

**BEFORE THE STATE OF FLORIDA  
FLORIDA HOUSING FINANCE CORPORATION**

JACK ORR PLAZA,  
PRESERVATION ONE, LLC

Petitioner,  
vs.

FHFC No. 2012-045UP  
Application No. 2011-114C

FLORIDA HOUSING FINANCE  
CORPORATION,

Respondent.

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FINANCE CORPORATION

**PETITION FOR ADMINISTRATIVE HEARING**

Pursuant to Section 120.569 and .57, Florida Statutes (F.S.) and Rule 67-48.005(5), Florida Administrative Code (F.A.C.), Petitioner, Jack Orr Plaza, Preservation One, LLC ("Jack Orr") requests an administrative hearing to challenge FLORIDA HOUSING FINANCE CORPORATION's ("Florida Housing") scoring actions concerning Universal Cycle Application No. 2011-128C ("Metro South Senior"). In support of this Petition, Jack Orr provides as follows:

1. Jack Orr is a Florida limited liability company with its address at 315 S. Biscayne Boulevard, Miami Florida 33131. Jack Orr is in the business of providing affordable rental housing units.
2. Florida Housing is the state agency delegated the authority and responsibility for administering and awarding funds pursuant to Chapter 420, F.S., and Rules 67-21 and 67-48, F.A.C.

**Nature of the Controversy**

3. On December 6, 2011, Jack Orr applied to Florida Housing for funding pursuant to the Low Income Housing Tax Credit Program (LIHTC). The purpose of the requested funds was to

supplement the rehabilitation of a 200 unit elderly affordable public housing apartment complex in Miami, Florida, named Jack Orr Plaza.

4. Pursuant to section 420.5099, Florida Statutes, Florida Housing is the designated “housing credit agency” for the State of Florida and administers Florida’s low-income housing tax credit program. Through this program, Florida Housing allocates Florida’s annual fixed pool of federal tax credits to developers of affordable housing.

5. 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 develop specific multi-family housing projects. An applicant entity will then sell 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 rents that are affordable to low-income and very-low-income tenants.

6. The United States Congress has created a program, governed by Section 42 of the Internal Revenue Code (“IRC”), by which federal income tax credits are allotted annually to each state on a per capita basis to encourage private developers to build and operate 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 all IRC requirements.

### **The 2011 Universal Application Cycle**

7. Because Florida Housing’s available pool of federal tax credits each year is limited, qualified projects must compete for this funding. To assess the relative merits of proposed projects, Florida Housing has established a competitive application process pursuant to Chapter 67-48,

F.A.C. Specifically, Florida Housing's application process for 2011, as set forth in Rules 67-48.002-.005, F.A.C., involves the following:

- (a) The publication and adoption by rule of an application package;
- (b) The completion and submission of applications by developers;
- (c) Florida Housing's preliminary scoring of applications;
- (d) An initial round of administrative challenges in which an applicant may take issue with Florida Housing's scoring of another application by filing a Notice of Possible Scoring Error ("NOPSE")
- (e) Florida Housing's consideration of the NOPSEs submitted, with notice to applicants of any resulting change in their preliminary scores;
- (f) An opportunity for the applicant to submit additional materials to Florida Housing to "cure" any items for which the applicant received less than the maximum score;
- (g) A second round of administrative challenges whereby an applicant may raise scoring issues arising from another applicant's cure materials by filing a Notice of Alleged Deficiency ("NOAD");
- (h) Florida Housing's consideration of the NOADs submitted, with notice to applicants of any resulting change in their scores;
- (i) An opportunity for applicants to challenge, via informal or formal administrative proceedings, Florida Housing's evaluation of any item for which the applicant received less than the maximum score; and
- (j) Final scores, ranking, and allocation of tax credit funding to applicants through the adoption of final orders.
- (k) A final appeals process through which applicants may be allocated award funding from future credits by making the case that "but for" specific scoring errors by Florida Housing on other applications, their application would have been funded

8. At the completion of this process a Final Score is assigned to each Application.

Based on these Final Scores, and a series of Tie Breakers, Applications are then ranked. Funds are awarded to applicants starting with applicable preferences and set asides and the highest

scoring applicants, until the available funds are exhausted. Applicants compete for funds, in large part, against other applicants in the same county size group.

