

BEFORE THE FLORIDA HOUSING FINANCE CORPORATION

KEYS AFFORDABLE DEVELOPMENT III, LLC

Petitioner

vs.

FLORIDA HOUSING FINANCE CORPORATION.

Respondent.

FHFC Case No. 2017-011BP

RFA No. 2016-112

App. No. 2017-164CS

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FLORIDA HOUSING FINANCE CORPORATION

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

KEYS AFFORDABLE DEVELOPMENT III, LLC (the “Petitioner” or “Keys Affordable”) files this Formal Written Protest and Petition for Administrative Hearing (the “Petition”) to challenge the eligibility determination, evaluation and proposed allocation set forth in the Notice of Intended Decision posted on February 3, 2017, by Respondent, Florida Housing Finance Corporation for Request for Applications 2016-112. This Petition specifically challenges the intended decision to award funding to Quarry Big Coppitt, LTD., (Application No. 2017-168CS) in connection with the *Request for Applications 2016-112, SAIL Financing for the Construction of Work Force Housing in Miami-Dade County and Monroe County (the RFA)*.

Introduction

1. This Petition is filed pursuant to sections 120.57(1) and (3), Florida Statutes, Rules 28-110 and 67-60, Florida Administrative Code.

Parties

2. Petitioner is a Florida limited liability company in the business of providing affordable housing.

3. Petitioner's address, telephone number and email address are those of its undersigned counsel for purposes of this proceeding.

4. The affected agency is Florida Housing Finance Corporation ("Florida Housing" or "Respondent") Florida Housing's address is 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329.

Notice

5. On October 21, 2016 Florida Housing issued the RFA.

6. Applications in response to the RFA were due on or before January 6, 2017.

7. Florida Housing received approximately 6 applications in response to the RFA. Petitioners timely submitted an application in response to the RFA requesting an allocation of \$5,400,000.00 in SAIL funding for its proposed fifty (50) unit affordable housing development in Monroe County, Florida. Petitioner's application satisfied all of the required elements of the RFA and is eligible for a funding award.

8. Petitioners received notice of the preliminary RFA scoring and rankings through electronic posting on Friday, February 3, 2017 at 2:17pm. A copy of the notice posted on the Corporations website is attached hereto as Composite Exhibit "A". Petitioner was not among those recommended for funding.

9. On Wednesday, February 8, 2017 at 10:20 am, Petitioners timely submitted their Notice of Intent to Protest. A copy of that Notice is attached hereto as Exhibit "B".

10. This Petition is timely filed in accordance with the provisions of section 120.57(3) (b), Florida Statutes, and rules 28-110.004 and 67-60.009, Fla. Admin. Code.

Background

11. Florida Housing is a public corporation created by section 420.504, Florida Statutes, to administer the governmental function of financing or refinancing affordable housing and related facilities in Florida. Florida Housing’s statutory authority and mandates are set forth in Part V of Chapter 420, Florida Statutes. See, Sections 420.501-420.55, Fla. Stat.

12. Chapter 67-60, Fla. Admin. Code, establishes “the procedures by which the Corporation shall....administer the competitive solicitation funding process to make and service loans for new construction or rehabilitation of affordable units under the State Apartment Incentive Loan (SAIL) Program authorized by Section 420.5087, F.S. See rule, 67-60.001(1), Florida Administrative Code.

RFA 2016-112

13. The SAIL funding offered under this RFA is limited to proposed Developments located in Miami-Dade County and Monroe County and must be used with other funding for the construction of workforce housing for families. As set forth in the RFA for proposed developments in Monroe County,

An estimated \$3 million of Workforce SAIL funding and \$900,000 of Competitive Housing Credits will be available under this RFA. An estimated \$2,400,000 of Additional SAIL funding will also be available for proposed Developments committing to the 80 percent workforce set-aside, as described in Section Four A.7.c.(1)(b) of the RFA. The SAIL Funding must be paired with Competitive Housing Credits (“9% HC”) which the Applicant must request in its SAIL Application. For purposes of this RFA, references to “9% HC” shall include, where applicable, 4 percent acquisition Housing Credits.

RFA at p.2 ¹

¹ The total available for Miami-Dade County is \$17 million of Workforce SAIL funding. RFA at p..2.

14. The RFA provides that review committee members independently evaluate and score their assigned portions of the submitted applications based on various mandatory and scored items. The maximum point total that an applicant proposing to develop within Monroe County can receive for this RFA is 23 points. Failure to meet a mandatory item results in the application being deemed ineligible for funding. Mandatory items include, but are not limited to, demonstrating Evidence of Site Control and producing a proper Surveyor Certification Form. RFA at p. 44-45.

15. As set forth in the RFA

The Committee shall conduct at least one public meeting during which the Committee members may discuss their evaluations, select Applications to be considered for award, and make any adjustments deemed necessary to best serve the interests of the Corporation's mission. The Committee will list the Applications deemed eligible for funding in order from highest total score to lowest total score, applying the funding selection criteria...and develop a recommendation or series of recommendations to the Board.

RFA at p. 46.

