

**BEFORE THE STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

PINNACLE RIO, LLC,

Petitioner,

vs.

DOAH Case Nos.	14-1398BID
	14-1399BID
	14-1400BID
	14-1425BID
	14-1426BID
	14-1427BID
	14-1428BID

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent,

and

ALLAPATTAH TRACE APARTMENTS,
LTD.,

Intervenor.

**ALLAPATTAH TRACE'S SECOND REQUEST FOR
ADMISSIONS TO TOWN CENTER PHASE TWO, LLC**

Allapattah Trace Apartments, Ltd. ("ATA"), pursuant to Florida Administrative Code Rule 28-106.206, and Rule 1.370, Florida Rules of Civil Procedure, hereby requests that Town Center Phase Two, LLC ("Town Center") admit the truth of the following statements within the time deadlines established in the Order of Pre-Hearing Instructions.

DEFINITIONS

1. Allapattah Trace Apartments, Ltd. will be referred to as "ATA".
2. Town Center Phase Two, LLC will be referred to as "Town Center".
3. "RFA" refers to Florida Housing's Request for Applications 2013-003.
4. "Florida Housing" refers to Florida Housing Finance Corporation.
5. The Town Center application refers to Application #2014-267C in response to the RFA.

6. "Earlington Square" refers to Earlington Square Apartments, LLC.
7. Earlington Square application refers to Application #2014-253C in response to the RFA.
8. "Club Mariner" refers to Club Mariner Related, LLC.
9. Club Mariner application refers to Application #2014-249C in response to the RFA.

REQUEST FOR ADMISSIONS

1. Admit that the application deadline for RFA 2013-003 was November 12, 2013.
2. Admit that Alberto Milo, Jr. signed the Applicant Certification and Acknowledgement in Town Center Application.
3. Admit that Alberto Milo, Jr. signed the Applicant Certification and Acknowledgment on the Earlington Square application.
4. Admit that Miami-Dade County is the provider of sewer services to the Earlington Square development site.
5. Admit that as of the application Deadline, the proposed Earlington Square development site was served by Miami-Dade County Pump Station 30-0054.
6. Admit that as of the application deadline, Pump Station 30-0054 was under an initial moratorium implemented by Miami-Dade County.
7. Admit that the letter attached to these Requests as Exhibit 1 from the Miami-Dade County Water and Sewer Development applied to the Earlington Square development site as of the Application Deadline.
8. Admit that the letter attached to these Requests as Exhibit 2 from the Miami-Dade County Water and Sewer Development applied to the Earlington Square development site as of the Application Deadline.

9. Admit that Earlington Square had not built any connection to the Miami-Dade County sewer system as of the Application Deadline.

10. Admit that no other sewer system beyond that referenced in the letters attached as Exhibits 1 and 2 apply to the Earlington Square development site.

11. Admit that Alberto Milo, Jr. signed the Applicant Certification and Acknowledgement on the Club Mariner Application.

12. Admit that Miami-Dade County is the provider of sewer service to the Club Mariner development site.

13. Admit that as of the Application Deadline, in order to provide sewage to the Club Mariner development site, a private sewage pumping station would need to be constructed.

14. Admit that the letter attached to these requests as Exhibit 3 from the Miami-Dade County Water and Sewer Department is applicable to the Club Mariner Application.

15. Admit that the private sewage pumping station referred to in the letter attached as Exhibit 3 had not been built as of the Application Deadline.

DATED this 14th day of April, 2014.



MICHAEL J. GLAZER
Florida Bar No. 0286508

mglazer@ausley.com

ERIK M. FIGLIO

Florida Bar No. 0745251

rfiglio@ausley.com

Ausley & McMullen

Post Office Box 391

Tallahassee, Florida 32301

Telephone: (850) 224-9115

Facsimile: (850) 222-7560

Attorneys for Allapattah Trace Apartments, Ltd.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the original of the foregoing has been furnished by eALJ to Administrative Law Judge F. Scott Boyd, Division of Administrative Hearings, The DeSoto Building, 1230 Apalachee Parkway, Tallahassee, Florida, 32399-3060; and copies have been furnished by Electronic Mail to the following this 14th day of April, 2014.