**Jack Orr's Application**

9. Based on a review of Florida Housing's Final Ranking dated June 8, 2012 Jack Orr received a final score of 79 out of a possible 79 points for its application. Jack Orr received 6 out of 6 Ability-To-Proceed and 34.5 out of 37 Proximity Tie-Breaker points, and was deemed to have passed threshold. This score placed Jack Orr in the funding range "but for" Florida Housings scoring of other Applications. Florida Housing's scoring actions concern whether the Application 2011-128C was correctly scored and ranked.

10. As will be explained more fully below, Florida Housing's scoring actions is erroneous. Jack Orr in this proceeding challenges the scoring and ranking of Application No. 2011-128C.

**Substantial Interests Affected**

11. As an applicant for funds allocated by Florida Housing, Jack Orr's substantial interests are adversely affected by the scoring decisions here. The final scoring actions of Florida Housing resulted in Jack Orr's application being displaced from the funding range. Since the purpose of the tax credit program in general is to provide funding to developers of apartment projects for low income residents, then Jack Orr's interests are adversely and substantially affected by the loss of funding. Indeed, without the requested funding, Jack Orr's ability to rehabilitate much needed elderly affordable public housing units will be severely jeopardized.

**Application #2011-128C**

12. Part III. Section C of the Universal Application as a threshold matter requires an Applicant to provide information concerning the ability to proceed with the development

including the availability of infrastructure including water and sewer. At Part III. Section (C.)3.) the Application Instructions specifically provide "Should any variance or local hearing be required **or if there is a moratorium pertaining to any of the utilities** or roads for this Development, **the infrastructure is not available.**" (See Attachment A)

13. In response to this requirement Metro South Senior provided a letter dated November 14, 2011, from the Miami-Dade County Water and Sewer Department at Exhibit 30. This same letter was used to show that both Water and Sewer Services existed as of the Application Deadline. The letter specifically provides as to the provision of sewer that "Pump Station 177 is in Conditional Moratorium; therefore, a private pump station is needed." (See Attachment B)

14. This statement from Miami Dade County clearly identifies that there is a lack of infrastructure. Since there is a Moratorium for Sewer Service this required infrastructure is not available and was not available as of the Application Deadline of December 6, 2011, resulting in the failure to meet the threshold requirement. This issue was raised in a NOPSE which Florida Housing did not accept. (See Attachment C) Florida Housing erred when it failed to penalize Metro South Senior in violation of the Universal Application Instructions. (See Attachment D)

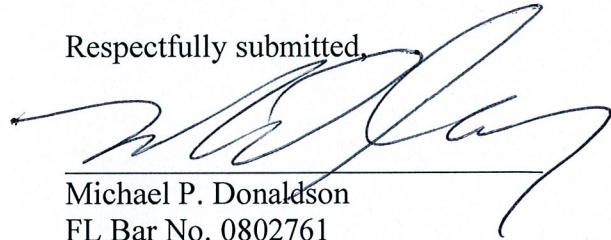
15. As a result of Metro South Senior failing threshold, the current No. 3 ranked TOD Application No. 2011-181C (West Brickell View Apartments) should have been ranked as the No. 2 TOD. The No. 1 ranked Miami Dade County Preservation Application No. 2011-048C (Stirrup Plaza Preservation Phase One, LLC) ("Stirrup Plaza") which is also a TOD, should have been moved to the vacated No. 3 ranked TOD.

