

STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

ROSEDALE HOLDINGS, LLC, H&H
DEVELOPMENT, LLC AND
BROOKSTONE I, LP,
Petitioners,

vs.

CASE NO. 2013-038BP

FLORIDA HOUSING FINANCE
CORPORATION,
Respondent,

and

PARADISE POINT SENIOR
HOUSING, LLC,
Intervenor,

and

ARBOURS AT CENTRAL PARKWAY,
LLC,
Intervenor,

and

ARBOURS AT TUMBLIN CREEK,
LLC,

Intervenor._____/

OCDC PALM VILLAGE, LP,
PRESTWICK DEVELOPMENT COMPANY,
LLC, AND OKALOOSA COMMUNITY
DEVELOPMENT CORPORATION,
Petitioners,

vs.

CASE NO. 2013-042BP

FLORIDA HOUSING FINANCE
CORPORATION,
Respondent,

and

KATIE MANOR, LTD.,
Intervenor._____/

FRENCHTOWN SQUARE,
Petitioner,

vs.

CASE NO. 2013-043BP

FLORIDA HOUSING FINANCE
CORPORATION,
Respondent._____/

ACCURATE STENOGRAPHY REPORTERS, INC.
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(CONTINUED TITLE PAGE)

JPM WESTBROOK I LIMITED
PARTNERSHIP,
Petitioner,

vs.

CASE NO. 2013-044BP

FLORIDA HOUSING FINANCE
CORPORATION,
Respondent,

and

KATIE MANOR, LTD.,
Intervenor. /

SUMMERSET APARTMENTS LIMITED
PARTNERSHIP,
Petitioner,

vs.

CASE NO. 2013-047BP

FLORIDA HOUSING FINANCE
CORPORATION,
Respondent,

and

FOREST RIDGE AT BEVERLY
HILLS, LTD.,
Intervenor. /

PROCEEDINGS:

Motion hearings

BEFORE:

CHRISTOPHER G. MCGUIRE
HEARING OFFICER

DATE:

March 5, 2014

TIME:

Commenced at 9:13 a.m.
Concluded at 2:13 p.m.

LOCATION:

Stelzer Room, Sixth Floor
227 North Bronough Street
Tallahassee, Florida

REPORTED BY:

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COURT REPORTER

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PROCEEDINGS

THE HEARING OFFICER: Good morning. March 5th, 2014, we're in Tallahassee, Florida. We're hearing the case of *Rosedale Holdings, et al. v. Florida Housing Finance Corporation*, Case Number: 2013-038BP, and lots more case numbers too.

My name is Chris McGuire. I've been appointed hearing officer for the corporation. This is an informal hearing. Presumably there will be no disputed issues of material facts. If at some point we discover that there are disputed issues of material fact, we'll have to stop this hearing and refer it over to Division of Administrative Hearings for a 127.51 hearing.

Are there any preliminary matters we need to take up before we begin?

MS. WALKER: Yes, there's one evidentiary issue I believe we should take up.

THE COURT REPORTER: Please speak up.

MS. WALKER: Yes, I'm sorry. There is one evidentiary issue relating to Summerset's proposed Exhibit 1 that we would like to take up as a preliminary matter --

1 THE HEARING OFFICER: Okay.

2 MS. WALKER: -- before we begin.

3 Summerset is proposing to introduce as Exhibit
4 1 an affidavit which we contend is inadmissible
5 in this proceeding under 120.57(3)(f), the
6 provision that states that in a protest, in a
7 request for proposals procurement, no
8 submission made after the bid or proposal
9 opening which amends or supplements. The
10 bidder's proposal shall be considered.

11 The affidavit is an affidavit which
12 purports to describe some things that may have
13 happened with respect to documents that were
14 included in Summerset's application, but things
15 that did not occur until after the application
16 deadline. Again, we believe the statute is
17 very clear and in *Brooks Builders, Inc. v.*
18 *Department of Transportation* the administrative
19 law judge found that the statutory prohibition
20 in 120.57(3)(f) is mandatory and unambiguous,
21 and that for an agency to make assumptions
22 concerning matters not contained in the bid
23 document as of the bid submission date and
24 later clarified through a post bid submission
25 would be error.

1 In fact, you recently addressed this issue
2 in *The ARC of Martin County v. Florida Housing*
3 *Finance Corporation case*. This is a very
4 similar situation. I believe that case
5 involved an issue relating to a real estate
6 purchase agreement and whether it established
7 site control. That's what is at issue with
8 respect to Summerset. Our position is that
9 Summerset real estate purchase agreement that
10 was included in the Summerset application does
11 not establish site control because the closing
12 date occurs earlier than six months following
13 the application deadline.

14 What Summerset is now trying to do is
15 introduce an affidavit that tries to discuss
16 the intention of the parties other than what is
17 stated on the document itself and trying to
18 include an amendment that occurred after the
19 application deadline. Again we think the law
20 is very clear under 120.57(3)(f) that it should
21 not be admitted in this proceeding because
22 basically what they're trying to do is
23 introduce information that supplements or
24 modifies what was in their application as of
25 the deadline and which information was not

1 before Florida Housing when it made its
2 intended decision in this matter.

3 In addition we would object to the
4 affidavit as hearsay; it is an affidavit of an
5 individual that's not a party in this
6 proceeding; and there's no exception to the
7 hearsay rule that we're aware of or any
8 corroborating evidence of what's stated in the
9 proposed affidavit.

10 THE HEARING OFFICER: And this proposed
11 affidavit is in one of the --

12 MS. WALKER: I don't believe it in -- it's
13 not stipulated to.

14 THE HEARING OFFICER: So I haven't seen
15 that, it hasn't been introduced, no one has
16 brought it up yet.

17 MS. WALKER: Right. But we believe that
18 Mr. Menton will reference it in his opening
19 statement which is why I thought that we should
20 take it up first.

21 THE HEARING OFFICER: Let's go around and
22 identify each other first so we all know who is
23 who.

24 MR. SELLERS: Larry Sellers with the
25 Holland & Knight law firm representing

1 Rosedale, *et cetera*.

2 MS. WALKER: Karen Walker with Holland &
3 Knight also representing Rosedale, H&H, and
4 Brookstone.

5 MR. VARN: Craig Varn with Manson Bolves
6 representing Katie Manor.

7 MR. MAIDA: Mike Maida representing Katie
8 Manor.

9 MR. REECY: Ken Reecy, Florida Housing,
10 corporate rep.

11 MR. MEFFERT: Wellington Meffert, Florida
12 Housing General Counsel.

13 MR. COHEN: Gary Cohen, Shutts & Bowen,
14 representing Arbours at Tumblin Creek and
15 Arbours at Central Parkway.

16 MR. DONALDSON: Michael Donaldson
17 representing OCDC Palm Village, L.P., *et al.* I
18 got to think about who I'm representing here.

19 THE HEARING OFFICER: I saw your name on a
20 few documents.

21 MR. DONALDSON: JPM Westbrook, *et al.*;
22 Frenchtown, *et al.*; and Paradise Point, *et al.*

23 MR. MENTON: Steve Menton with Rutledge
24 Ecenia representing Summerset Apartments.

25 THE HEARING OFFICER: Okay. Thank you.

1 Would you like to respond?

2 MR. MENTON: Sure. Thank you, Your Honor,
3 just briefly. I do think that it's hard for
4 you to deal with this issue in the abstract
5 until you actually have the documents in front
6 of you and you can see what we're talking
7 about, but just to respond to Ms. Walker's
8 argument.

9 The provision in 120.57(3) says that you
10 cannot amend or supplement your proposal. The
11 affidavit that we intend to offer does not
12 amend or supplement the purchase agreement
13 which is in the application. The purchase
14 agreement in the application is what it is,
15 we're not trying to change any of the terms.
16 There is a provision that creates an ambiguity
17 within the document Ms. Walker referenced.

18 In this instance the affidavit is offered
19 to clarify what the intent of the parties was,
20 both the purchaser and the seller. So it's not
21 amending or supplementing the agreement in any
22 way. It's simply clarifying an ambiguity which
23 does not fall within the scope of 120.57(3).

24 There is I think a case from Judge Meale
25 from the Division of Administrative Hearings

1 that talks about the idea that the legal
2 principles governing the interpretation of
3 contracts are applicable to an interpretation
4 of an agency specification or an offer as
5 proposal in the context of a bid case. And
6 that's DOAH Case Number 02-2187BID. So I think
7 that case deals directly with the issue that
8 we're talking about that the 120.57(3)
9 provision is when you seek to change what's in
10 your proposal. We're not seeking to change
11 it.

