

**STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION**

SOUTHPORT DEVELOPMENT, INC.,
d/b/a SOUTHPORT DEVELOPMENT
SERVICES, INC., AND GARDEN TRAIL
APARTMENTS 2013, LLC,

Petitioners,

vs.

DOAH Case No. 14-0240BID
FHFC Case No. 2013-039BP

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent,

and

LINGO COVE PARTNERS LTD., AND
URBAN EDGE PARTNERS II, LTD.,

Intervenors.

PEYTON RIDGE COMMUNITY, LTD.,

Petitioner,

vs.

DOAH Case No. 14-241BID
FHFC Case No. 2013-040BP

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent,

and

LINGO COVE PARTNERS LTD., AND
URBAN EDGE PARTNERS II, LTD.,

Intervenors.

HTG HILLSBOROUGH 1, LLC,

Petitioner,

vs.

DOAH Case No. 14-0243BID
FHFC Case No. 2013-045BP

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent,

and

LINGO COVE PARTNERS LTD.,
URBAN EDGE PARTNERS II, LTD.,
AND BLUE HC 54, LLC,

Intervenors.

_____/

HTG PINELLAS 2, LLC,

Petitioner,

vs.

DOAH Case No. 14-0244
FHFC Case No.2013-046BP

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent,

and

LINGO COVE PARTNERS LTD., AND
URBAN EDGE PARTNERS II, LTD.,

Intervenors.

_____/

FINAL ORDER

This cause came before the Board of Directors of the Florida Housing Finance Corporation (“Board”) for consideration and final agency action on March 14, 2014.

The matter for consideration before this Board is a Consent Agreement entered into

by the above-named Petitioners and Intervenors (collectively, the “Parties”) in this consolidated litigation. After a review of the record and otherwise being fully advised in these proceedings, this Board finds:

The above named Parties timely submitted responses to RFA 2013-02 for housing developments located in Duval, Hillsborough, Orange and Pinellas Counties (the “RFA”) seeking allocations of low income housing tax credits to help fund their respective proposed developments.

On December 13, 2013, the Board accepted the recommendations of a staff review committee assigned to evaluate the RFA Applications, and notified Petitioners and other interested parties of the Board’s intended decision to tentatively award an allocations of low-income tax housing tax credits (“Housing Credits”) to selected proposed developments. Staff then provided all Applicants with a Notice of Rights pursuant to Sections 120.569, Fla. Stat. (2013).

Following the Board’s approval of the staff recommendations, Southport Development Inc., d/b/a Southport Development Services, Inc., and Garden Trail Apartments 2013, LLC (Collectively, “Southport”), HTG Pinellas 2, LLC and HTG Hillsborough 1, LLC (Collectively, “HTG”), and Peyton Ridge Community, LTD (“Peyton Ridge”) filed petitions for administrative hearings (the “Petitions”) challenging the scoring of various Applications submitted in response to the RFA.

Subsequently, Lingo Cove Partners Ltd., Urban Edge Partners II, Ltd., Blue HC 54, LLC, intervened in the various cases resulting from the Petitions.

After reviewing the Petitions, Florida Housing determined that the allegations included disputed issues of material fact, and forwarded the Petitions to the Division of Administrative Hearings for a formal hearing pursuant to Section 120.57(1), Fla. Stat. (2013). The cases were subsequently consolidated, and a formal hearing was scheduled for February 10-11, 2014.

Following the withdrawal of two of the Applications challenged in the Petitions, Nos. 2014-101C (“Eagle Ridge”) and 2014-129C (“Senior Citizens Village”), the Parties agreed to enter into a Consent Agreement to resolve their respective issues without the uncertainty and expense of a final hearing, and agreed to present this Consent Agreement to the Board at its March 14, 2014 meeting. A copy of this executed Consent Agreement is attached hereto as Exhibit A. The Parties then filed a Consented Joint Motion to Relinquish Jurisdiction with the Administrative Law Judge on February 5, 2014. This Motion was granted and the Administrative Law Judge issued an Order Closing File on February 5, 2014, canceling the final hearing returning jurisdiction to Florida Housing Finance Corporation (“Florida Housing”).