Michael P. Donaldson
Carlton Field Jordan Burt PA
215 S. Monroe Street, Suite 500
Tallahassee, FL 32302
mdonaldson@carltonfield.com

Hugh R. Brown, Esquire
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301
hugh.brown@floridahousing.org

Gary Cohen
Shutts & Bowen LLP
201 South Biscayne Boulevard
1500 Miami Center
Miami, FL 33131
gcohen@shutts.com

Joseph Goldstein
Shutts & Bowen, LLP
200 East Broward Blvd., Suite 2100
Ft. Lauderdale, FL 33301
jgoldstein@shutts.com

Cynthia S. Tunnicliff
Brian A. Newman
Mallory L. Harrell
Pennington, P.A.
215 S. Monroe Street, 2nd Floor
Tallahassee, FL 32301
Cynthia@penningtonlaw.com
Brian@penningtonlaw.com
Mallory@penningtonlaw.com

W. Robert Vezina, III
Eduardo S. Lombard
Megan S. Reynolds
Vezina, Lawrence, & Piscitelli, P.A.
413 East Park Avenue
Tallahassee, FL 32301
rvezina@vlplaw.com
elombard@vlplaw.com
mreynolds@vlplaw.com

Maureen M. Daughton
Mark K. Logan
Sniffen & Spellman, P.A.
123 North Monroe Street
Tallahassee, FL 32301
mdaughton@sniffenlaw.com
mlogan@sniffenlaw.com

Donna E. Blanton
Brittany Adams Long
Susan Clark
Radey Law Firm
301 S. Bronough Street, Suite 200
Tallahassee, FL 32301
dblanton@radeylaw.com
balong@radeylaw.com
sclark@radeylaw.com



ATTORNEY



miamidade.gov

Water and Sewer
PO Box 330316 • 3575 S. Lejeune Road
Miami, Florida 33233-0316
T 305-665-7471

October 21, 2013

Earlington Square Apartments, LLC
315 S. Biscayne Blvd.
4th Floor
Miami, FL 33131

Re: Water and Sewer Availability (13-287001) for a Proposed Project "Earlington Square Apartments Site 2 Parking" (F.K.A. Santo Domingo Apartments- Site 2- Parking) for the construction of 16,080 sq-ft of parking for new multifamily development located at 1535 N.W. 35 Street, Miami, Florida, Folio # 01-3126-038-0150.

Ladies and Gentlemen:

This letter is in response to your inquiry regarding water and sewer availability to the above-referenced project for 16,080 sq-ft of parking for new multifamily development.

The County owns and operates existing twelve (12) inch water mains located in N.W. 17th Avenue at N.W. 35 Street, to which the property owner shall connect and install a twelve (12) inch water main easterly in N.W. 35 Street to the southeastern corner of the property interconnecting to an existing four (4) inch water main at that location.

The County also owns and operates existing eight (8) inch gravity sewers in N.W. 35 Street abutting the southern boundary of the property, to which the property owner shall connect. However, the County's Sewage Pumping Station No. 30-0054 (PS 54) serving the abutting gravity sewer basin is reported under Temporary Moratorium by Miami-Dade Department of Regulatory and Economic Resources (RER). Therefore, the Department is not able to offer gravity sewer service to the property at this time. Corrective action needed to recertify said PS 54 and allow additional connections to said basin is expected to be completed by the Department, after which time applications for connections may be submitted, or if the customer can provide an active allocation letter or a N.N.I (No Net Increase) letter issued by Miami-Dade Department of Regulatory and Economic Resources (RER). Other points of connection may be established subject to approval of the Department

Construction connection charges and connection charges shall be determined once the property owner enters into an agreement for water and/or sewer service, provided the Department is able to offer those services at the time of the owner'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 property owner. Easements must be provided covering any on-site facilities that will be owned and operated by the Department. Other points of connection may be established by the Department.

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 the Settlement Agreement between the Florida Department of Environmental Protection ("DEP") and the County dated July 27th, 1993, the First Amendment to Settlement Agreement between DEP and the County dated December 21st, 1995, the First Partial Consent Decree and the Second and Final Partial Consent Decree entered in the United States of America Environmental Protection Agency vs. Metropolitan Dade County (Case Number 93-1109 CIV-MORENO), as currently in effect or as modified in the future, and all other current, subsequent or future agreements, court orders, judgments, consent orders, the consent order between DEP and the County filed on April 4, 2004, consent decrees and the like entered into between the County and the United States of America, State of Florida and/or any other governmental entity, and 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 property owner 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 owner's request, we will be pleased to prepare an agreement for water and/or sewer service, provided the Department is able to offer those services at the time of the owner'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 Section



miamidade.gov

November 8, 2013

Earlington Square Apartments, LLC
315 S. Biscayne Blvd., 4th Floor
Miami, FL 33131

Re: Water and Sewer Availability (13-287101) for "Earlington Square Apartments - Site 1" (F.K.A. Santo Domingo Apartments - Site 1) for the construction of 109 apartment units for new multifamily development located at 1536 NW 36 Street, Miami, Florida, Folios # 01-3126-038-0090 and -0100.