12 I think as you hear the evidence, what
13 happened in this instance, there was a purchase
14 agreement that was executed in August of 2013.
15 The document itself indicated that the closing
16 was to occur in April of 2013, which is four
17 months prior to the date the contract was
18 executed. Florida Housing in the review of the
19 application treated the reference to April 2013
20 as typographical error because it didn't make
21 any sense to have a contract closing date four
22 days before the contract was executed.
23 Consequently in their scoring they deemed that
24 the applicant did have site control and it was
25 scored accordingly and proceeded forward.

1 In the course of these proceedings the
2 challengers, Ms. Walkers' client and
3 Mr. Donaldson have attempted to have my client
4 Summerset disqualified because of the reference
5 to the closing date of 2013. I think really
6 the issue here is twofold: Number 1, Florida
7 Housing treated it as a typographical error
8 which it had a right to do under its rules, and
9 I think is the correct view. But to the extent
10 any ambiguity on the face of the document, then
11 I think the controlling principle as a matter
12 of hornbook law is what is the intent of
13 parties.

14 The affidavit goes to what is the intent
15 of parties is. It's not disputed fact.
16 Neither of these people that are seeking to
17 challenge our application are disputing what
18 the intent of the parties is, they're simply
19 trying to take advantage of a typographical
20 error. So to the extent you don't accept
21 Florida Housing's position that it was a
22 typographical error which they could, you know,
23 overlook and for purposes of deeming site
24 control, we're offering the affidavit to make
25 the abundantly clear that there is no question

1 as to what the intent of the parties is.

2 To the extent they dispute what the intent
3 of the parties is, that's a factual dispute and
4 we end up at DOAH. I don't think they dispute
5 that. So that's why we have an affidavit to
6 make it unequivocally clear what the intent of
7 the parties is.

8 So you got two levels here, number 1, it's
9 either a typographical error, which Florida
10 Housing could overlook; or there's an ambiguity
11 for within the contract for which parol
12 evidence is properly admissible without
13 contravening 120.57(3) and the affidavit
14 establishes what the intent of the parties is.

15 Under the new rules that Florida Housing
16 has, they're trying to get away from the
17 hypertechnical scoring process that controlled
18 in prior cycles. They're looking, you know, to
19 make decisions based upon merits of the
20 application. To try to make a decision based
21 upon a typographical error I think, you know,
22 it contravenes what the whole purpose of the
23 scoring process is.

24 So our position is that you don't need an
25 affidavit to validate the decision that Florida

1 Housing made, but to the extent that there's
2 any question as to the intent of the parties,
3 we have an affidavit from the purchaser -- I
4 mean, from the seller that confirms that the
5 closing date was actually April 2014, as
6 Florida Housing scored it.

7 THE HEARING OFFICER: Okay.

8 MS. WALKER: May I respond.

9 THE HEARING OFFICER: I wish you would.

10 MS. WALKER: First of all, since
11 Mr. Menton basically addressed the substantive
12 issue, let me just state that it's Rosedale's
13 position that this closing date was not a
14 typographical error that the Housing
15 Corporation could fix per its rule. Its rule
16 talks about correcting a typographical error in
17 the application. This is not anything that was
18 in the application form itself.

19 This is a provision of a contract, which
20 is a legal document that has legal significance
21 which only can be amended or changed per its
22 terms by the party to the contract. Florida
23 Housing can't amend the contract. In addition,
24 regardless of whether anyone thinks it's, you
25 know, ambiguous term or whether you need to

1 look to the intent of the parties, we don't
2 believe Florida Housing has jurisdiction to do
3 that.

4 And I would cite the case of *Lennar Homes,*
5 *Inc., v. Department of Business and*
6 *Professional Regulation*, it's a First DCA case,
7 888 So.2d 50, which recognizes that neither a
8 hearing officer in an administrative proceeding
9 or an agency has authority to interpret or
10 enforce contract provisions. That authority
11 rests exclusively in trial courts under Florida
12 law.

13 And basically what Mr. Menton's urging,
14 that the Housing Corporation here act as trial
15 court and interpret a provision of contract
16 between two private parties, which we believe
17 would be inappropriate. It was applicant's
18 obligation, in this case Summerset's obligation
19 to provide evidence of site control.

20 What it submitted as evidence of site
21 control in its application by the application
22 deadline was its real estate purchase agreement
23 that had a closing date of April 1st, 2013, and
24 it also included an assignment and assumption
25 agreement assigning the contract to Summerset.

1 Those were the only documents it submitted.
2 That was all that was before Florida Housing
3 when it made its determination that's before
4 you today.

5 Again, we believe that 120.57(3)(f) is
6 directly on point and for Summerset to now come
7 in and try to add additional information for
8 consideration that was not before Florida
9 Housing by the bid application deadline when it
10 made its decision we believe would be improper
11 and in fact does modify or supplement the bid
12 documents because now they're trying to provide
13 information to try to show that maybe the April
14 1st date wasn't what they meant.

15 By the way, the affidavit is only by one
16 party to the agreement. And in addition, you
17 know, contrary to what Mr. Menton said it does
18 purport to amend the application because in
19 fact it attaches an amendment to the contract
20 which was entered into allegedly after the
21 application deadline date. So if that doesn't
22 amend information that was included in the
23 application I don't know what does.

24 And, again, I think it would be improper
25 for it to be considered in this proceeding, I

1 think it's the same issue you dealt with in *The*
2 *ARC matter*, where there you said that the
3 statute precluded you from accepting into
4 evidence or even considering any documents
5 there from the applicant that would have the
6 effect of amending or supplementing the
7 application. For Summerset now to produce
8 additional information trying to show site
9 control that wasn't included in its application
10 we believe would be in error under
11 120.57(3)(f).

12 THE HEARING OFFICER: Thank you for
13 bringing that to my attention.

14 MR. MENTON: And the cite to the *Lennar*
15 case.

16 MS. WALKER: To the *Lennar case*?

17 MR. MENTON: Uh-huh.

18 MS. WALKER: It is 888 So.2d 50. And it
19 quotes *Peck Plaza* which is also a First DCA
20 case, 371 So.2d 152.

21 THE HEARING OFFICER: I'm going to deal
22 with that when and if you guys try to introduce
23 this into evidence. I mean, I have -- I will
24 deal with it when we may attempt it if they do
25 put it into evidence.

1 MS. WALKER: And I would have waited to
2 raise that issue, I only raised it now because
3 I expect Mr. Menton to reference what's in the
4 affidavit during his opening statement which he
5 plans to give.

6 THE HEARING OFFICER: Okay. So I assumed
7 that all of the attorneys have decided on some
8 sort of order of presentation here. No?

9 MR. MEFFERT: We have not. I think if we
10 begin at the beginning, if you take Rosedale's
11 case first, the issues will come up, and then
12 we'll deal with it. I would suggest that we
13 deal with each issue. For example, Arbours at
14 Tumblin Creek is subject of several challenges,
15 several -- I think two or three of them are on
16 the same point exactly. Arbours at Central
17 Parkway is being challenged on that point as
18 well, which is the equity commitment letter.

19 So I would suggest that as we come to
20 those issues that we discuss them fully. There
21 are several petitioners that will want to weigh
22 in on the a Arbours of Tumblin Creek,
23 intervenors, and -- so I just suggest we
24 proceed that way if it's acceptable to
25 everybody else.

1 MR. DONALDSON: Can I -- would it be
2 helpful -- would it be helpful to go through
3 the joint exhibits so we all know what the
4 joint exhibits are? The judge has a book of
5 the joint exhibits. If we -- I think that
6 would streamline the process.

7 MR. MEFFERT: Sure.

8 THE HEARING OFFICER: All right.

9 MR. MENTON: Before we do that one of the
10 things that I had suggested was that, you know,
11 each of the petitioners, since we have, you
12 know, the burden here and provide a brief
13 opening statement as to what their position is
14 to orient you a little bit as to what the
15 issues are, and then that might help to put
16 some of the exhibits into perspective.

17 THE HEARING OFFICER: I would like to
18 actually hear, if anyone has opening
19 statements. I mean, I've read the stipulation,
20 but I would be interested to hear. If you want
21 to make opening statements I would appreciate
22 that. So why don't we go in random order and
23 start with Rosedale.

24 MS. WALKER: Okay. Again, I'm
25 Karen Walker and Larry Sellers and I represent

1 Rosedale, H&H, and Brookstone. I'm just going
2 to refer to them as Rosedale which is how
3 they're refereed in the joint prehearing
4 stipulation collectively.