This Consent Agreement preserves the scoring results and recommendations of the Review Committee that were adopted by the Board on December 13, 2013 meeting, and recommends funding to the eligible Applications, as adjusted for the effects of the withdrawal of the two challenged Applications. The Consent Agreement further provides that all Petitioners will dismiss their Petitions within three business days of the issuance of this Final Order, that the execution of the Consent Agreement does not constitute an admission by any Party, and that each Party is responsible for its own attorney fees and costs incurred in the course of this consolidated litigation.

RULING ON THE CONSENT AGREEMENT

The Board approves the provisions and recommendations for funding as set forth in the attached Consent Agreement.

ORDER

In accordance with the foregoing, it is hereby found and ordered that the provisions and recommendations for funding set forth in the Consent Agreement are adopted and incorporated by reference as though fully set forth in this Order.

Accordingly, it is found and **ORDERED** that funding is recommended to the Applicants as set forth in paragraph 5 of the Consent Agreement.

DONE and ORDERED this 14th day of March, 2014.



FLORIDA HOUSING FINANCE CORPORATION

By: 
Chair

Copies to:

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NOTICE OF RIGHT TO JUDICIAL REVIEW

A PARTY WHO IS ADVERSELY AFFECTED BY THIS FINAL ORDER IS ENTITLED TO JUDICIAL REVIEW PURSUANT TO SECTION 120.68, FLORIDA STATUTES. REVIEW PROCEEDINGS ARE GOVERNED BY THE FLORIDA RULES OF APPELLATE PROCEDURE. SUCH PROCEEDINGS ARE COMMENCED BY FILING ONE COPY OF A NOTICE OF APPEAL WITH THE AGENCY CLERK OF THE FLORIDA HOUSING FINANCE CORPORATION, 227 NORTH BRONOUGH STREET, SUITE 5000, TALLAHASSEE, FLORIDA 32301-1329, AND A SECOND COPY, ACCOMPANIED BY THE FILING FEES PRESCRIBED BY LAW, WITH THE DISTRICT COURT OF APPEAL, FIRST DISTRICT, 2000 DRAYTON DRIVE, TALLAHASSEE, FLORIDA 32399-0950, OR IN THE DISTRICT COURT OF APPEAL IN THE APPELLATE DISTRICT WHERE THE PARTY RESIDES. THE NOTICE OF APPEAL MUST BE FILED WITHIN THIRTY (30) DAYS OF RENDITION OF THE ORDER TO BE REVIEWED.

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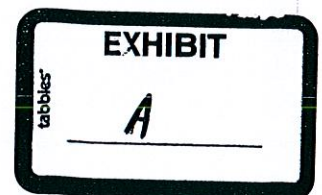
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CONSENT AGREEMENT

Southport Development Inc., d/b/a Southport Development Services, Inc., and Garden Trail Apartments 2013, LLC (Collectively, "Southport"), HTG Pinellas 2, LLC and HTG Hillsborough 1, LLC (Collectively, "HTG"), Peyton Ridge Community, LTD ("Peyton Ridge") Lingo Cove Partners Ltd., Urban Edge Partners II, Ltd., Senior Citizen Preservation Associates,

Ltd., and the Florida Housing Finance Corporation (“FHFC” or “the Corporation”) (hereinafter each referred to individually as a “Party” or collectively as the “Parties”), by and through its undersigned counsel, do hereby enter into this consent agreement (“Agreement”) and agree as follows:

1. Southport, HTG and Peyton Ridge filed petitions for administrative hearing challenging the proposed agency action of the FHFC pertaining to the Corporation’s issuance of recommended awards of housing credits as part of its RFA 2013-002 for housing developments located in Duval, Hillsborough, Orange and Pinellas Counties (each a “Petition” or collectively their “Petitions”).