16. As a result of Stirrup Plaza, vacating the No. 1 ranked Application in the Miami the Dade County Preservation SAUL, the current No. 2 ranked Miami Dade County Preservation

Application 2011-050C (Dante Fascell Preservation Phase One) totaling 151 units and the current No. 3 ranked Miami Dade County Preservation Development South Miami Plaza Preservation Phase One totaling 97 units would move up one position to the No. 2 ranked Miami Dade County Preservation SAUL. The current No. 4 ranked Miami Dade County Preservation Development Jack Orr totaling 200 units then moves to the No. 3 ranked Miami Dade County Preservation ranking. As a result, Jack Orr which does not exceed the 450 unit SAUL limit is now in funding range.

WHEREFORE, Jack Orr requests that it be granted an administrative proceeding to contest Florida Housing's erroneous scoring decisions. To the extent there are disputed issues of fact, this matter should be forwarded to the Division of Administrative Hearings. Ultimately, Jack Orr requests the entry of a Recommended and Final Order which finds that: Florida Housing's scoring decision as to Application No. 2011-128C is erroneous and but for those erroneous scoring decisions Jack Orr would have been funded. Jack Orr would also request that it be funded from the next available allocation.

Respectfully submitted,

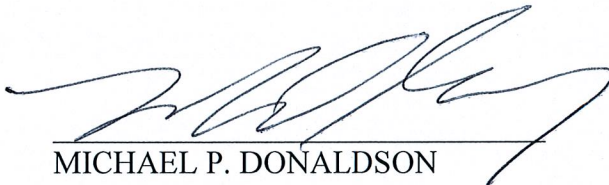


Michael P. Donaldson  
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215 S. Monroe St., Suite 500  
Tallahassee, FL 32302  
Telephone: (850) 224-1585  
Facsimile: (850) 222-0398

Counsel for Applicant

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that the original of the foregoing has been filed by Hand Delivery with the Agency Clerk, Florida Housing Finance Corporation, 227 N. Bronough Street, Suite 5000, Tallahassee, FL 32301; and a copy furnished to Della Harrell, Agency Clerk, Florida Housing Finance Corporation, 227 N. Bronough St., Suite 5000, Tallahassee, FL 32301, this 2nd day of July, 2012.

  
MICHAEL P. DONALDSON

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# ATTACHMENT A



# Attachment A

## 3. Evidence of Infrastructure Availability (Threshold)

To achieve threshold, the Applicant must demonstrate that as of the date that signifies the Application Deadline for the 2011 Universal Cycle each type of infrastructure is available to the proposed Development site. Infrastructure is considered available if there are no impediments to obtaining service other than the conditions expressed in the Verification of Availability of Infrastructure forms as provided in this Application Package. Should any variance or local hearing be required, or if there is a moratorium pertaining to any of the utilities or roads for this Development, the infrastructure is not available. If the proposed Development consists of Scattered Sites, evidence of availability of each type of infrastructure must be provided for all of the Scattered Sites.

The Applicant may submit the properly completed and executed Verification of Availability of Infrastructure forms included within the Application Package or submit a letter from the entity providing the service (electricity, water, and wastewater) or Local Government (roads) verifying that each type of infrastructure is available for the proposed Development on or before the Application Deadline for the 2011 Universal Cycle. Regardless of whether provided by the Application Deadline or by the date that signifies the end of the cure period outlined in Rules 67-21.003 and 67-48.004, F.A.C., each letter submitted to confirm infrastructure availability must demonstrate availability on or before the Application Deadline for the 2011 Universal Cycle. Letters must be Development-specific and dated within 12 months of the Application Deadline. The verifications (forms and letters) may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.

- a. Electricity - Evidence of availability on or before the Application Deadline must be provided behind a tab labeled **"Exhibit 28"**.
- b. Water - Evidence of availability on or before the Application Deadline must be provided behind a tab labeled **"Exhibit 29"**.
- c. Sewer, Package Treatment or Septic Tank - Evidence of availability on or before the Application Deadline must be provided behind a tab labeled **"Exhibit 30"**.
- d. Roads - Evidence of availability on or before the Application Deadline must be provided behind a tab labeled **"Exhibit 31"**.