Ladies and Gentlemen:

This letter is in response to your inquiry regarding water and sewer availability to the above-referenced project for the construction of 109 apartment units

The County owns and operates existing twelve (12) inch water mains located in N.W. 15 Avenue at N.W. 36 Street, to which the property owner shall connect and install a sixteen (16) inch water main westerly in N.W. 36 Street to the northwestern corner of the property interconnecting to an existing eight (8) inch water main at that location. Any public water main extension within the property shall be twelve (12) inch minimum diameter. If two (2) or more fire hydrants are to be connected to a public water main extension within the property, then the water system shall be looped with two (2) points of connection.

The County also owns and operates existing eight (8) inch gravity sewers in N.W. 36 Street abutting the northern boundary of the property, to which the property owner shall connect. However, the County's Sewage Pumping Station No. 30-0054 (PS 54) serving the abutting gravity sewer basin is reported under Temporary Moratorium by Miami-Dade Department of Regulatory and Economic Resources (RER). Therefore, the Department is not able to offer gravity sewer service to the property at this time. Corrective action needed to recertify said PS 54 and allow additional connections to said basin is expected to be completed by the Department, after which time applications for connections may be submitted, or if the customer can provide an active allocation letter or a N.N.I (No Net Increase) letter issued by Miami-Dade Department of Regulatory and Economic Resources (RER).

If at the time this project is ready for construction PS 54 is still in Moratorium Status, thence a private pump station is needed, as long as all legal requirements are met. The Owner shall connect to an existing eighteen (18) inch force main in N.W. 36 Street at N.W. 22 Avenue and extend an eight (8) inch force main as required to provide sewer service to the subject property. If unity of title does not apply, then any gravity sewer within the property shall be public and eight (8) inch minimum in diameter. Other points of connection may be established subject to approval of the Department.

Construction connection charges and connection charges shall be determined once the property owner enters into an agreement for water and/or sewer service, provided the Department is able to offer those services at the time of the owner'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 property owner. Easements must be provided

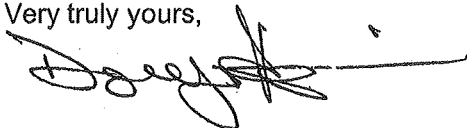
covering any on-site facilities that will be owned and operated by the Department. Other points of connection may be established by the Department.

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 the Settlement Agreement between the Florida Department of Environmental Protection ("DEP") and the County dated July 27, 1993, the First Amendment to Settlement Agreement between DEP and the County dated December 21, 1995, the First Partial Consent Decree and the Second and Final Partial Consent Decree entered in the United States of America Environmental Protection Agency vs. Metropolitan Dade County (Case Number 93-1109 CIV-MORENO), as currently in effect or as modified in the future, and all other current, subsequent or future agreements, court orders, judgments, consent orders, the consent order between DEP and the County filed on April 4, 2004, consent decrees and the like entered into between the County and the United States of America, State of Florida and/or any other governmental entity, and 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 property owner 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 owner's request, we will be pleased to prepare an agreement for water and/or sewer service, provided the Department is able to offer those services at the time of the owner'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,



Douglas Pile, Esq.
New Business Contract Officer



miamidade.gov

Water and Sewer
PO Box 330316 • 3575 S. Lejeune Road
Miami, Florida 33233-0316
T 305-665-7471

October 21, 2013

Club Mariner Related, LLC
315 S. Biscayne Blvd.
Miami, FL 33131

Re: Water and Sewer Availability (13-287201) for "Club Mariner", to construct and connect 76 apartment units located at 21220 SW 115 Road, Miami-Dade County, Florida, Folios # 30-6007-000-0380, -0381, -0382, -0383, and -0430.

Ladies and Gentlemen:

This letter is in response to your inquiry regarding water and sewer availability to the above-referenced property for the proposed 76 apartment units.