16. Within the RFA the Corporation established funding goals as follows,

a. Monroe County Funding Goal-

A goal to fund one (1) proposed Development located in Monroe County.

b. Miami-Dade County Funding Goals-

(1) South of SW 288th Street Funding Goal:

A goal to fund one (1) proposed development where the entire Development site is located south of SW 288th Street; and

(2) North of SW 288th Street Funding Goal:

A goal to fund one (1) proposed Development where the entire Development site is located north of SW 288th Street.

See RFA at p. 42.

17. The RFA provides that all eligible Applications will be ranked by sorting the Applications from the highest scoring Application to the lowest scoring Application, with any scores that are tied separated by a series of Tie- Breakers. (See RFA at p. 42)

18. The RFA further provides the Funding Selection process is as follows,

(1) The Corporation will first attempt to meet the Monroe County Funding Goal by selecting the highest ranking eligible Application for a proposed Development located in Monroe County.

(2) After meeting the Monroe County Funding Goal, or if there is no eligible Application that can meet that goal, the Corporation will attempt to meet the two (2) Miami-Dade County funding Goals as follows:

(a) The first Application selected for funding will be the highest ranking eligible Application that is eligible for the South of SW 288th Street Funding Goal.

(b) Once the South of SW 288th Street Funding Goal is met or if there is no eligible Application that can meet that goal, then the next Application selected for funding will be the highest ranking eligible Application for a proposed Development that is eligible for the North of SW 288th Street Funding Goal that can also meet the Miami-Dade County Funding Test.

(3) Once the North of SW 288th Street Funding Goal is met or if there is no eligible Application that can meet that goal, then all remaining unallocated Monroe County and Miami-Dade County Workforce SAIL funding and any unallocated Additional SAIL funding will be pooled (“Total Remaining SAIL”) and distributed as follows:

(a) The Corporation will select the highest ranking eligible unfunded Application for a proposed Development located in Monroe County, provided (i) there is enough Total Remaining SAIL to fully fund the Applicant’s Total Sail Request (Workforce SAIL Funding Request plus Additional SAIL Funding Request, if applicable) and (ii) there is enough 9% HC to fully fund the Applicant’s 9% HC Funding Request.

(b) If funding remains after funding an additional Monroe County Application or because there is no eligible unfunded Monroe County Application that can be fully funded, then no further Applications will be selected for funding and any remaining Total Remaining SAIL funding, as well as any unallocated 9% HC funding, will be distributed as approved by the Board.

See RFA at p.43-44.

19. Of the six (6) applications received in response to the RFA, only two sought funding for proposed Developments located in the Florida Keys Area (Monroe County), Petitioner's, application 2017-164CS and the application selected for funding, Quarry Big Coppitt, Ltd., ("QBC"), Application 2017-168CS. Both of these applications received the maximum point total of 23 points. Ambar Keys Homes, Ltd., the sole Miami-Dade County applicant proposing a Development south of SW 288th Street, was selected for funding as well as Redland Crossings, LLC for its proposed Development north of SW 288th Street.

DEVELOPMENT LOCATION POINT

20. It is a Mandatory requirement that all Applicants identify a Development Location Point on the proposed Development Site. Applicants for proposed Developments located in Monroe County will meet the Mandatory requirement to provide the Development Location Point and automatically receive the maximum proximity score of 18 points without the requirement to provide services information provided the Applicant provides an acceptable Surveyor Certification Form. RFA at p. 15.

21. The Applicant is required to submit an executed *Florida Housing Finance Corporation Surveyor Certification form*, on which form the coordinates of the Development Location Point are provided. The Development Location Point is defined as follows,

"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...

RFA at p.80.

22. The Development Location Point is identified by QBC, as

Lat. N 24 Degrees, 35 Minutes, 52.71 Seconds;
Long. W81 Degrees, 40 Minutes, 12.75 Seconds.

See Surveyor Certification Form submitted by QBC, attached hereto as Exhibit C.

23. The Development Location Point is not within the Proposed Development Site, thus QBC is not entitled to the 18 Proximity points and Petitioner, with a total of 23 points, including 18 Proximity points, would then be the highest scoring Monroe County Applicant.

SITE CONTROL

24. The RFA requires that the Applicant demonstrate site control by providing documentation of an Eligible Contract, Deed or Certificate of Title and/or Lease. See RFA at p. 23.

25. An Eligible Contract is defined as follows,

...an eligible contract is one that has a term that does not expire before July 30, 2017 or that contains extension options exercisable by the purchaser and conditioned solely upon the payment of additional monies which, if exercised, would extend the term to a date that is not earlier than July 30, 2017; specifically states that the buyers remedy for default on the part of the seller includes or is specific performance; and the buyer MUST be the Applicant unless an assignment of the eligible contract which assigns all of the buyers rights, title and interests in the eligible contract to the Applicant, is provided. ...If the owner of the subject property is not a party to the eligible contract, all documents evidencing intermediate contracts, agreements, assignments, options, or conveyances of any kind in between or among the owner, the Applicant, or other parties must be provided, and, if a contract must contain the following elements of an eligible contract: (i) have a term that does not expire before July 30, 2017 or that contains extension options exercisable by the purchaser and conditioned solely upon the payment of additional monies which, if exercised, would extend the term to a date that is not earlier than July 30, 2017 , and (ii) which specifically states that the buyer's remedy for default on the part of the seller includes or is specific performance.