## 4. Evidence of Appropriate Zoning (Threshold)

To achieve threshold the Applicant must provide the applicable Local Government verification form, properly completed and executed, behind a tab labeled **"Exhibit 32"**. The verification form must demonstrate that as of the date that signifies the Application Deadline for the 2011 Universal Cycle the proposed Development site is appropriately zoned and consistent with local land use regulations regarding density and intended use or that the proposed Development

# **ATTACHMENT B**

# Attachment B



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

November 14, 2011

Ken Bowron, Jr.  
2206 Jo-an Drive  
Sarasota, FL 34231

Re: Water and Sewer Availability for (11-246102) "Metro South Senior Apartments" for new construction of 91 apartment units to be located at 6101 Sunset Dr., South Miami, Florida, Folio #: 09-4025-011-0070, -0090, and -0100.

Ladies and Gentlemen:

This letter is in response to your inquiry regarding water and sewer availability to the above-referenced property for the proposed construction and connection of 91 apartment units to replace an existing office building.

The County owns and operates an existing twelve (12) inch water main stub-out located in S.W. 61 Avenue, north of Sunset Drive (S.W. 72 Street), to which the property owner shall connect and extend a twelve (12) inch water main northerly in S.W. 61 Avenue to the northeast corner of the property, interconnecting to an existing two (2) inch water main at that location for water service. The Developer may also connect to an existing twelve (12) inch water main or to an existing twenty (20) inch water main, both located in Sunset Drive abutting the southern boundary of the property for water service. Any public water main extension within the property shall be twelve (12) inches minimum in 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. Pump Station 177 is in Conditional Moratorium; therefore, a private pump station is needed, as long as all legal requirements are met. The County owns and operates an eighteen (18) inch sewer force main located in S.W. 72 Street, east of Sunset Court, to which the Developer shall connect and extend an eight (8) inch sewer force main northerly across S.W. 72 Street, then westerly in S.W. 72 Street as necessary to provide service to the property.



Construction connection charges and connection charges shall be determined once the property owner enters into an agreement for water and 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.

**ATTACHMENT B**

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 v. 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, the 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,



Zaba S. Castro, Esq.,  
New Business Manager

ZSC/dp

# **ATTACHMENT C**

Brief Statement of Explanation regarding  
Application No. 2011-128C

**Part III.C.3.**

The Applicant provided as Exhibit 30 a letter of sewer availability that contains impediments to obtaining sewer service not allowed by the FHFC Instructions. Therefore, Exhibit 30 should be rejected and the Applicant should fail threshold and receive zero Ability to Proceed tie-breaker points for availability of sewer.

The Applicant provided a letter of availability from the Miami Dade Water and Sewer Department as Exhibit 30 in order to evidence infrastructure availability of sewer for the Development.

The letter from the Water and Sewer Department states that “Pump Station 177 is in **Conditional Moratorium**; therefore, a private pump station is needed, as long as all legal requirements are met.” (emphasis added). Please see attached Exhibit A.

The FHFC Application Instructions clearly state that *“Infrastructure is considered available if there are no impediments to obtaining service other than the conditions expressed in the Verification of Availability of Infrastructure forms as provided in the Application Package.”*

The Verification of Availability of Infrastructure – Sewer Capacity, Package Treatment, or Septic Tank form provided in the Application Package requires the local service provider to confirm the following:

*“There are no impediments to the proposed Development for obtaining the specified waste treatment service other than the payment of hook-up or installation fees, line extensions to be paid for by the Applicant in connection with the construction of the Development, or such other routine administrative procedure.”*

and

*“To the best of our knowledge, there are no moratoriums pertaining to this service, which are applicable to the proposed Development”*

The letter of availability provided by the Applicant clearly states that there is an additional impediment to obtaining waste treatment service for this Development - the construction and approval of a private pump station – which is not listed as an acceptable impediment of the Verification form.