5 Rosedale received a perfect maximum score
6 of 27 points in this process. And as I'm sure,
7 if you've done these proceedings before, you
8 know, a lot of times there are multiple
9 applicants that receive a perfect score and
10 then really what it boils down is the lottery
11 number, and the county and funding test, and
12 whether any specific preferences. So in this
13 case Rosedale had a lottery number of 17.
14 There are other applicants that had lottery
15 numbers ahead of Rosedale such as Arbours at
16 Tumblin Creek, Summerset, and Paradise Point.
17 And actually Paradise Point was recommended for
18 funding to meet a specific goal here, the
19 Florida Keys goal.

20 Rosedale's position is that those
21 applicants: Arbours at Tumblin Creek,
22 Summerset, and Paradise Point are ineligible
23 for funding, and I'll walk through just real
24 quickly why that is. So if they had properly
25 been determined ineligible for funding, then

1 the Brookstone development, which is the
2 Rosedale development would have been
3 recommended for funding instead.

4 So Rosedale -- and in our petition we're
5 challenging three applications. The first
6 being Summerset. We're challenging Summerset
7 for the reasons I explained that it is our
8 position that Florida Housing intended decision
9 does not comply with Florida Housing's rule or
10 the specifications in the RFA. The RFA
11 requires Summerset to demonstrate site
12 control.

13 Site control has to be demonstrated, if
14 you're going to demonstrate it, by a contract,
15 it has to be demonstrated by a contract that
16 meets the definition of eligible contract,
17 which means that contract has to have a term
18 that does not expire before six months after
19 the application deadline. Here the application
20 deadline was October 17th, 2013. The Summerset
21 real estate purchase agreement that's in its
22 application has a closing date of April 1st,
23 2013, obviously, does not meet a definition of
24 an eligible contract.

25 Florida Housing takes the position that

1 date was a typo and basically rewrote that date
2 to mean April 21st, 2014. It is our position
3 that Florida Housing cannot do that, although
4 there is a rule that allows Florida Housing to
5 correct typographical errors in an
6 application. This was not an error in the
7 application. This was a provision of a
8 contract, a legal binding document between two
9 parties. The contract itself has a provision
10 that says it can only be amended by the parties
11 to the contract.

12 And, again, as I stated previously, you
13 know, and we'll cite in our proposed
14 recommended order, there's case law in Florida
15 that says an agency doesn't have authority to
16 interpret or enforce provisions in a contract
17 between two private parties. So here we
18 believe it was error for Florida Housing to
19 basically rewrite the term of the contract so
20 that it would have a closing date that allowed
21 it to show site control. We believe on the
22 face of the document as submitted by Summerset,
23 and it was Summerset's burden to produce
24 evidence of site control, that the documents in
25 the Summerset application do not show site

1 control and so Summerset should not be
2 considered eligible for funding.

3 With respect to Arbours at Tumblin Creek
4 this is an issue with the equity proposal, and
5 RFA contains specific provisions that are
6 mandatory that state what an equity proposal --
7 an application has to include. And one of
8 those things that's required is that the equity
9 proposal has to state the anticipated dollar
10 amount of housing credit allocation to be
11 purchased.

12 Tumblin Creek submitted an equity proposal
13 which is a letter from Raymond James. That
14 equity proposal does not state the anticipated
15 dollar amount of housing credit allocation to
16 be purchased. We believe for that reason based
17 on the mandatory requirements of the RFA that
18 Tumblin Creek should have been disqualified.

19 Tumblin Creek and Florida Housing may
20 argue that you can arrive at that number by
21 either looking at information outside of the
22 equity proposal or trying to do some
23 mathematical equation. We believe either of
24 those arguments fails. First of all the RFA
25 would prohibit looking outside of the equity

1 proposal, and second of all the math just
2 doesn't add up when you actually do it.

3 If the Raymond James letter cannot be
4 considered a source of funding, then the
5 parties have stipulated that the Tumblin Creek
6 funding proposal does not equal or exceed use
7 so Tumblin Creek should be disqualified.

8 With respect to Paradise Point it's a
9 similar issue but a little bit different with
10 respect to the Paradise Point equity proposal.
11 In that situation the RFA has a provision that
12 says that the equity proposal has to show that
13 the eligible housing credit request amount is
14 greater than the amount of credit allocation
15 that's stated to be purchased in the equity
16 proposal.

17 In the Paradise Point equity proposal the
18 eligible housing credit amount request is less
19 than the amount of housing credit allegation to
20 be purchased. And so under the plain language
21 of the RFA the Paradise Point application
22 should have been also disqualified.

23 Again, Florida Housing may try to argue
24 that they read it as a typographical error and
25 essentially they tried to correct it. But we

1 will show that on the face of the equity
2 proposal that Paradise Point did not meet the
3 requirements of the RFA and in fact included
4 their own calculation, which if you do the
5 calculation that's shown on the face of their
6 equity proposal still shows that the amount of
7 housing credit allocation to be purchased
8 exceeds the amount of the housing credit
9 request amount which violates the RFA.

10 And then finally two other issues that are
11 unrelated to other applications we're
12 challenging. The first is, it is Rosedale's
13 position that Florida Housing's intended
14 treatment of the withdraw of the Hammock
15 Crossing's application is in error. Hammock
16 Crossing sent a letter dated December 11th to
17 Florida Housing stating it was withdrawing its
18 application. The board did not meet until
19 December 13th. The board was aware that
20 Hammock Crossing has said it was withdrawing
21 its application.

22 Florida Housing has a rule, it's 67-60.004
23 which allows an applicant to request withdraw
24 of its application prior to the board taking
25 action. It doesn't impose any other deadline

1 other than requesting withdraw prior to the
2 board taking action, which is exactly what
3 Hammock Crossing did here. Even though the
4 board knew at the time it took action that the
5 funding from Hammock Crossing would be
6 available, because Hammock Crossing had
7 withdrawn its application, the board went ahead
8 and awarded funding to Hammock Crossing.

9 And now it appears that the board is
10 trying to treat that as a returned allocation
11 under a provision of the RFA that frankly has
12 nothing to do with a withdrawal of
13 application. That provision would deal with
14 funding where an applicant has declined an
15 invitation to enter into credit underwriting,
16 or where the applicant had been determined it's
17 unable to satisfy the requirements of the RFA
18 or Florida Housing rule.

19 Those facts don't exist with respect to
20 Hammock Crossing, it hasn't been invited to
21 enter credit underwriting, and there's been no
22 determination by the Florida Housing Board that
23 it fails to meet the requirements of the RFA or
24 the rule, and in fact if that determination had
25 been made, Hammock Crossing wouldn't have been

1 on the list of applications to be funded in the
2 first place. So we believe that Florida
3 Housing should be treating Hammock Crossing as
4 those funds being withdrawn prior to the board
5 taking action which is what occurred.

6 And then finally Rosedale just supports
7 Florida Housing's decision to disqualify
8 Frenchtown. That decision is consistent with
9 Florida Housing's rules and the RFA which
10 require disclosure of the principals of the
11 developer or codeveloper. The documents will
12 show that Frenchtown specifically identified
13 RUDG as a codeveloper.

14 Under the definition of principal in the
15 rule 67-48.002 as well as in the RFA for any
16 codeveloper, the applicant was required to
17 disclose any manager or member of an L.L.C.,
18 plus the manager or members of those manager or
19 members, and RUDG did not take it down to that
20 level and make the mandatory disclosure. And
21 so we believe that Florida Housing
22 appropriately disqualified the Frenchtown
23 application. So those are Rosedale's positions
24 in this matter.

25 THE HEARING OFFICER: Thank you. Let's do

1 OCDC next.

2 MR. DONALDSON: Judge, this is
3 Mike Donaldson for OCDC Palm Village, L.P.;
4 Prestwick Development Company, L.L.C.; and
5 Okaloosa Community Development Corporation. I
6 think it's affectionately known as Palm Village
7 for purposes of today.

8 The issue in Palm Village is Florida
9 Housing disqualified the Palm Village
10 application for allegedly a financing shortfall
11 in an equity commitment proposal. What we will
12 show you today is that particular equity
13 commitment letter satisfied the requirements of
14 the RFP and that it provided all the required
15 information, including information concerning
16 the amount of equity to be purchased before
17 construction completion, which is what the
18 issue is and what the Florida Housing rejected
19 the proposal for, in essence rejected the
20 application. So we think Florida Housing was
21 arbitrary and capricious and was clearly
22 erroneous as in their determination as it
23 relates to Palm Village application.