RFA at p. 23, 24.

26. QBC provided three documents in support of Site Control. The first two are *Purchase and Sale Agreements*, both to Quarry Partners, LLC as the Purchaser. The third is entitled simply, *Agreement*, in which the Applicant, Quarry Big Coppitt, LTD., is the Purchaser and Quarry Partners, LLC is the Seller.

27. The Purchase and Sale Agreement between BRT 10, LLC and Quarry Partners, LLC (hereinafter referred to as the “BRT Contract”) purports to convey two parcels of land, described as Exhibit A-1 and Exhibit A-2.² The Legal Description for the A-1 parcel provides as follows,

Part of Government Lot 1, Section 21, Township 57 South, Range 25 East, on Big Coppitt Key, Monroe County, Florida and being described as follows:

Begin at the Southwest corner of Block 9 of “GULFREST PARK PLAT NO. 2” according to the Plat thereof as recorded in Plat Book 4, Page 157, of the Public Records of Monroe County, Florida, and run thence South a distance of 390 feet; thence run West for a distance of 390 feet; thence run North for a distance of 1904.13 feet; thence run East for a distance of 300 feet to a point; thence run South for a distance of 614.13 feet back to the Point of Beginning.

AND

A parcel of land in a part of Government Lot 1, Section 21, Township 67 South, Range 26 East, on Big Coppitt Key, Monroe County, Florida and being more fully described as follows:

Commence at Southwest corner of Block 9 of GULFREST PARK PLAT #2, according to the Plat thereof as recorded in Plat Book 4, Page 157, of the Public Records of Monroe County, Florida, said point being the Point of Beginning of the parcel of land herein described; run thence East a distance of 185 feet to a point; thence South 45 00’00” West a distance 70.71 feet to a point; thence West a distance of 135 feet to a point; thence at right angles North 50.0 feet to the said Southwest corner of said Block 9 and the Point of Beginning.

28. The Purchase and Sale Agreement between Toppino Land Trust, LLC and Edward Toppino, Sr., Land Trust dated August 2, 2004 (“Seller”) and Quarry Partners, LLC (“Purchaser”) (hereinafter referred to as the “Toppino Contract”) purports to convey two parcels of land described as Exhibit A-1 and A-2.³ The Legal Description for the A-1 parcel provides as follows,

Part of Government Lot 1, Section 21, Township 67 South, Range 26 East on Big Coppitt Key, Monroe county, Florida, and being described as follows:

² The BRT Contract is dated January 4, 2017.

³ The Toppino Contract is dated January 4, 2017.

Commence at the Southwest corner of Block 9 of "GULFREST PARK PLAT NO.2", according to the Plat thereof as recorded in Plat Book 4, Page 157, of the Public Records of Monroe County, Florida and run thence North for a distance of 614.13 feet to the Point of Beginning of the parcel of land herein being described; thence run West for a distance of 300 feet to a point; thence run North for a distance of 1063 feet, more or less to a point on the North boundary line of T.I.I.F. Deed #24002; thence run East along the said North boundary line of said T.I.I.F. Deed #24002 for a distance of 100 feet to the North boundary line of said Government Lot 1; thence run Southeasterly along the North boundary line of said Government Lot 1 for a distance of 233 feet, more or less to the Northwest corner of the said Block 9; thence run South along the West boundary line of the Block 9 for a distance of 942.78 feet back to the Point of Beginning.

AND

A parcel of land in Government Lot 1, Section 21, Township 67 South, Range 26 East, on Big Coppitt Key, Monroe County, Florida, and being more particularly described by metes and bounds as follows:

Commence at the Southwest corner of Block 9 of "GULFREST PARK PLAT NO. 2", according to the Plat thereof as recorded in Plat Book 4, Page 157, of the Public Records of Monroe County, Florida and run thence West a distance of 150.0 feet to a point; thence at right angles North a distance of 1629.0 feet, more or less, to the North Boundary line of said Government Lot 1 and the Point of Beginning of the Parcel of land herein described; thence South a distance of 99.0 feet to a point; thence at right angles West a distance of 150 feet to a point; thence at right angles North a distance of 147.0 feet, more or less (sic), to the North Boundary line of the lands described in T.I.I.F. Deed #24002; thence run East along the Northern boundary line of said T.I.I.F. Deed # 24002 for a distance of 100 feet, more or less, to the North boundary line of said Government Lot 1; thence run Southeasterly along the North Boundary line of said Government Lot 1 for a distance of 70 feet, more or less, back to the Point of Beginning.