2. The Petitions were transferred by the Corporation to the Florida Division of Administrative Hearings (“DOAH”) and were assigned DOAH Case Nos. 14-0240BID, 14-0241BID, 14-0243BID, and 14-0244BID. An Administrative Law Judge was assigned to hear the Petitions, and the final hearing was scheduled for February 10-11, 2014

3. After the filing of the Petitions, two Applications that were the subject of pending challenges at DOAH, Application Nos. 2014-101C (“Eagle Ridge”) and 2014-129C (“Senior Citizens Village”), were withdrawn, thereby presenting the Parties with the opportunity to avoid the uncertainty and expense of a final hearing and thereby allowing the Board of Directors of the Corporation (the “Board”) to take final action with respect to RFA 2013-002 at its next-scheduled Board meeting on March 14, 2014.

4. The Parties filed a Consented Joint Motion to Relinquish Jurisdiction with the Administrative Law Judge on February 5, 2014. This Motion was granted and the Administrative Law Judge issued an Order Closing File on February 5, 2014, cancelling the final hearing and

returning jurisdiction to the Corporation. This Order Closing File is attached hereto as Exhibit "A".

5. Corporation staff will present to the Board, at its March 14, 2014 meeting, or as soon after as possible, the following recommendation for formal Board approval of Applications recommended for funding under RFA 2013-002 and invitation to credit underwriting.

Total Allocation \$7,898,649

Development	Amount	Remaining Allocation Available
Lexington Court	\$2,110,000	\$5,788,649
Whispering Palms	\$947,486	\$4,841,163
Peyton	\$850,000*	\$3,991,163
Flamingo West	\$680,000	\$3,311,163
Lingo Cove	\$1,815,156	\$1,496,007
Urban Landings	\$616,041	\$879,966
Parkside	\$820,000	\$59,966*

* Peyton Ridge gets binding forward allocation of low income housing tax credits for the balance of their request amount. Upon the funding of Parkside Commons, the remaining balance of available Housing Credit Allocation of \$59,966 will be distributed to Peyton Ridge to reduce

the amount of the binding commitment for future Housing Credit Allocation, raising the current amount of their Allocation to \$909,966 and disposing of all remaining Allocation available under the RFA.

6. Funding that becomes available after Board approval of these Applications due to the withdrawal of an Application, an Applicant declining its invitation to enter credit underwriting or the Applicant's inability to satisfy a requirement outlined in the RFA and/or Rule Chapter 67-48, F.A.C., will be distributed to the highest scoring eligible unfunded Application located in the same county as the Development that returned the funding regardless of the Funding Test. If there is not enough funding available to fully fund this Application, it will not be entitled to receive a Binding Commitment for the unfunded balance, nor will it be permitted to alter the number of units or set-aside percentages to which the Applicant committed in its Application.

7. If any excess funding remains following the procedures above, no further Applications will be considered for funding and any remaining funding will be distributed as approved by the Board.

8. Nothing in the Agreement shall in any way limit or prevent the Board from awarding funding not otherwise allocated in accordance with the recommendation described in Paragraphs 5-6 above pursuant to its applicable statutes and rules.

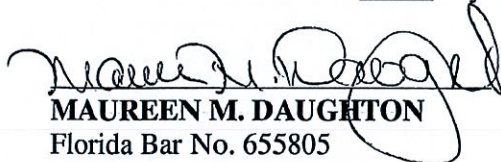
9. The Parties acknowledge that, pursuant to Rule 67-48.0072, F.A.C., the success of an Applicant being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter

10. Within three business days of the Board's issuance of a Final Order adopting this Consent Agreement and selecting applications for funding and inviting applicants to credit underwriting as described in Paragraph 5,; Petitioners will dismiss their Petitions and the Parties

agree to waive all rights to seek administrative or judicial review of the Final Order pursuant to Section 120.569 and Section 120.68, Florida Statutes, respectively, provided such Final Order is consistent with the terms of this Consent Agreement. Execution of this Consent Agreement does not constitute an admission by any Party, and each Party agrees that it is responsible for its own attorney fees and costs incurred in the course of the captioned matter.

11. Should the Board decline to issue such Final Order adopting and consistent with this Consent Agreement, FHFC shall return jurisdiction to DOAH for further proceedings.

EXECUTED this 5th day of March, 2014 by:



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