24 THE HEARING OFFICER: Okay. Let's see,
25 Frenchtown Square is also a petitioner. And

1 that's you again.

2 MR. DONALDSON: Michael Donaldson again
3 for Frenchtown. Judge, I think the challenge
4 there to Frenchtown was simply Frenchtown did
5 not provide information as it relates to its
6 codevelopers. The fact of the matter is,
7 judge, there are no codevelopers. There's a
8 developer and there's principals of the
9 developer, which were disclosed within the four
10 corners of the application.

11 We think that the application met the
12 requirements of the RFA and that Florida
13 Housing's determination otherwise was clearly
14 erroneous because of what's actually in the
15 application. And I will explain it more in
16 detail when we get to that issue. But that's
17 basically a brief statement as to our position
18 as to that.

19 THE HEARING OFFICER: Okay. JPM
20 Westbrook.

21 MR. DONALDSON: Judge McGuire, that too is
22 me. Now, here I think there is some overlap
23 though. I think what Ms. Walker was talking
24 about is the Arbours at Tumblin Creek, the
25 Arbours at Central Parkway, and Summerset as it

1 relates to the site control issue and the
2 equity commitment issues our arguments are
3 identical to what Ms. Walker indicated earlier
4 so I'm not going to duplicate that in the
5 opening statement.

6 THE HEARING OFFICER: Summerset.

7 MR. MENTON: Thank you, judge.
8 Steve Menton again on behalf of Summerset.
9 I'll keep this fairly brief. Summerset has
10 actually only one issue on which the petitioner
11 for purposes of these proceedings, and then it
12 has a defensive issue related to the
13 typographical error that we talked about
14 briefly. So I'll just touch on those real
15 quickly.

16 In terms of the issue that Summerset
17 framed in its petition it really boils down to
18 what is the process for ranking and awarding
19 tax credits through the RFA. The RFA, as
20 Ms. Walker talked about, calls for scoring on
21 the applications, and I think all of the
22 applicants here have achieved a perfect score.

23 And then there are certain county tests
24 and special set-aside tests that are used for
25 ranking purposes. And then after that it

1 becomes the lottery number, is the next
2 controlling factor as to where the allocations
3 are supposed to go.

4 In this instance my client Summerset has
5 the lowest lottery number of the petitioners in
6 these proceedings. It also has a lower lottery
7 number than one of the proposed contract
8 awardees which is Arbours at Central Parkway.
9 So our position is that given the provisions in
10 the RFA as to how the allocations are supposed
11 to be made, we have the highest ranking
12 applicant and should have been awarded funds.

13 And what happened in this instance goes
14 back to the Hammock Crossings that Ms. Walker
15 talked about. Hammock Crossings was also an
16 applicant in this proceeding, it had a lower
17 lottery number than any of the petitioners
18 here, but prior to the board meeting at which
19 the preliminary allocations were made, Hammock
20 Crossings submitted a letter withdrawing its
21 application as it was entitled to under Florida
22 Housing rules. So prior to the time that the
23 board actually voted on any allocations one of
24 the applicants with a higher ranking, Hammock
25 Crossings, had notified the board that it was

1 withdrawing its application.

2 Notwithstanding that notification, the
3 board went ahead and made an allocation to
4 Hammock Crossings of \$1,075,000 of tax
5 credits. Because of that award, because that
6 award was taken out of the pot, essentially
7 what happened is as Florida -- as the board
8 went down the list of who to rank, they skipped
9 over my client Summerset because there were no
10 longer adequate funds -- there were still some
11 funds available but there were not funds
12 available to fully meet the request that
13 Summerset has submitted. So they skipped over
14 Summerset and they went and they awarded to the
15 Arbours at Central Parkway which had requested
16 a lower amount of tax credits that could be met
17 with the remaining credits that were there
18 after 1,075,000 was taken out for Hammock
19 Crossings.

20 So our position in this case is simple:
21 Hammock Crossings had notified the board before
22 the board meeting that it was withdrawing its
23 application. There's no basis in the RFA,
24 there's no basis in the statute, there's no
25 basis in Florida Housing rules to award funds

1 or tax credits to an applicant that has
2 withdrawn its application.

3 Instead the RFA says, you award based upon
4 the hierarchy that's established within the RFA
5 itself which means, you know, if everybody, you
6 know, has a perfect score, and all the
7 set-asides have been met, and the county test
8 has been met, then you know it's a lottery
9 number. We have the highest or the best
10 lottery number, we were entitled to be funded
11 based upon that RFA provision, and there's no
12 basis to award to a withdrawn applicant and
13 then skip over our application and award to
14 somebody ranked below us. So that's the main
15 issue, and that's really the only issue that
16 Summerset needs, you know, to have addressed I
17 believe.

18 Now, some of the people that are ranked
19 below us, including Ms. Walker's clients and
20 Mr. Donaldson's clients, are attempting to also
21 have the Hammock Crossings withdraw treated
22 consistent with what we believe the RFA calls
23 for. And in order for them to get funding,
24 they have to try to jump over us. So they have
25 tried to have Summerset disqualified by trying

1 to claim that there wasn't a demonstration of
2 site control. And that's the issue that we've
3 talked about briefly and I won't go into all of
4 the details of that now.

5 But essentially there was a purchase
6 contract that was executed by the parties in
7 August of 2013, and if you recall there was a
8 120-day due diligence period, it clearly
9 contemplated several events prior to getting to
10 closing, there was reference to a closing to
11 occur in April of 2013. Florida Housing in
12 reviewing the contract recognized that there
13 was -- on the face of the document, it didn't
14 make any sense that you have a closing in April
15 of 2013 for a contract what was signed in
16 August with a due diligence period of a couple
17 of months.

18 So they treated that as a typographical
19 error that the year was carried over from year
20 of the contract mistakenly, and I think that
21 was wholly within their discretion to do so.
22 Their rules allowed for treating it as a
23 typographic error, it's consistent with intent
24 of the parties. To the extent that there was
25 any dispute as to what the intent of the

1 parties, that's what the affidavit is about and
2 as we've already talked about, our position is
3 that you don't even have to get to the
4 affidavit, it's a typographical error, Florida
5 Housing's rules allows it to be treated as a
6 typographical error, and there's no basis for
7 disqualification of Summerset, and under the
8 rules and the rankings process that was
9 established, Summerset should have been
10 allocated funds after the withdrawal of the
11 Hammock Crossings application which took place
12 before the board meeting.

13 THE HEARING OFFICER: Thank you. So
14 that's all the petitioners, right? How about
15 Paradise Point one of the intervenors. Are
16 they here?

17 MR. DONALDSON: Yes. When in doubt, just
18 look over here.

19 THE HEARING OFFICER: Okay.

20 MR. DONALDSON: Paradise Point intervened
21 in the Rosedale Holdings case and our position
22 on that is there was a typographical error in
23 an equity commitment letter, Florida Housing
24 recognized the typographical error as is
25 authorized by its rule and the RFA, saw that

1 there was a typographical error and there was
2 information provided in the four corners of
3 equity proposal to resolve the typographical
4 error. And so we think Florida Housing acted
5 within their discretion and they were not
6 clearly erroneous, arbitrary, capricious in the
7 handling of the Paradise Point equity proposal.

8 THE HEARING OFFICER: Thank you. How
9 about Arbours at Central Parkway.

10 MR. COHEN: If you like I can address this
11 on behalf of Arbours at Tumblin Creek and
12 Arbours at Central Parkway because it's a
13 combination of them.

14 THE HEARING OFFICER: It's your statement.

15 MR. COHEN: Yes, sir. In each instance
16 several of the petitioners are alleging that
17 the equity commitment letter from Raymond James
18 was deficient because it did not specifically
19 follow one of the directives in tax credit
20 application. That is that the equity proposal,
21 quote, unquote, state the anticipated dollar
22 amount of housing credit allocation to be
23 purchased, and per the argument from Ms. Walker
24 and others that they believe it did not.

25 Our contention is that the information

1 contained within the body the equity proposal
2 letter did in fact state the anticipated dollar
3 amount of housing credit allocation to be
4 purchased because that information was
5 demonstratively obtainable within the four
6 corners of that equity proposal letter itself.
7 That information was obtainable from the
8 remainder of the application and other
9 attachments contained within the application.

10 Petitioners are claiming that FHFC was
11 erroneous in accepting the equity proposal as
12 sufficient. Our position is that the equity
13 proposal was not deficient at all but if
14 Your Honor determines that it was lacking on a
15 specified element, in that instance FHFC in
16 accepting it and waiving as a minor
17 irregularity the specific stated absence of
18 that item from the proposal was well within
19 their rights.