29. The Agreement between the, Quarry Partners, LLC as Seller and Applicant, Quarry Big Coppitt, LTD., as Buyer (hereinafter the "Primary Agreement") provides in pertinent part,

WHEREAS, BRT 10, LLC, a Florida limited liability company ("BRT Owner"), TOPPINO LAND TRUST, LLC, a Florida limited liability company ("Land Trust Owner"), EDWARD TOPPINO, SR., AS TRUSTEE OF THE EDWARD TOPPINO, SR. LAND TRUST DATED AUGUST 2, 2004 ("Trustee Owner" and collectively with the BRT Owner and the Land Trust Owner, the "Owner"), currently owns a real property located in Monroe County ("Property")

WHEREAS, BRT Owner and Seller entered into that certain Purchase and Sale Agreement With an effective date of January 4, 2017 (the “BRT Contract”) and Land Trust Owner, Trustee Owner and Seller entered into that certain Purchase and Sale Agreement with an effective date of January 4, 2017 (the “Toppino Trust Contract” and collectively with the BRT Contract, the “Underlying Contract”) concerning the purchase and sale of the Property.

30. The BRT Contract, specifically as it relates to the conveyance of the A-1 parcel references *Township 57*, which is approximately 60 miles North of Big Pine Key and *Range 25* which is approximately 6 miles away from the proposed Development site. Thus what was conveyed to Quarry Partners, LLC, if anything, by way of the A-1 parcel in the BRT Contract is not anywhere near the proposed Development site.⁴

31. Additionally even if the Township and Range numbers were correct in the BRT Contract, the corresponding legal description does not result in a geometrically *closed* tract of land, either in a North-South or East-West direction. Thus the underlying BRT Contract is defective, making it impossible to serve as the partial basis for the Primary Agreement which purports to convey the property described in the BRT Contract to the Applicant, QBC.

32. The result of this is that the conveyance by Quarry Partners, LLC to QBC as the Applicant, which, rely upon the underlying BRT and the Toppino Contracts, does not convey the property upon which QBC is seeking to locate the proposed Development. Thus QBC has failed to demonstrate site control and should have been deemed ineligible for funding.

33. QBC has failed to demonstrate Site Control and thus should be deemed ineligible for funding.

ABILITY TO PROCEED- AVAILABILITY OF ROADS

⁴ Within the Application, the Applicant, QBC, identifies the Development Location as closest to the intersection of Riviera Drive and Puerta Drive, Big Coppitt Key.

34. Pursuant to the RFA the Applicant must demonstrate that, for the entire proposed Development site, *as of the Application Deadline*,⁵ paved roads either (i) exist and will provide access to the proposed Development site or (ii) will be constructed as part of the proposed Development by providing a properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure –Roads form. See RFA at p. 14.

35. The Road Verification form submitted by QBC provides, in part, as follows,

1. Existing paved roads provide access to the proposed Development or paved roads will be constructed as part of the proposed Development.
2. There are no impediments to the proposed Development using the roads other than the payment of impact fees or providing cuts, turn lanes, signalization, or securing required final approvals and permits for the proposed Development; and

The form was properly executed by the Monroe County, Director of Planning and Environmental Resources. A copy of the Verification of Availability of Infrastructure- Roads is attached hereto as Exhibit D. ⁶

36. The BRT Contract included within the A-1 parcel a strip of land which is situated alongside Puerto Drive to the south. It appears that this strip of land could provide access to the proposed site. This strip of land however was not conveyed by Quarry Partners to the Applicant in the Primary Agreement.⁷

⁵ The Application Deadline is 11:00am., Eastern Time, on January 6, 2017.

⁶ It is believed that the underlining found within the attached Verification form was inserted by the Monroe County, Director of Planning and Environmental Resources.

⁷ In addition Monroe County Ordinance No. 003-2016, which amended portions of the Future Land Use Map (FLUM) for Big Coppitt Key provides that, “any development located within Big Coppitt mixed use area shall not utilize Puerta Frive for ingress and egress.

37. The proposed Development Site does not have any access from paved roads nor does it appear that QBC, as of the Application Deadline, had ownership of any parcel which would provide access to the Development Site.

38. Thus QBC should have been deemed ineligible for not being able to demonstrate as of the Application Deadline Availability of Roads.

Substantial Interests Affected

39. If QBC's Surveyor Certification Form had not received 18 Proximity points ,because of the location of the Development Location Point outside their proposed Development Site, then Petitioner would have also been selected as the highest ranked applicant in Monroe County

40. If QBC's Application, had been properly deemed ineligible for funding for failing to demonstrate Site Control, Petitioner would have been selected as the proposed development to satisfy Florida Housing's *Monroe County Florida Funding Goal*. Petitioner would have been the highest ranked applicant that met the Monroe County funding goal.

41. If QBC's Verification of Availability of Infrastructure- Roads form had been deemed invalid then QBC's Application would be ineligible and Petitioner would have been selected as the highest ranked applicant that met the Monroe County funding goal.

42. Petitioner is substantially affected by the evaluation and scoring of the response to the RFA. The results of the scoring have affected Petitioners ability to obtain funding through the RFA. Consequently, Petitioners have standing to initiate and participate in this and related proceedings.