**ATTACHMENT C**

Further, the Water and Sewer Department would not have been able to sign the Verification form due to the fact that there is a moratorium pertaining to the service which is applicable to the proposed Development, as noted in the letter provided.

Therefore, because the pump station intended to provide sewer service this Development is under a moratorium as well as the fact that that there are additional impediments to obtaining service the sewer infrastructure should not be considered available.

In order to receive Ability to Proceed Tie-Breaker Points, evidence of availability of each type of infrastructure must be provided. The Applicant failed to provide this evidence for sewer infrastructure availability in Exhibits 30; therefore the Applicant should receive zero points for the Ability to Proceed Availability of Sewer points.

Exhibit A



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

November 14, 2011

Ken Bowron, Jr.  
2206 Jo-an Drive  
Sarasota, FL 34231

Re: Water and Sewer Availability for (11-246102) "Metro South Senior Apartments" for new construction of 91 apartment units to be located at 6101 Sunset Dr., South Miami, Florida, Folio #: 09-4025-011-0070, -0090, and -0100.

Ladies and Gentlemen:

This letter is in response to your inquiry regarding water and sewer availability to the above-referenced property for the proposed construction and connection of 91 apartment units to replace an existing office building.

The County owns and operates an existing twelve (12) inch water main stub-out located in S.W. 61 Avenue, north of Sunset Drive (S.W. 72 Street), to which the property owner shall connect and extend a twelve (12) inch water main northerly in S.W. 61 Avenue to the northeast corner of the property, interconnecting to an existing two (2) inch water main at that location for water service. The Developer may also connect to an existing twelve (12) inch water main or to an existing twenty (20) inch water main, both located in Sunset Drive abutting the southern boundary of the property for water service. Any public water main extension within the property shall be twelve (12) inches minimum in 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. Pump Station 177 is in Conditional Moratorium; therefore, a private pump station is needed, as long as all legal requirements are met. The County owns and operates an eighteen (18) inch sewer force main located in S.W. 72 Street, east of Sunset Court, to which the Developer shall connect and extend an eight (8) inch sewer force main northerly across S.W. 72 Street, then westerly in S.W. 72 Street as necessary to provide service to the property.

Construction connection charges and connection charges shall be determined once the property owner enters into an agreement for water and 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.



Water and Sewer Availability (11-246102)  
"Metro South Senior Apartments"  
November 14, 2011  
Page 2

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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,



Zaba S. Castro, Esq.,  
New Business Manager

ZSC/dp

## Brief Statement of Explanation regarding Application No. 2011 - 128C

### **Provide a separate brief statement for each NOPSE**

Pursuant to Rule 67-48.004(4), Sapodilla Place, Ltd. (Application Number 2011-182C) submits the following Notice of Possible Scoring Error and provides the following Brief Statement of Explanation regarding the deficiencies contained in the Application submitted by Metro South Senior Apartments Limited Partnership, and Application Number 2011-128C:

#### PART III: Proposed Development

##### SECTION C: Ability to Proceed

##### SUBSECTION 3: Evidence of Infrastructure (Sewer)

To achieve threshold the Applicant must provide a properly completed form or letter to verify, by the Application Deadline, availability of sewer service to the proposed development. The Applicant provided a letter from Miami Dade Water and Sewer Department, however the letter states that the pump station to which this project's sewer would flow (pump station 177) is currently under a conditional moratorium (see exhibit E). Further, Miami Dade Water and Sewer provided written documentation via email further clarifying the letter and confirming that "no new flows" are being accepted to this pump station (see Exhibit F attached).

As such, the Applicant must fail threshold as the proposed project did not have sewer capacity on or before the Application Deadline and currently does not have sewer capacity until pump station 177 is replaced by the County.



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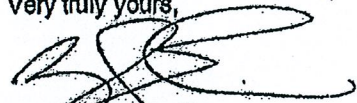
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If we can be of further assistance in this matter, please contact us.