20 Secondly as -- and that's a common issue,
21 Your Honor, as to Arbours at Tumblin Creek and
22 Arbours at Central Parkway.

23 A second issue which was raised in
24 petitions and which was mentioned in the stip
25 but not raised in anybody's opening argument

1 was that the purchase contract in Arbours at
2 Tumblin Creek was somehow deficient because the
3 original contract was entered into in the name
4 of an affiliate, Arbour Valley Development,
5 which in turn assigned that contract to the
6 applicant Arbours at Tumblin Creek.

7 The provision in the purchase contract
8 said generally the assignments required the
9 consent of the seller. However, assignments to
10 commonly controlled entities were achievable
11 and doable without seller consent. Arbours
12 Valley Development and Arbours at Tumblin
13 Creek, L.L.C., respectively the assignor and
14 assignee of the purchase contract, are a
15 hundred-percent commonly controlled as was
16 contained in attachment 3 to the petition to
17 intervenor's application. And this is as to
18 Arbours at Tumblin Creek, Your Honor.

19 THE HEARING OFFICER: Thank you.

20 MR. DONALDSON: Judge McGuire -- I'm
21 sorry. And Mr. Cohen is correct -- this is
22 Michael Donaldson again on behalf of JPM
23 Westbrook -- we did actually challenge the
24 Arbours application for last issue that
25 Mr. Cohen raised and we would -- obviously our

1 position is that it was incorrect, that the
2 seller needed to be a part of any assignment,
3 whether it was to an entity that was related or
4 otherwise, the seller still needed to provide
5 written approval.

6 And also JPM challenged the Katie Manor
7 application for having a deficient local
8 government contribution form. I just wanted
9 for the record to make that clear, I
10 inadvertently skipped that in my haste to try
11 and move this along. Thank you.

12 THE HEARING OFFICER: And Katie Manor.

13 MR. VARN: Craig Varn, Your Honor, on
14 plaintiff of Katie Manor. Our position is
15 fairly straightforward. Since you've read our
16 position, I won't repeat it all, but quite
17 simply it is that the agency's determinations
18 were correct. You won't need to get into the
19 clearly erroneous standard, or the arbitrary,
20 capricious, or the contrary to competition.

21 Once you look at that the documents,
22 they're very clear on their face that the
23 agency made the right determination with
24 respect to the disqualification of OCDC Home
25 Village and with respect to the Katie Manor

1 application. Thank you.

2 THE HEARING OFFICER: And Forest Ridge.

3 MR. MENTON: That issue actually has been
4 dropped, Your Honor. That was an issue that
5 was raised in our petition challenging Forest
6 Ridge. The information has come forward that
7 related -- or caused us to withdraw that
8 challenge. And that is in the joint --

9 THE HEARING OFFICER: Is that the original
10 signature?

11 MR. MENTON: Yes. And that's been dropped
12 in the stipulations as mentioned in there.

13 THE HEARING OFFICER: All right.

14 MR. MENTON: Judge.

15 THE HEARING OFFICER: And for -- yes.

16 MR. MENTON: One more point. There was
17 also a challenge in I believe it was Rosedale's
18 petition to Madison Crossing --

19 MR. SELLERS: Yes.

20 MR. MENTON: -- and you all have elected
21 not to pursue that.

22 MR. SELLERS: That's correct. We --

23 MR. MENTON: We agreed we'd put that in
24 the record. It's not in the prehearing stip.

25 MR. SELLERS: Yeah, for the record,

1 Larry Sellers on behalf of Rosedale. Early on
2 in the prehearing conference we indicated that
3 we would no longer pursue that challenge as
4 well and will state so for the record.

5 THE HEARING OFFICER: Florida Housing like
6 to make an opening statement.

7 MR. MEFFERT: Briefly. This is
8 Wellington Meffert on behalf of Florida
9 Housing. I think probably some context is
10 important here. The history of funding
11 processes or award processes at Florida Housing
12 has undergone several distinct iterations.
13 Early on there was something called the
14 combined cycle which had become noted because
15 you could lose your application entirely on the
16 basis of any typo.

17 In 2002 about the time I came to Florida
18 Housing we revamped the funding process and
19 came up with something called the universal
20 cycle. It was universal because it combined
21 all funding programs into one application. In
22 the beginning it was more liberal than the
23 combined cycle had been, a little bit more
24 forgiving. As time went on and individual
25 points in each application were litigated, it

1 became more and more proscriptive and less and
2 less forgiving, and more and more like the
3 combined cycling that the most minor sort of
4 mistake could cost you an application.

5 One of the provisions that was used
6 extensively in challenging Florida Housing
7 decisions is inconsistencies within an
8 application. So if you had 11 million on one
9 page and 11,000,000.99 on another page that
10 would be enough to get the application thrown
11 out.

12 Now, in that process many items that were
13 filed could be cured later. And so if you
14 cured an item and there was an error of some
15 kind in or attached to your cure, that could
16 also get your case thrown out. For example, a
17 marginal note on a letter on a subject totally
18 unrelated caused an application to be thrown
19 out.

20 So after seeing the way this process was
21 working or not working, we went to the
22 legislature and asked for permission to use
23 competitive solicitation, an RFP type process.
24 In 2012 we were given the authority to do that
25 with 10 percent of our allocation and did so,

1 and then last year we were given authority to
2 do all funding by competitive solicitation
3 which we chose to name request for applications
4 rather than request for proposals, as these are
5 really not contracts for services or contracts
6 for commodities. So that's the process you see
7 today.

8 Now, one of the things that we carried
9 over from the previous -- as Ms. Walker
10 correctly pointed out -- you can't go outside
11 the four corners of your application. This was
12 used in the old process as well that everything
13 had to be based on the four corners of the
14 document, that only what was in front of the
15 scorers could be considered.

16 Here it's the same thing. But here the
17 big difference is the Florida Housing has
18 postured itself so it can look elsewhere within
19 the same application, contrary to what
20 Ms. Walker asserted. That if the information
21 that we're seeking is readily apparent on the
22 face of the documents within the four corners
23 of the application -- and by the way,
24 application is defined to include all the
25 material submitted in response to a competitive

1 solicitation, not just the application form
2 itself.

3 If the answer can be derived there and if
4 it's the only answer, then Florida Housing
5 feels free to accept that answer. We
6 specifically said in our rule on -- in 67-60 on
7 minor irregularities that typographical errors
8 and computational errors were two specific
9 kinds of errors that we could consider as minor
10 irregularities thereby waiving the requirement
11 of the application effectively.

12 In this case you'll see as we get into
13 it -- I'm not going to go to specific blow by
14 blow into each case. We'll get into that as we
15 go forward. But you'll see that we applied
16 this I think fairly, not in an arbitrary and
17 capricious manner. It could be said that
18 anytime you don't throw an application out for
19 some sort of error that it's contrary to
20 computation because as here somebody else may
21 get funded.

22 But there I think the rule of reason has
23 to come into play. And generally I think the
24 rule of reason is what we're talking about
25 here. If there's a typographical error where a

1 digit is off and the answer is obviously
2 apparent, then we feel well within the rules
3 and specifications of the RFP to waive such an
4 error.

5 The burden of proof here, of course, is on
6 the petitioners to prove that the agency action
7 is contrary to agency's governing statutes, its
8 rules or policies, or the proposals, the RFA
9 specifications in this case. The standard of
10 review to prove that is clearly erroneous,
11 arbitrary or capricious, or contrary to
12 competition.

13 And I think as you hear the cases today
14 and read the materials you will see that
15 Florida Housing did comply with all applicable
16 statutes, rules in terms of RFA, which were not
17 challenged, neither rules nor our provisions
18 were challenged, and that the standard for
19 those decisions was neither clearly erroneous,
20 arbitrary nor capricious, nor contrary to
21 competition. And that's Florida Housing's
22 position. Thank you.

23 THE HEARING OFFICER: Suppose we take
24 Mr. Donaldson's suggestion and try to go
25 through the exhibits, make sure that they are

1 what they're supposed to be and that everyone
2 agrees to their submission. Since you
3 suggested, why don't you take the lead.

4 MR. DONALDSON: All right. Well, the
5 first on the exhibit list is the prehearing
6 stipulation which I think everybody is now
7 signed on. Do you have a copy of that?

8 THE HEARING OFFICER: I have the original
9 right here.

10 MR. MEFFERT: And the one that's in your
11 packet is probably slightly different than the
12 one everybody signed, so you'll want to
13 substitute I think the original for --

14 MR. DONALDSON: Yes, that's correct.
15 There were two corrections made that were
16 passed over in the many revisions made to this
17 document in the last few documents.