43. Petitioner is entitled to a Formal Administrative Hearing pursuant to Sections 120.57(1) and 120.57(3), Florida statutes, to resolve the issues set forth in this Petition.

Disputed Issues of Material Fact and Law

44. Disputed issues of material fact and law exist and entitle Petitioners to a Formal Administrative Hearing pursuant to Section 120.57(1), Florida Statutes. The disputed issues of material fact and law include, but are not limited to, the following:

- a. Whether the proposed award of funding to QBC is consistent with the RFA;
- b. Whether the proposed award to QBC is consistent with fair and open competition;
- c. Whether the proposed award to QBC is clearly erroneous;
- d. Whether QBC is an eligible Applicant which qualifies for the Monroe County Funding Goal;
- e. Whether the proposed award to QBC is arbitrary and capricious;
- f. Whether QBC has demonstrated Site Control;
- g. Whether QBC's Development Location Point is within the Proposed Development site.
- h. Whether QBC as of the Application Deadline is able to demonstrate availability of paved access roads to the proposed development.
- i. Whether QBC should have received any Proximity Points.
- j. Such other issues as may be revealed during the protest process.

Statutes and Rules Entitling Relief

45. The statutes and rules which are applicable in this case and that require modification of the proposed allocations include, but are not limited to, Sections 120.569 and 120.57(3), and Chapter 420, Part V, Florida Statutes, and rules 28-110 and 67-60, Florida Administrative Code.

**Concise Statement of Ultimate Fact and Law, Including the
Specific Facts Warranting Reversal of the Agency's Intended Award**

46. Petitioner participated in the RFA process in order to compete for an award of SAIL funds based upon the delineated scoring and ranking criteria. The proximity score for QBC's Application should have been zero due to the location of its Development Location Point outside the proposed development. Additionally QBC's Application should have been deemed ineligible as a result of the other deficiencies described herein.

47. Unless the score and ranking is corrected and the preliminary allocation revised, Petitioner will be excluded from funding and QBC may be awarded SAIL funds contrary to the provisions of the RFA and Florida Housing's governing statutes and rules.

48. A correct application of the eligibility, scoring and ranking criteria will result in funding for the Petitioner.

Right to Amend the Petition

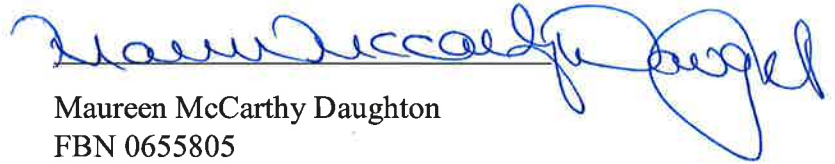
49. Petitioner reserves the right to amend this Petition if additional disputed issues of material fact are identified during the discovery process in this case.

WHEREFORE, pursuant to sections 120.57 (1) and (3), Florida Statutes, and rule 28-110.004, Florida Administrative Code, Petitioners request the following relief:

- a) An opportunity to resolve this protest by mutual agreement within seven days of the filing of this Petition as provided by Section 120.57(3)(d)(1), Florida Statutes.
- b) If this protest cannot be resolved within seven days, that the matter be referred to the Division of Administrative Hearings for a formal hearing to be conducted before an Administrative Law Judge ("ALJ") pursuant to Section 120.57(1) and (3), Florida Statutes.

- c) The ALJ enter a Recommended Order determining that the Corporations should have deemed QBC's application ineligible for funding pursuant to the terms of the RFA and award funding to the Petitioner.
- d) That the ALJ enter an Order determining that QBC should not have received any proximity points due to the fact that the Development Location Point is outside of the Proposed Development.
- e) That the Corporation adopt the Recommended Order of the ALJ.

Respectfully submitted this 20th day of February 2017.



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Counsel for Keys Affordable Development III, LLC

RFA 2016-112 Recommendations

| | |
|-----------------------------------------------|------------|
| Total Competitive 9% HC Available | 900,000 |
| Total HC Allocated | 898,985 |
| Total HC Remaining | 1,015 |
| Total SAIL (Workforce + Additional) Available | 22,400,000 |
| Total SAIL Allocated | 18,988,000 |
| Total SAIL Remaining | 3,412,000 |

| | |
|-------------------------------------|------------|
| Monroe Workforce SAIL Available | 3,000,000 |
| Monroe Workforce SAIL Allocated | 3,000,000 |
| Monroe Workforce SAIL Remaining | - |
| Miami-Dade Workforce SAIL Available | 17,000,000 |
| Miami-Dade Workforce SAIL Allocated | 15,988,000 |
| Miami-Dade Workforce SAIL Remaining | 1,012,000 |
| Additional SAIL Available | 2,400,000 |
| Additional SAIL Allocated | - |
| Additional SAIL Remaining | 2,400,000 |