The County owns and operates an existing sixteen (16) inch water main in the busway east of S.W. 117 Avenue and southwest of Black Creek Canal (C-1 Canal), to which the Developer shall connect and install a twelve (12) inch water main southwesterly in an easement parallel to the busway to S.W. 115 Road, thence southwesterly in S.W. 115 Road to S.W. 117 Avenue. The Developer is responsible for obtaining access to the water system, either by right-of-way dedication and/or easement. Any public water main within the property shall be twelve (12) inch minimum diameter. If two (2) or more fire hydrants are to be connected to a public water main extension within the property, then the water system shall be looped with two (2) points of connection.

A private sewage pumping station is needed for this project as long as all legal requirements are met. The developer shall connect to an existing twenty (20) inch force main in S.W. 115 Road abutting the southeastern boundary of the property and install a minimum eight (8) inch force main within the property as required to provide service to the proposed private sewage pumping station. A Force Main Pressure Analysis will be requested to WASD Master Planning Section at the time the customer request an agreement.

Construction connection charges and connection charges shall be determined once the property owner enters into an agreement for sewer service, provided the Department is able to offer those services at the time of the owner'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 property owner. Easements must be provided covering any on-site facilities that will be owned and operated by the Department. Other points of connection may be established by the Department.

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 the Settlement Agreement between the Florida Department of Environmental Protection ("DEP") and the County dated July 27, 1993; the First Amendment to Settlement Agreement between DEP and the County dated December 21, 1995; the First Partial Consent Decree and the

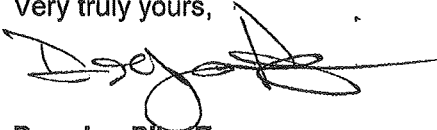
EXHIBIT 3

Second and Final Partial Consent Decree entered in the United States of America Environmental Protection Agency vs. Metropolitan Dade County (Case Number 93-1109 CIV-MORENO), as currently in effect or as modified in the future; and all other current, subsequent or future agreements, court orders, judgments, consent orders, the consent order between DEP and the County filed on April 4, 2004, consent decrees and the like entered into between the County and the United States of America, State of Florida and/or any other governmental entity; and all other current, subsequent, or future enforcement and regulatory actions and proceedings.

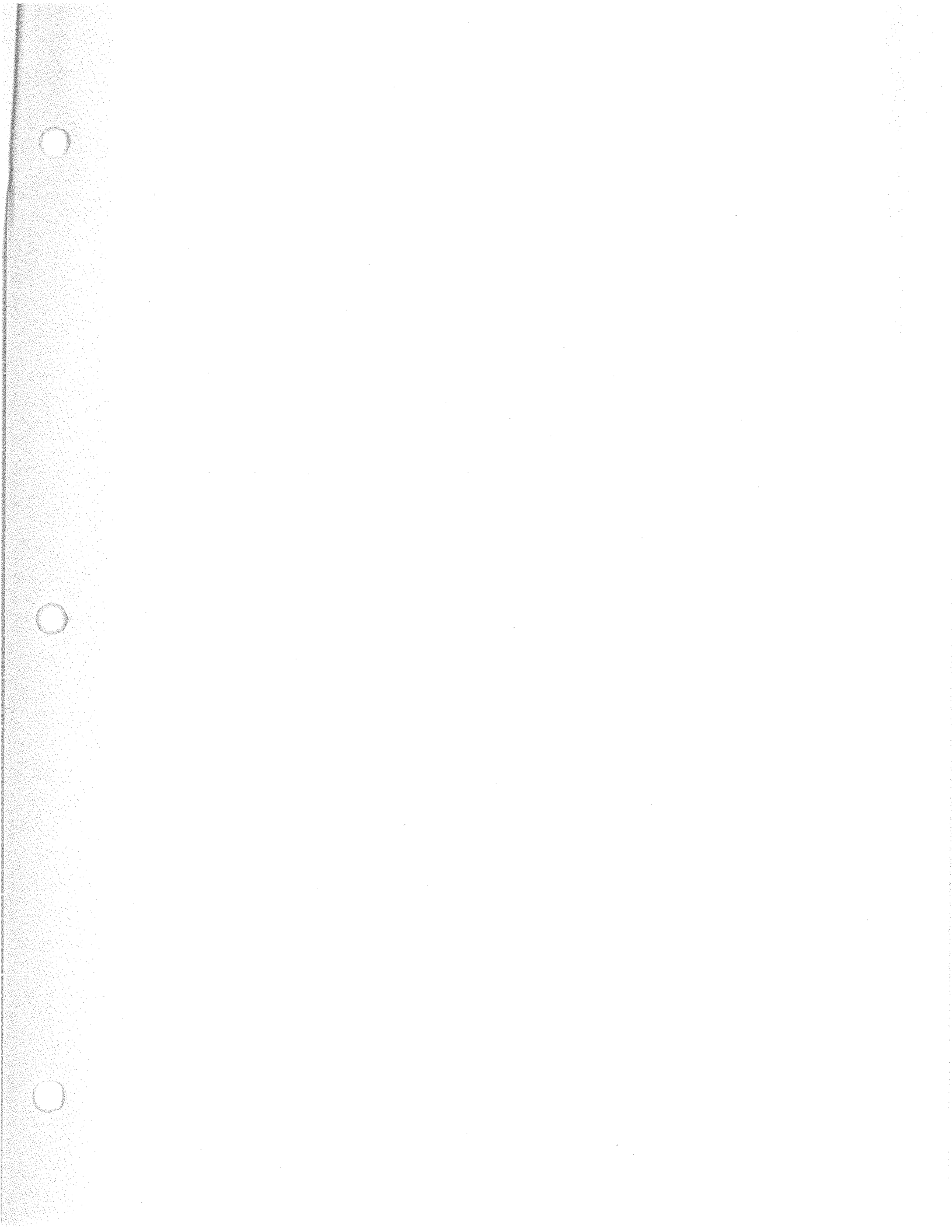
This letter is for informational purposes only and conditions remain in effect for thirty (30) days from the date of this letter. Nothing contained in this letter provides the property owner with any vested rights to receive sewer service. The availability of sewer service is subject to the approval of all applicable governmental agencies having jurisdiction over these matters. When development plans for the subject property are finalized, and upon the owner's request, we will be pleased to prepare an agreement for sewer service, provided the Department is able to offer those services at the time of the owner'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,