18 THE HEARING OFFICER: I will always take
19 the original over the copy so...

20 MR. DONALDSON: Number 2 on the list I
21 have is RFA for medium and small county
22 geographic RFA, and that's 2013-001. That
23 should be in your notebook.

24 THE HEARING OFFICER: It is.

25 MR. DONALDSON: Number 3 is RFA 2013-001B

1 for small county geographic RFA
2 recommendations. And as I understand it, those
3 are the recommendations that went to the board
4 for approval.

5 Number 4 which also went to the board for
6 approval was RFA 2013-001 medium/small I guess
7 that should be county received applications.

8 MR. MEFFERT: I think the title of that on
9 is application sorting order.

10 THE HEARING OFFICER: Can you tell me what
11 this is?

12 MR. MEFFERT: It is a list of all the
13 applications that were receive and sorted in
14 order.

15 THE HEARING OFFICER: In order of what?

16 MR. MEFFERT: Score and lottery number, it
17 differs from the ranking in that the county
18 tests and funding tests have not been applied.
19 So, for example, there is -- the keys
20 preference doesn't show up in the sorting
21 order.

22 THE HEARING OFFICER: So this is just
23 sorted by lottery number.

24 MR. MEFFERT: I think basically that's
25 it. Tie breakers and lottery number. This

1 basically just gives you an idea of where all
2 the applications were and the board did act and
3 received this list as well as the funding
4 recommendations. Go ahead, Steve.

5 MR. MENTON: I think the applications are
6 listed in numerical order, and then it reflects
7 the scores and the lottery numbers on it.

8 MR. DONALDSON: I think the document you
9 have, Mr. Meffert, is not what's in the judge's
10 notebook. Because the document I have is
11 medium and small RFA received applications
12 which as Steve -- Mr. Menton said, just has the
13 application listed in application order.

14 THE HEARING OFFICER: My exhibit -- what's
15 in tab 4 of mine says medium/small RFA
16 applications, dash, sorting order.

17 MR. DONALDSON: You have it and we don't.

18 MR. MEFFERT: I don't think it makes a lot
19 of difference for our purposes, basically
20 either way it's a list of all applications.
21 I'll provide everybody with copies of that.

22 MR. SELLERS: Obviously, the previous
23 exhibit was one of two documents was part of
24 what the board approved. Is this second one --
25 which of the second one was part of intended

1 decision, is it the sorting order, or is it the
2 received application?

3 THE HEARING OFFICER: The sorting.

4 MR. MEFFERT: Sorting order was the
5 board's Exhibit A, and on my copy that shows in
6 the upper -- upper right-hand corner. And then
7 Exhibit B for the board was our Exhibit 3.

8 THE HEARING OFFICER: What do you have in
9 your tab 4? Is it --

10 MR. DONALDSON: It is just a list of all
11 applications received.

12 MR. MENTON: It does have the scores and
13 the lottery numbers, it just has them listed by
14 application number rather than --

15 THE HEARING OFFICER: The information is
16 the same, it's just in a different order.

17 MR. MEFFERT: Right. In the document that
18 you have and I have is the one the board
19 actually approved.

20 THE HEARING OFFICER: So can we all agree
21 then that the one you have and I have is the
22 one that's actually going to be the Exhibit 4?

23 MR. MEFFERT: Right. And it is being --
24 it will be provided to everybody else.

25 MR. SELLERS: Maybe just to -- I don't

1 know how we refer to it today, but just so it's
2 in the record -- why don't we agree that both
3 the sorting order and the received applications
4 should be in the record in case -- I don't
5 think anybody will refer to them --

6 MR. MEFFERT: That's fine; that's fine.
7 The only distinction is the board acted on the
8 sorting order and not on the received
9 applications.

10 MR. SELLERS: I thought it was the other
11 way around.

12 MR. MEFFERT: Mr. Reecy says it was
13 sorting order.

14 MR. DONALDSON: On to Number 5.

15 THE HEARING OFFICER: Yes, please.

16 MR. DONALDSON: Email and letter
17 requesting withdrawal of Hammock Crossings
18 application which you heard a lot of discussion
19 about this morning.

20 Number 6 is a transcript of the December
21 13, 2013, Florida Housing Finance Corporation
22 Board meeting, pages 8 through 18.

23 THE HEARING OFFICER: It's pages 8 through
24 18; I have the whole thing.

25 MR. DONALDSON: You may have the whole

1 thing. 8 through 18 is just the part that's
2 specifically referred to.

3 Number 7.

4 THE HEARING OFFICER: So again -- I'm
5 sorry. But the exhibit that you all have
6 submitted to me is the entire -- I don't know
7 if it's the entire board meeting, but it
8 certainly looks like it.

9 MR. MEFFERT: It is.

10 MR. MENTON: If I'm not mistaken I think
11 what -- and Mr. Meffert just said is the only
12 pages that are going to become relevant in the
13 transcript are pages 8 through 18.

14 THE HEARING OFFICER: But the whole thing
15 is still the exhibit.

16 MR. SELLERS: Anybody have any objection
17 to the whole thing being in there?

18 MS. WALKER: No.

19 MR. DONALDSON: I think among things you
20 were emailed yesterday it's the entire
21 transcript.

22 THE HEARING OFFICER: We have it.

23 MR. DONALDSON: Number 7 is attachments 3
24 and 4 to application 2013-083C which is the
25 Frenchtown Square.

1 MR. MEFFERT: That one also contains pages
2 1 and 2 of the application.

3 MR. DONALDSON: And the cover page to the
4 application as well, correct?

5 MR. MEFFERT: I believe that's correct.

6 THE HEARING OFFICER: All right.

7 MR. DONALDSON: Number 8 is attachment 13
8 to application 2013-0463 which is Tumblin
9 Creek. That's an equity proposal that's
10 required.

11 THE HEARING OFFICER: Okay.

12 MR. DONALDSON: Number 9 is attachment 13
13 to application 2013-09C, which is Central
14 Parkway.

15 MR. MEFFERT: 089.

16 MR. DONALDSON: 089C, sorry. Number 10 is
17 attachment 3 and 8 to application 2013-046C for
18 Tumblin Creek.

19 Number 11 is attachment 8 to application
20 2013-008C, which is Summerset.

21 THE HEARING OFFICER: I notice that my
22 copy is highlighted. Was that what -- did it
23 come into the corporation that way, the
24 attachment was highlighted when you received it
25 or did someone add that?

1 MR. MEFFERT: That may be my copy which is
2 highlighted.

3 THE HEARING OFFICER: It appears to be.

4 MR. MEFFERT: The original highlights.

5 THE HEARING OFFICER: Yeah.

6 MR. MEFFERT: We'll get you a clean one.

7 THE HEARING OFFICER: So it did not come
8 highlighted.

9 MR. MEFFERT: No.

10 MR. DONALDSON: Number 12 is attachment 9
11 to application 2013-009C, and that's Katie
12 Manor.

13 THE HEARING OFFICER: Okay.

14 MR. DONALDSON: Number 13 is attachment 13
15 to application 2013-011C, and that's Palm
16 Village.

17 THE HEARING OFFICER: All right.

18 MR. DONALDSON: Number 14 is attachment 12
19 to application 2013-080C.

20 THE HEARING OFFICER: Okay.

21 MR. DONALDSON: I think that's Paradise
22 Point.

23 Number 15 is a financing scoring template
24 for RFA 2013-001. That's a template for
25 scoring equity commitment letters.

1 THE HEARING OFFICER: And this template
2 came from the corporation.

3 MR. MEFFERT: Yes, sir.

4 THE HEARING OFFICER: Was it provided in
5 the RFA for the applicants? I'm not -- I just
6 don't know where this came from.

7 MR. MEFFERT: I don't think it was
8 provided in the RFA. It was part of the
9 materials to score the RFA.

10 THE HEARING OFFICER: Okay.

11 MR. MEFFERT: Basically a worksheet for
12 the scorers.

13 THE HEARING OFFICER: Okay.

14 MR. DONALDSON: Number 16 is an email
15 dated February -- dated Friday, October 8,
16 2013, from Kevin Tatreau to Wayne Conner
17 transmitting that finance scoring template.

18 THE HEARING OFFICER: Okay. The same
19 template as was in the previous exhibit.

20 MR. DONALDSON: So 16 is both of those.

21 THE HEARING OFFICER: Looks like it. At
22 least that's what I have.

23 MR. MEFFERT: 16 is an email of the
24 scoring template, and we're not sure that they
25 are the same scoring template.