| Application Number | Name of Development | County | Name of Contact Person | Name of Developers | HC Request Amount | Workforce SAIL Request Amount | Additional SAIL Request Amount | Total Eligible SAIL Request (Workforce SAIL + Additional SAIL) | MMRB Request Amount | Eligible For Funding? | North or South of SW 288th Street? | Total Request Points | Total Eligible SAIL Request (Workforce SAIL + Additional SAIL)/Set-Aside Units | Florida Job Creation Preference | Lottery Number |
|--------------------|---------------------|--------|------------------------|--------------------|-------------------|-------------------------------|--------------------------------|----------------------------------------------------------------|---------------------|-----------------------|------------------------------------|----------------------|--------------------------------------------------------------------------------|---------------------------------|----------------|
|--------------------|---------------------|--------|------------------------|--------------------|-------------------|-------------------------------|--------------------------------|----------------------------------------------------------------|---------------------|-----------------------|------------------------------------|----------------------|--------------------------------------------------------------------------------|---------------------------------|----------------|

Monroe County Funding Goal

| | | | | | | | | | | | | | | | |
|------------|------------|--------|----------------|-------------|------------|-----------|---|--------------|--|---|-----|----|-----------|---|---|
| 2017-168CS | The Quarry | Monroe | Elena M. Adams | Amber3, LLC | 898,985.00 | 3,000,000 | 0 | 3,000,000.00 | | Y | N/A | 23 | 31,250.00 | Y | 6 |
|------------|------------|--------|----------------|-------------|------------|-----------|---|--------------|--|---|-----|----|-----------|---|---|

South of SW 288th Street Funding Goal

| | | | | | | | | | | | | | | | |
|------------|-----------------|------------|----------------|-------------|--|-----------|---|--------------|------------|---|-------|----|-----------|---|---|
| 2017-1679S | Ambar Key Homes | Miami-Dade | Elena M. Adams | Amber3, LLC | | 8,500,000 | 0 | 8,500,000.00 | 11,500,000 | Y | SOUTH | 28 | 78,703.70 | Y | 5 |
|------------|-----------------|------------|----------------|-------------|--|-----------|---|--------------|------------|---|-------|----|-----------|---|---|

North of SW 288th Street Funding Goal

| | | | | | | | | | | | | | | | |
|------------|-------------------|------------|---------------|------------------------------------|--|-----------|---|--------------|------------|---|-------|----|-----------|---|---|
| 2017-1638S | Redland Crossings | Miami-Dade | Lewis V Swezy | RS Development Corp, Lewis V Swezy | | 7,488,000 | 0 | 7,488,000.00 | 16,000,000 | Y | NORTH | 23 | 55,880.60 | Y | 3 |
|------------|-------------------|------------|---------------|------------------------------------|--|-----------|---|--------------|------------|---|-------|----|-----------|---|---|

Additional Monroe County Applications

On February 3, 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 67-60.009, 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.

Exh. A

RFA 2016-112 All Applications

| Application Number | Name of Development | County | Name of Contact Person | Name of Developers | HC Request Amount | Workforce SAIL Request Amount | Additional SAIL Request Amount | Total Eligible SAIL Request (Workforce SAIL + Additional SAIL) | MWRB Request Amount | Set-Aside Units | Eligible For Funding? | North or South of SW 28th Street? | Total Points | Total Eligible SAIL Request (Workforce SAIL + Additional SAIL)/Set-Aside Units | Florida Job Creation Preference | Lottery Number |
|--------------------|-----------------------------|------------|------------------------|--------------------------------------------|-------------------|-------------------------------|--------------------------------|----------------------------------------------------------------|---------------------|-----------------|-----------------------|-----------------------------------|--------------|--------------------------------------------------------------------------------|---------------------------------|----------------|
| 2017-16385 | Resland Crossings | Miami-Dade | Lewis V Swezy | RS Development Corp, Lewis V Swezy | | 7,488,000 | 0 | 7,488,000.00 | 16,000,000 | 134 | Y | NORTH | 23 | 55,880.60 | Y | 3 |
| 2017-16405* | Casa de Palmas | Monroe | Martin C Flynn | Tri-Star Affordable Development, LLC | 805,000.00 | 3,000,000 | 2,400,000 | 5,400,000.00 | | 50 | Y | N/A | 23 | 108,000.00 | Y | 4 |
| 2017-16585 | Hibiscus Gardens Apartments | Miami-Dade | Alberto Milla, Jr. | Hibiscus Gardens Apartments Developer, LLC | | 8,500,000 | 0 | 8,500,000.00 | 19,000,000 | 144 | Y | NORTH | 16 | 59,027.76 | Y | 1 |
| 2017-16685 | Ambar Walk | Miami-Dade | Elena M. Adames | Ambar3, LLC | | 9,500,000 | 0 | 9,500,000.00 | 10,625,000 | 95 | Y | NORTH | 23 | 85,473.68 | Y | 2 |
| 2017-16785 | Ambar Key Homes | Miami-Dade | Elena M. Adames | Ambar3, LLC | | 8,500,000 | 0 | 8,500,000.00 | 11,500,000 | 108 | Y | SOUTH | 28 | 78,703.70 | Y | 5 |
| 2017-16805 | The Quarry | Monroe | Elena M. Adames | Ambar3, LLC | 898,985.00 | 3,000,000 | 0 | 3,000,000.00 | | 96 | Y | N/A | 23 | 31,250.00 | Y | 6 |

*HC Request Amount was adjusted during scoring

On February 3, 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.