Douglas Pile, Esq.
New Business Contract Officer



STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

PINNACLE RIO, LLC,

Petitioner,

vs.

DOAH NOS. 14-1398BID
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14-1428BID

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent,

and

ALLAPATTAH TRACE APARTMENTS,
LTD.

Intervenor.

_____ /

**TOWN CENTER PHASE TWO, LLC'S RESPONSE TO ALLAPATTAH TRACE
APARTMENTS, LTD'S SECOND REQUEST FOR ADMISSIONS**

Intervenor, Town Center Phase Two, LLC's ("Town Center") responds to Intervenor Allapattah Trace Apartments, Ltd's ("ATA") Second Request for Admissions in accordance with Florida Administrative Code Rule 28-106.206, and Rule 1.370, Florida Rules of Civil Procedure as follows:

REQUEST FOR ADMISSIONS

1. Admit that the application deadline for RFA 2013-003 was November 12, 2013.

Admitted

2. Admit that Alberto Milo, Jr. signed the Applicant Certification and Acknowledgement in Town Center Application.

Admitted.

3. Admit that Alberto Milo, Jr. signed the Applicant Certification and Acknowledgment on the Earlington Square application.

Admitted, however because of sewer unavailability issues as of the Application Deadline of November 12, 2013, it was never Albert Milo, Jr.'s intent to submit the Earlington Square Application and the Application was submitted in error and will be withdrawn.

4. Admit that Miami-Dade County is the provider of sewer services to the Earlington Square development site.

Admitted.

5. Admit that as of the application Deadline, the proposed Earlington Square development site was served by Miami-Dade County Pump Station 30-0054.

Admitted.

6. Admit that as of the application deadline, Pump Station 30-0054 was under an initial moratorium implemented by Miami-Dade County.

Admitted.

7. Admit that the letter attached to these Requests as Exhibit 1 from the Miami-Dade County Water and Sewer Development applied to the Earlington Square development site as of the Application Deadline.

Admitted.

8. Admit that the letter attached to these Requests as Exhibit 2 from the Miami-Dade County Water and Sewer Development applied to the Earlington Square development site as of the Application Deadline.

Admitted, that the letter attached appears to be from Miami-Dade County Water and Sewer Department, however further admitted that apparently this letter was not received by the Developer of Earlington Square.

9. Admit that Earlington Square had not built any connection to the Miami-Dade County sewer system as of the Application Deadline.