1 THE HEARING OFFICER: Okay.

2 MR. MEFFERT: It's another version. It
3 says, use to score, but I'm not sure if that
4 was the final version.

5 THE HEARING OFFICER: I guess we'll find
6 out as we go along.

7 MR. MEFFERT: It's being offered for some
8 differences. We may have some objection to the
9 relevance.

10 THE HEARING OFFICER: Okay. 17 then.

11 MR. DONALDSON: Number 17 is page 4 of RFA
12 2014-103.

13 THE HEARING OFFICER: Okay.

14 MR. MEFFERT: Again, we'll reserve
15 objection.

16 MR. DONALDSON: 18 is the deposition
17 transcript of Mr. Ken Reecy.

18 THE HEARING OFFICER: And I know we'll get
19 to this, but is this related to the affidavit
20 that I heard about earlier or is this totally
21 different?

22 MR. MENTON: It's different. It deals
23 with the withdrawal of Hammock Crossings
24 application.

25 THE HEARING OFFICER: All right.

1 MR. DONALDSON: 19 is the deposition of
2 Amy Garmon.

3 THE HEARING OFFICER: Okay.

4 MR. DONALDSON: 20 is the deposition of
5 Jay Gross. And these were two review committee
6 members.

7 THE HEARING OFFICER: All right.

8 MR. DONALDSON: And 21 is a composite
9 exhibit of documents regarding application
10 2014.03C, but I'm not really sure what that is.

11 MR. MEFFERT: It's Rosedale's exhibit.

12 MS. WALKER: Right. We'll explain the
13 relevance through our argument. But it's
14 basically portions of another applicant.

15 MR. DONALDSON: 03C or 043C.

16 MS. WALKER: It's the Janie's Garden
17 application.

18 THE HEARING OFFICER: Well, thank you. I
19 assume that -- I don't know. You tell me. No
20 one's waived objections to relevancy on these
21 documents at this point, have they? These are
22 stipulated to be what they are, but they're not
23 stipulated into evidence at this point. No one
24 is trying to do that.

25 MS. WALKER: I thought they were

1 stipulated.

2 MR. MEFFERT: They're stipulated I think
3 as to admissibility, but reservation as to
4 relevance or weight. Does everybody agree with
5 that?

6 MS. WALKER: That was my understanding.

7 MR. MEFFERT: Steve, are you going to
8 proffer your exhibit.

9 MR. MENTON: I will as part of my case.
10 We kind of had some argument on it but I took
11 your position earlier to be as part of my case
12 if I want to offer it.

13 THE HEARING OFFICER: I would prefer that.

14 MR. MEFFERT: Judge, if I may: I would
15 like to offer one more exhibit. I'll either
16 offer it as Petitioner's 1 or if everybody's
17 amenable to it make it another joint exhibit.
18 This is attachment 3 to Arbours of Central
19 Parkway. It regards the same issue as Tumblin
20 Creek, attachment 3 for Tumblin Creek is
21 already in as part of Exhibit 10. I don't
22 think there should be any objection to this.

23 MR. DONALDSON: Would this be Exhibit 22?

24 MR. MEFFERT: If it would become 23 if you
25 all agree to do it as a joint exhibit otherwise

1 it's Petitioner's 1.

2 MR. SELLERS: Did we skip 21 on our list?

3 Is that what happened?

4 MS. WALKER: I think Janie's Garden

5 excerpt should be 21.

6 MR. SELLERS: I think it was described as

7 22.

8 MR. DONALDSON: So we only have 21 joint

9 exhibits.

10 MR. SELLERS: Yeah, we skipped 21, I mean,

11 whatever you want to call it.

12 THE HEARING OFFICER: You skipped 21. Do

13 you want to make this 21?

14 MR. SELLERS: Yeah, there you go.

15 THE HEARING OFFICER: And then I can put

16 it right in here. So any objections to this?

17 MR. DONALDSON: No.

18 MS. WALKER: No.

19 MR. MENTON: No objection.

20 MR. MEFFERT: Thank you.

21 MR. DONALDSON: Judge, I'll probably have

22 some exhibits that I'll try to talk about and

23 introduce during my case in chief, that it be

24 just whatever petitioner is 1, 2, or 3 that

25 aren't joint exhibits, but I don't know if

1 anybody's going to object to them.

2 THE HEARING OFFICER: Okay. So are we
3 ready to start the first case? So do you guys
4 have a preferred way to do this or do we go
5 just in the same order we went last time.

6 MR. MENTON: Can we go off the record for
7 a second?

8 (Discussion off the record.)

9 (Mr. J. Stephen Menton exited conference
10 room.)

11 (Brief recess.)

12 THE HEARING OFFICER: So we're going to
13 try and do this then by application. I don't
14 care, we can start with Katie Manor, if you'd
15 like.

16 MR. VARN: Yeah, I mean, that's fine.
17 We're simply in a defense position. I'm not
18 sure what the issues are. Going to wait for
19 Mike to explain them to me, then I'll tell you
20 why he's wrong.

21 THE HEARING OFFICER: Okay.

22 MR. DONALDSON: So, judge, Katie Manor is
23 actually a part of the JPM Westbrook
24 challenge. It's one of the issues raised in
25 that proceeding. I can go forward with that if

1 that's what you want.

2 THE HEARING OFFICER: Sure. Who else was
3 concerned with Katie Manor other than -- was
4 that the only --

5 MR. DONALDSON: I think it was just JPM.

6 THE HEARING OFFICER: Then that seems like
7 the simplest one to start with.

8 MR. DONALDSON: Okay. I can do that.
9 Judge McGuire, I'll just go ahead and tell you
10 to go to Joint Exhibit 12, which is the
11 attachment 9 that was submitted by Katie Manor
12 applicant. And that application number was
13 2013-009C.

14 Now, in the RFA process, as it was in the
15 universal application cycle process, a
16 developer or an applicant could get points for
17 a local government contribution, a fee waive,
18 or something like that. So what attachment 9
19 is, is the RFA requires you to add attachment
20 9, complete attachment 9 which is titled 2013
21 local government verification of contribution
22 fee waiver form.

23 Now, Florida Housing accepted this fee
24 waiver form for the Katie Manor application,
25 and it's our position that was clearly

1 erroneous. Now, again, this is associated with
2 JPM Westbrook application which had a perfect
3 application, scored perfect, but because of how
4 other applications were scored, including the
5 Arbours deals and Katie Manor did not get into
6 the funding. So the object here is not to get
7 back into the funding in terms of becoming
8 eligible, this application for JPM was already
9 eligible. It is challenging other aps. So
10 Katie Manor was one of those.

11 Specifically at Exhibit 9, the issue is
12 pretty straightforward.

13 THE HEARING OFFICER: I'm sorry. Exhibit
14 9.

15 MR. DONALDSON: I'm -- yeah, attachment
16 9 -- it's Exhibit 12, attachment 9. That's my
17 fault.

18 An applicant must provide a properly
19 executed fee waiver form. And if you look at
20 the instructions -- and I actually need my
21 glasses to see the instructions -- there's one
22 specific thing that is at issue here -- well,
23 there are actually two specific things that are
24 at issue here. The directions for the form
25 basically say, this certification must be

1 signed by the chief appointed official, and
2 then parentheses, staff responsible for such
3 approvals. And then it lists what we argue are
4 those chief appointed officials: mayor, city
5 manager, county manager, administrator,
6 coordinator, chairperson of the city council,
7 commission or chairperson of the board, or
8 county commissioners. And then it specifically
9 says, other signatures are not acceptable.

10 THE HEARING OFFICER: That is cited in the
11 stipulation somewhere, right?

12 MR. DONALDSON: Yes. I think that
13 language is in the stipulation.

14 THE HEARING OFFICER: If you could just
15 give me a second I can actually look at what it
16 says. I see it. It's on page 20 of my version
17 here.

18 MR. DONALDSON: If you look at the
19 certification form that was submitted by Katie
20 Manor, you'll see that the person who signed it
21 was Eric Davis as planning official. Now,
22 simply put, the argument is, planning official
23 is not one of the denominated entities there.