Maureen McCarthy Daughton, LLC

MMD LAW

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RECEIVED
17 FEB - 9 AM '17

February 8, 2017
Via Hand Delivery

NOTICE OF INTENT


Kate A. Flemming
Corporation Clerk
Florida Housing Finance Corporation
227 North Bronough Street, Ste 5000
Tallahassee, Florida 32301-1329

Re: RFA 2016-112

Dear Ms. Flemming:

On behalf of Keys Affordable Development III, LLC (2017-164CS), we hereby give notice of our intent to protest the Award Notice and Scoring and Ranking of RFA 2016-112 posted by Florida Housing Finance Corporation on February 3, 2017 at 2:17 p.m., concerning SAIL Financing for the Construction of Work Force Housing in Miami-Dade County and Monroe County. (See attached)

Sincerely,


Maureen McCarthy Daughton

- Exh. B -

FEA 2016-112 All Applications

| Application Number | Name of Development | County | Name of Contact Person | Name of Developers | HC Request Amount | Workforce SAIL Request Amount | Additional SAIL Request Amount | Total Eligible SAIL Request (Workforce SAIL + Additional SAIL) | MIRIG Request Amount | Sec-Side Units | Eligible For Fundings? | North or South of SW 28th Street? | Total Request Points | Total Eligible SAIL Request (Workforce SAIL + Additional SAIL) / Sec-Side Units | Florida Job Creation Preference | Lottery Number |
|--------------------|-----------------------------|------------|------------------------|--------------------------------------------|-------------------|-------------------------------|--------------------------------|----------------------------------------------------------------|----------------------|----------------|------------------------|-----------------------------------|----------------------|---------------------------------------------------------------------------------|---------------------------------|----------------|
| 2017-16385 | Redland Crossings | Miami-Dade | Lewis V Swozy | R3 Development Corp, Lewis V Swozy | | 7,488,000 | 0 | 7,488,000.00 | 16,000,000 | 134 | Y | NORTH | 23 | 55,880.60 | Y | 3 |
| 2017-164CS* | Casa de Palms | Monroe | Martin C Flynn | Tri-Star Affordable Development, LLC | 805,000.00 | 3,000,000 | 2,400,000 | 5,400,000.00 | | 50 | Y | N/A | 23 | 108,000.00 | Y | 4 |
| 2017-16585 | Hibiscus Gardens Apartments | Miami-Dade | Alberca Wilo, Jr. | Hibiscus Gardens Apartments Developer, LLC | | 8,500,000 | 0 | 8,500,000.00 | 19,000,000 | 144 | Y | NORTH | 16 | 59,027.78 | Y | 1 |
| 2017-16685 | Ambar Walk | Miami-Dade | Elena M. Adams | Ambar3, LLC | | 8,500,000 | 0 | 8,500,000.00 | 10,625,000 | 95 | Y | NORTH | 23 | 89,173.68 | Y | 2 |
| 2017-16785 | Ambar Key Homes | Miami-Dade | Elena M. Adams | Ambar3, LLC | | 8,500,000 | 0 | 8,500,000.00 | 11,500,000 | 108 | Y | SOUTH | 28 | 78,709.70 | Y | 5 |
| 2017-168CS | The Quarry | Monroe | Elena M. Adams | Ambar3, LLC | 298,985.00 | 3,000,000 | 0 | 3,000,000.00 | | 96 | Y | N/A | 23 | 31,250.00 | Y | 6 |

*HC Request Amount was adjusted during scoring

On February 3, 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 130.57(3), Fla. Stat., Rule Chapter 28-110, F.A.C., and Rule 67-80.009, F.A.C. Failure to file a protest within the time prescribed in Section 130.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

FLORIDA HOUSING FINANCE CORPORATION SURVEYOR CERTIFICATION

Name of Development: THE QUARRY

Development Location: Riviera Drive and Puerta Drive, Big Coppitt Key, Unincorporated Monroe County, Florida

(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 Sites¹, the Development Location stated above must reflect the Scattered Site 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).*

Part I: Development Location Point² -

| Latitude | | | Longitude | | | DDA ZCTA ³ , if applicable |
|------------------------|----------------------|-----------------------------------------------------------|------------------------|----------------------|-----------------------------------------------------------|---------------------------------------|
| N <u>24</u> Degrees | <u>35</u> Minutes | <u>52.71</u> Seconds (represented to 2 decimal places) | W <u>81</u> Degrees | <u>40</u> Minutes | <u>12.75</u> Seconds (represented to 2 decimal places) | _____ |

To be eligible for proximity points, Degrees and Minutes must be stated as whole numbers and Seconds must be represented to 2 decimal places.

