2017.

12. Guaranties and Adjusters: Ability Housing, Inc., the Guarantor, will guaranty full performance of all of the Manager's obligations under the Operating Agreement, including development completion, operating deficits, and repurchase of NEF's interest if the Project fails to meet basic tax credit benchmarks. The Project's partnership agreement will include adjusters to the Investor's capital contributions if the Project does not deliver the agreed upon amounts of total projected tax credits or projected first-year credits.

A final determination of our investment will depend upon confirmation of the Project's assumptions; a full underwriting of the Project, the development team and their financial statements; the review of plans and specifications; the commitment for all other sources of financing; the development schedule; review of due diligence materials; successful negotiation of the operating agreement and approval by our Investment Committee and by the Investor(s).

We look forward to working with you to create affordable permanent supportive housing. If you have any questions, please contact me at 312-543-9584.

Sincerely,



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Debbie Burkart  
National Vice President, Supportive Housing



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Londontowne Lane Project  
April 14, 2017  
Page 4

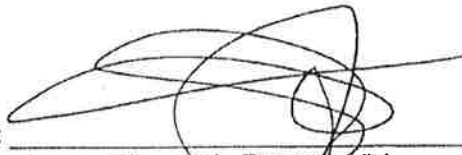
Acceptance of this Commitment Letter:

Ability Londontowne, LLC

By: Ability Londontowne MM, LLC, its managing member

By: Ability Housing, Inc., its sole member

By:



Shannon Nazworth, Executive Director