Admitted.

10. Admit that no other sewer system beyond that referenced in the letters attached as Exhibits 1 and 2 apply to the Earlington Square development site.

Admitted that the letters attached as Exhibit 1 and 2 provide no other sewer systems.

11. Admit that Alberto Milo, Jr. signed the Applicant Certification and Acknowledgement on the Club Mariner Application.

Admitted, however there was no Moratorium in place for the service area as of the Application Deadline of November 12, 2013.

12. Admit that Miami-Dade County is the provider of sewer service to the Club Mariner development site.

Admitted.

13. Admit that as of the Application Deadline, in order to provide sewage to the Club Mariner development site, a private sewage pumping station would need to be constructed.

Denied, there was no Moratorium in place for this service as of November 12, 2013. A request for a private pump station was made by Miami Dade County Water and Sewer Department.

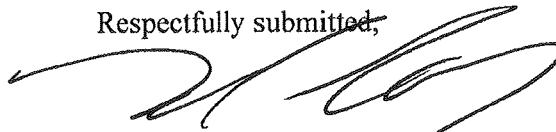
14. Admit that the letter attached to these requests as Exhibit 3 from the Miami-Dade County Water and Sewer Department is applicable to the Club Mariner Application.

Admitted.

15. Admit that the private sewage pumping station referred to in the letter attached as Exhibit 3 had not been built as of the Application Deadline.

Admitted, further admitted however that no Moratorium was in place as of November 12, 2013. The proposed Development had sewer capacity as of the Application Deadline accordingly the Developer could design a system to connect to the sewer system without a private pump station.

Respectfully submitted,



MICHAEL P. DONALDSON
Florida Bar No. 0802761
CARLTON, FIELDS JORDEN BURT, P.A.
Post Office Drawer 190
215 S. Monroe St., Suite 500
Tallahassee, Florida 32302
Telephone: 850/224-1585
Facsimile: 850/222-0398
Attorney for Intervenor

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished by E-Mail this 21st day of April, 2014, by E-Mail to:

Donna Elizabeth Blanton, Esquire
Brittany Adams Long, Esquire
Susan Clark
Radey, Thomas, Yon and Clark, P.A.
301 South Bronough Street, Suite 200
Tallahassee, FL 32301
dblanton@radeylaw.com
balong@radeylaw.com
sclark@radeylaw.com

Hugh R. Brown
Deputy General Counsel
Florida Housing Finance Corporation
Suite 5000
227 North Bronough Street
Tallahassee, FL 32301
Hugh.Brown@floridahousing.org

Gary J Cohen, Esquire
Shutts and Bowen, LLP
201 South Biscayne Boulevard
1500 Miami Center
gcohen@shutts.com

Maureen McCarthy Daughton, Esquire
Mark Knowles Logan, Esquire
Sniffen and Spellman, P.A.
123 North Monroe Street
Tallahassee, FL 32301
mداughton@sniffenlaw.com
mlogan@sniffenlaw.com

Cynthia S Tunnicliff, Esquire
Brian A Newman, Esquire
Mallory L. Harrell, Esquire
Brandice Dickson, Esquire
Pennington, Moore, Wilkinson
215 South Monroe Street, 2nd Floor
Post Office Box 10095
Tallahassee, FL 323022095
cynthia@penningtonlaw.com
brian@penningtonlaw.com
Mallory@penningtonlaw.com
brandi@penningtonlaw.com

Wellington H. Meffert
General Counsel
Florida Housing Finance Corporation
Suite 5000
227 North Bronough Street
Tallahassee, FL 32301
wellington.meffert@floridahousing.org

W. Robert Vezina, III, Esquire
Megan S Reynolds, Esquire
Vezina, Lawrence and Piscitelli, P.A.
413 East Park Avenue
Tallahassee, FL 32301
rvezina@vlplaw.com
elombard@vlplaw.com
mreynolds@vlplaw.com

Michael J Glazer, Esquire
Erik Matthew Figlio, Esquire
Ausley and McMullen
123 South Calhoun Street
Post Office Box 391
Tallahassee, FL 32302
mglazer@ausley.com
RFiglio@ausley.com

Joseph M. Goldstein, Esquire
Shutts and Bowen LLP
Suite 2100
200 East Broward Boulevard
Fort Lauderdale, FL 33301
jgoldstein@shutts.com



MICHAEL P. DONALDSON