Very truly yours,



Zeba S. Castro, Esq.,  
New Business Manager

ZSC/dp

# **ATTACHMENT D**

# Scoring Summary Report

File #: 2011-128C    Development Name: Metro South Senior Apartments

As of: 06/08/2012

	Maximum Points/Eligibility	Preliminary	NOPSE	Final	Final Ranking
Met Threshold	Y/N	Y	N	Y	Y
Total Points	79	79.00	79.00	79.00	79.00
Ability to Proceed Tie-Breaker Points	6	6.00	6.00	6.00	6.00
Proximity Tie-Breaker Points	37	36.75	36.75	36.75	36.75
Eligible for 1/8th Mile Ranking Preference	Y/N	N	N	N	N
Eligible for Age of Development Tie-Breaker Ranking Preference	Y/N	N	N	N	N
Eligible for Concrete Construction Tie-Breaker Ranking Preference	Y/N	Y	Y	Y	Y
Eligible for Florida General Contractor Tie-Breaker Ranking Preference	Y/N	Y	Y	Y	Y
RA Level Classification (preference given to the lowest RA Level Classification)	1 - 6	6	6	6	6

**ATTACHMENT D**

Scores:

Item #	Part	Section	Subsection	Description	Maximum Available Points	Preliminary	NOPSE	Final	Final Ranking
1S	II.	B.	1.c.	Developer Housing Credit Development Experience	3.00	3.00	3.00	3.00	3.00
<b>Construction Features and Amenities</b>									
2S	III.	B.	3.a.	Optional - NC & Rehab. Units	9.00	9.00	9.00	9.00	9.00
3S	III.	B.	3.b.	Optional - All Developments Except SRO	12.00	12.00	12.00	12.00	12.00
3S	III.	B.	3.c.	Optional - SRO Developments	12.00	0.00	0.00	0.00	0.00
4S	III.	B.	3.d.	Optional - Universal Design & Visitability	10.00	10.00	10.00	10.00	10.00
5S	III.	B.	5.a.(1)	Green Building Features (NC & Redev.)	7.00	0.00	0.00	0.00	0.00
5S	III.	B.	5.a.(2)	Green Building Certification (NC & Redev.)	10.00	10.00	10.00	10.00	10.00
5S	III.	B.	5.b.	Green Building Features (Rehab. & Preserv.)	10.00	0.00	0.00	0.00	0.00
<b>Set-Aside Commitments</b>									
6S	III.	E.	1.b.(2)	Special Needs Households	4.00	4.00	4.00	4.00	4.00
7S	III.	E.	1.b.(3)	Total Set-Aside Commitment	3.00	3.00	3.00	3.00	3.00
8S	III.	E.	3.	Affordability Period	5.00	5.00	5.00	5.00	5.00
<b>Resident Programs</b>									
9S	III.	F.	1.	Programs for Non-Elderly & Non-Homeless	6.00	0.00	0.00	0.00	0.00
9S	III.	F.	2.	Programs for Homeless (SRO & Non-SRO)	6.00	0.00	0.00	0.00	0.00
9S	III.	F.	3.	Programs for Elderly	6.00	6.00	6.00	6.00	6.00
10S	III.	F.	4.	Programs for All Applicants	8.00	8.00	8.00	8.00	8.00
<b>Local Government Contributions</b>									
11S	IV.	A.		Contributions	5.00	5.00	5.00	5.00	5.00
<b>Local Government Incentives</b>									
12S	IV.	B.		Incentives	4.00	4.00	4.00	4.00	4.00

**Threshold(s) Failed:**

Item #	Part	Section	Subsection	Description	Reason(s)	Created as Result of	Rescinded as Result of
1T	V.	D.	1.	Non-Corporation Funding	The Applicant provide an equity letter from RBC Capital Markets which states on page one that the tax equity contribution will be \$23,498,653. The Applicant provided a loan commitment letter from Chase Bank which states on page 2 "Tax Credit Equity: Approximately \$2,526,990 annually". Due to this inconsistency the loan commitment letter could not be used as a source of financing.	NOPSE	Final
2T	V.	B.		Construction/Rehab. Analysis	The Applicant has a construction financing shortfall of \$16,052,576.	NOPSE	Final
3T	V.	B.		Permanent Analysis	The Applicant has a permanent financing shortfall of \$778,527.	NOPSE	Final