Part II: Transit Service – State the latitude and longitude coordinates for one (1) Transit Service on the chart below.⁴

| | Latitude | | | Longitude | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------|-------------------------------------------|--------------|---------|-------------------------------------------|
| | N Degrees | Minutes | Seconds (represented to 2 decimal places) | W Degrees | Minutes | Seconds (represented to 2 decimal places) |
| Public Bus Stop | _____ | _____ | _____ | _____ | _____ | _____ |
| Public Bus Transfer Stop | _____ | _____ | _____ | _____ | _____ | _____ |
| Public Bus Rapid Transit Stop | _____ | _____ | _____ | _____ | _____ | _____ |
| SunRail Station, MetroRail Station, or TriRail Station | _____ | _____ | _____ | _____ | _____ | _____ |
| 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 |

(Form Rev. 01-17)

Initials of Surveyor KL

- Exh. C -

FLORIDA HOUSING FINANCE CORPORATION SURVEYOR CERTIFICATION

Part III: Community Services - State the Name, Address and latitude and longitude coordinates of the closest service(s) on the chart below.⁴

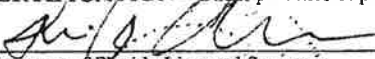
| | | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------|----------------------------------------------------------|--------------------|------------------|----------------------------------------------------------|
| Grocery Store: | Latitude | | | Longitude | | |
| Name - _____ Address - _____ _____ _____ | N _____ Degrees | _____ Minutes | _____ Seconds (represented to 2 decimal places) | W _____ Degrees | _____ Minutes | _____ Seconds (represented to 2 decimal places) |
| 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 | |
| Medical Facility: | Latitude | | | Longitude | | |
| Name - _____ Address - _____ _____ _____ | N _____ Degrees | _____ Minutes | _____ Seconds (represented to 2 decimal places) | W _____ Degrees | _____ Minutes | _____ Seconds (represented to 2 decimal places) |
| 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 | |
| Pharmacy: | Latitude | | | Longitude | | |
| Name - _____ Address - _____ _____ _____ | N _____ Degrees | _____ Minutes | _____ Seconds (represented to 2 decimal places) | W _____ Degrees | _____ Minutes | _____ Seconds (represented to 2 decimal places) |
| 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 | |
| Public School: | Latitude | | | Longitude | | |
| Name - _____ Address - _____ _____ _____ | N _____ Degrees | _____ Minutes | _____ Seconds (represented to 2 decimal places) | W _____ Degrees | _____ Minutes | _____ Seconds (represented to 2 decimal places) |
| 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 | |

FLORIDA HOUSING FINANCE CORPORATION SURVEYOR CERTIFICATION

For this certification form to be considered complete, it must be properly executed and the required information must be stated at Part I of the form. For this certification to be eligible for Proximity Points not automatically awarded, it must be properly executed, Part I must be completed, and the applicable services information must be stated at Parts II and III of the form.

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

5328
Florida License Number of Signatory

KEITH M. CHEE-A-TOU, P.L.S.
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, including definitions. 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 form will not be considered. 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. For scoring purposes, page 4 of this 4 page form may be omitted from the Applicant's submission.

Definitions:

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, is considered to be 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. All of the Scattered Sites must be located in the same county. The location of the Scattered Site means, at a minimum, the address number, street name, and city, and/or provide (i) the street name, closest designated intersection and city (if located within a city), or (ii) the street name, closest designated intersection and county (if located in the unincorporated area of the county).

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.

³"DDA ZCTA" or "DDA Zip Code Tabulation Area," applies only if any of the proposed Development site(s) is/are located within a metropolitan area and in a ZCTA which has been designated by the Department of Housing and Urban Development (HUD) as a Small Area Difficult Development Area (SADDA) at <https://www.huduser.gov/portal/datasets/qct.html>. This can be determined by entering the applicable information at the HUD mapping application, which can be found at https://www.huduser.gov/portal/sadda/sadda_qct.html. Note: The Surveyor should confirm with the Applicant which years' Metropolitan DDA data set applies for this Development.

⁴The 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 represented to 2 decimal places. If the degrees and minutes are not stated as whole numbers and the seconds are not represented to 2 decimal places, the Applicant will not be eligible for proximity points for that service.

(Form Rev. 01-17)

FLORIDA HOUSING FINANCE CORPORATION
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ROADS

FHFC Application Reference: 2016-112
Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: THE QUARRY

Riviera Drive and Puerta Drive, Big Coppitt Key

Development Location: Unincorporated Monroe County, Florida
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).

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Existing paved roads provide access to the proposed Development or paved roads will be constructed as part of the proposed Development;
2. There are no impediments to the proposed Development using the roads other than payment of impact fees or providing curb cuts, turn lanes, signalization, or securing required final approvals and permits for the proposed Development; and
3. The execution of this verification is not a granting of traffic concurrency approval for the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct.

Ada Maite Santamaria Monroe County
Signature Name of Entity Providing Service

Ada Maite Santamaria
Print or Type Name

Director of Planning + Environmental Resources 2198 Overseas Hwy Suite 400
Print or Type Title Address (street address, city, state) Marathon, FL

305-289-2562
Telephone Number (including area code)

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. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

- Exh. D -