**Ability To Proceed Tie-Breaker Points:**

Item #	Part	Section	Subsection	Description	Maximum Available Points	Preliminary	NOPSE	Final	Final Ranking
1A	III.	C.	1.	Site Plan/Plat Approval	1.00	1.00	1.00	1.00	1.00
2A	III.	C.	3.a.	Availability of Electricity	1.00	1.00	1.00	1.00	1.00
3A	III.	C.	3.b.	Availability of Water	1.00	1.00	1.00	1.00	1.00
4A	III.	C.	3.c.	Availability of Sewer	1.00	1.00	1.00	1.00	1.00
5A	III.	C.	3.d.	Availability of Roads	1.00	1.00	1.00	1.00	1.00
6A	III.	C.	4.	Appropriately Zoned	1.00	1.00	1.00	1.00	1.00



Proximity Tie-Breaker Points:

Item #	Part	Section	Subsection	Description	Maximum Available Points	Preliminary	NOPSE	Final	Final Ranking
<b>Transit Services</b>									
1P	III.	A.	10.a	Public Bus Stop	2.00	0.00	0.00	0.00	0.00
1P	III.	A.	10.a	Public Bus Transfer Stop or Public Bus Transit Stop	6.00	0.00	0.00	0.00	0.00
1P	III.	A.	10.a	Public Rail Station	7.00	7.00	7.00	7.00	7.00
<b>Tier 1 Services</b>									
2P	III.	A.	10.a	Grocery Store	4.00	4.00	4.00	4.00	4.00
3P	III.	A.	10.a	Public School	4.00	0.00	0.00	0.00	0.00
3P	III.	A.	10.a	Senior Center	4.00	4.00	4.00	4.00	4.00
4P	III.	A.	10.a	Medical Facility	4.00	4.00	4.00	4.00	4.00
<b>Eligible for Tier 1 Service Score Boost (Yes/No)</b>						N	N	N	N
<b>Total Tier 1 Service Score</b>					12.00	12.00	12.00	12.00	12.00
<b>Tier 2 Services</b>									
5P	III.	A.	10.a	Public Park	2.00	2.00	2.00	2.00	2.00
6P	III.	A.	10.a	Community Center	2.00	1.75	1.75	1.75	1.75
7P	III.	A.	10.a	Pharmacy	2.00	2.00	2.00	2.00	2.00
8P	III.	A.	10.a	Public Library	2.00	2.00	2.00	2.00	2.00
<b>FHFC Proximity List</b>									
9P	III.	A.	10.b	Proximity to Developments on FHFC Development Proximity List	10.00	10.00	10.00	10.00	10.00

Additional Application Comments:

Item #	Part	Section	Subsection	Description	Comment(s)	Created as Result of	Rescinded as Result of
1C	III.	A.	10.b.	Proximity to Developments on FHFC Development Proximity List	The Application qualifies for 10 automatic proximity points at Part III.A.10.b.(1) of the Application.	Preliminary	
2C	V.	D.	1.	Non-Corporation Funding	The Applicant provided a Local Government Verification of Contribution-Loan form at Exhibit 38. Because the loan is not effective through September 7, 2012 (a date that is nine (9) months after the Application Deadline), it could not be considered a source of financing. This has no material impact on the Development's financing.	Preliminary	
3C	V.	B.		Pro Forma	The loan commitment provided states a loan commitment fee of 1% of both the construction and permanent loan amounts. However, the amounts listed on the proforma for loan origination fees exceed these amounts. Therefore, the Total Development Cost was reduced by \$6,344.	NOPSE	