24 Now, we think that what Florida Housing
25 will argue is, well, that's the -- I think they

1 will say that is the chief appointed official
2 who is responsible for signing that. And like
3 I argued earlier, the chief elected official or
4 appointed official is basically defined in the
5 application instructions to be mayor, city
6 manager, *et cetera, et cetera, et cetera.*

7 One of the things that I wanted to offer
8 you as an exhibit if I could, and it could be
9 JPM'S Exhibit 1, was a composite copy of all
10 the other responses submitted in response to
11 attachment 9, the waiver provision, for this
12 particular RFA. And I'm offering that for --
13 to show you what at least the industry
14 interprets the language that we're arguing
15 about to be, and I will represent to you that
16 if you look at all 85 -- or 86 of those what
17 you will see is each one of the applicants used
18 one of the cited named individuals: manager,
19 administrator, *et cetera, et cetera.* So that
20 clearly shows you the interpretation that the
21 development community gave to that language and
22 yet here we have a planning official.

23 Now, I will also point out to you -- and
24 the reason -- just to clarify there was 96
25 responses to this RFA, there was only 86

1 Exhibit 9s -- or attachment 9s because six of
2 the deals were rehabilitation deals. So they
3 didn't need to have a form or a waiver form,
4 and then four applications just didn't turn the
5 form in. Some will say that was for nefarious
6 reasons, but I don't have any opinion on that.
7 So there was only 86 that actually responded or
8 provided an attachment 9. And as I said, each
9 of them had -- each of them with the exception
10 of Katie Manor listed and had the form signed
11 by one of the designated officials.

12 The only exception to that if I can look
13 at my notes -- and by the way I Bates stamped
14 that attachment for your ease of going through
15 it.

16 The only exception to that would be at
17 page 27 of this composite exhibit, and that was
18 a form filled out here in the city -- I think
19 it was the City of Tallahassee or Leon County
20 where Anita F. Thompson, who is the city
21 manager did not sign that form. And if you'll
22 notice what's attached to that form is somebody
23 signing for her. And attached to the form is a
24 letter from the City of Tallahassee, telling
25 Florida Housing that the person who actually

1 signed it, who wasn't Anita Favors, was
2 authorized to sign it.

3 And historically that's how applicants
4 dealt with the issue. If it wasn't one of the
5 designated people, then it was incumbent upon
6 the applicant to explain nonetheless that
7 person has the authority, which did not happen
8 here. So that's issue number 1 as relates to
9 this particular form.

10 And I would like to try to move attachment
11 9, Composite Exhibit Attachment 9 if I could.
12 Which all those documents came from
13 applications from this year RFA, that's where
14 they came from Florida Housing's Web page.

15 MR. VARN: And we'd object as to
16 relevance. It has no bearing. Especially
17 given the explanation Mr. Donaldson just gave.
18 The -- to the extent it suggests in any way
19 what any other entity thought is completely
20 irrelevant to the determination as to whether
21 Florida Housing's position is arbitrary,
22 capricious, or clearly erroneous. So if that's
23 what he's offering it for, then it has no basis
24 to come in.

25 You know, if he's challenging the

1 ability -- we don't dispute that Mr. Davis is
2 not one of the managers, the mayors, that's not
3 an issue. He's not. He's a planning official,
4 and he falls under the definition of a staff
5 that has been delegated the ability to sign.

6 There's nothing in there that suggests
7 that he's not that person. Mr. Donaldson's
8 interpretation of the rule is not a rule, and
9 there is no rule that requires anything that he
10 says to be submitted to suggest that Mr. Davis
11 is that person.

12 And with respect to the suggestion that
13 those documents all say or do point to a person
14 that is named, he's simply wrong. He's already
15 pointed out one where the assistant to the city
16 manager signed, whether or not they were
17 delegated that authority isn't the issue, the
18 fact is they were the assistant to the city
19 manager and therefore they fall under that
20 staff definition.

21 I'll also point you to Hernando County,
22 Caroline Oaks which is Number 15 that was
23 signed by -- not county administrator but the
24 assistant to the county administrator,
25 Mr. Ron Pianta, who is effectively the planning

1 coordinator for Hernando County.

2 I also point to Exhibit 40 which is the
3 City Park at Merritt Street of Seminole County
4 which was signed by a Tina Williamson, the
5 assistant director of development services.
6 That title is not listed. So to the extent
7 that shows anything it shows that Florida
8 Housing was consistent in its reading of its
9 own rule and therefore you cannot find in any
10 way, shape, or form that this will support
11 Mr. Donaldson's position.

12 THE HEARING OFFICER: And you're sure you
13 want to object to this coming in?

14 MR. VARN: I just think it's irrelevant.

15 THE HEARING OFFICER: Would you like to
16 respond to that at all?

17 MR. DONALDSON: Well, you know, I think
18 one of the things that we're doing here and we
19 kind of got a hybrid system in terms of this
20 bid protest system, and one of the things that
21 we're looking at -- and, again, I think Florida
22 Housing's position is going to be an
23 interpretation of this provision of the form,
24 and what actually is an authorized person to
25 sign the form. They will have an

1 interpretation.

2 I think what these documents show you is
3 maybe their interpretation is not the
4 interpretation that the development community
5 gave it and has been historically used by
6 Florida Housing. I think it's -- even the
7 examples that Mr. Varn indicates, okay, so have
8 an assistant city manager, or an assistant
9 administrator, at least comes close to one of
10 the named persons who can sign. Not planning
11 official. Even if the planning official was an
12 assistant county administrator/planning
13 official, so be it, but that's not what they
14 did here, that's not what they represented.

15 Now, I disagree with Mr. Varn's assertion
16 that, you know, you do have to actually
17 affirmatively represent that somebody who signs
18 this form is someone who is authorized to sign
19 it. Now, Florida Housing will also probably
20 say that they have to take the applicant's word
21 for it, and I think we've -- you've had cases
22 with Florida Housing before where you don't
23 disagree with that conclusion.

24 But I think to the extent that Florida
25 Housing can actually rely on what the applicant

1 provides -- for example, if somebody provides
2 an executed form that says signed by the mayor,
3 I think they have to accept the fact that it's
4 the mayor who signed it. You can't go behind
5 that.

6 But it's on the face of the document it
7 does not meet one of the listed people,
8 planning official. I don't think they
9 necessarily have to accept that and it should
10 have been a red flag. And it should have been
11 a red flag that the applicant basically
12 addressed as the other applicant I pointed out
13 addressed, they attached a letter that made
14 clear who that person was and they had the
15 authority to sign it.

16 So I think for purposes of relevance it's
17 very relevant these documents and these
18 attachments and these forms that were filled
19 out by all the other applicants that turned it
20 in as to what a consistent definition at least
21 as it related to the applicant thought of the
22 definition of what was responsible -- or what
23 was acceptable.

24 THE HEARING OFFICER: It seems to me that
25 you're argument is a grammatical one, that

1 either the list: mayor, city manager, et
2 cetera is -- describes what the chief appointed
3 official could consist of, or one of the two,
4 right. And if it's the first one, then
5 planning official is not on the list. And if
6 it's the first one, then who cares what all the
7 rest of the applicants were. I mean, either
8 the planning official is the chief appointed
9 official or not. I just don't see how this
10 attachment helps to understand how this
11 particular phrase should be interpreted
12 grammatically or was interpreted by the
13 corporation.

14 MR. DONALDSON: I think the corporation is
15 going to interpret the latter, it's different,
16 it's a different requirement. I think what
17 these forms show, is at least it shows what the
18 development community read that language to
19 mean. In that 84 other indicated one of the
20 named, mayor, city manager, county manager.

21 So I think it's indicative of what at
22 least the community thought the interpretation
23 of this language was. And that's how they
24 responded. Katie Manor was the only one that
25 said planning official. So it does go to your

1 issue of either the planning official fits the
2 first category or it doesn't, or if my
3 interpretation and 84 other applicants'
4 interpretations of this provision is what you
5 deem and a planning official wouldn't meet it.

6 THE HEARING OFFICER: I just don't see
7 that this demonstrates what the other
8 applicants thought what it meant. I mean, I
9 don't know what their internal systems are
10 like. I don't know who has authority within
11 each of those various governments to sign
12 things. Maybe they all have requirements that
13 only the mayor can sign it. I just don't think
14 it -- I just don't think this is relevant. I
15 don't think it tells me anything about how this
16 should be interpreted. All this tells me is
17 that a lot of other people had a mayor or a
18 city manager or something sign it. So I think
19 we'll just not admit this.

20 MR. DONALDSON: And I'll proffer it just
21 for what it's worth.

22 THE HEARING OFFICER: Okay.

23 MR. DONALDSON: Now, another thing that
24 this form does is it attaches or at least it
25 references -- and you'll see the asterisk at

1 the bottom of the form -- it references an
2 ordinance, ordinance 1512 date 10/14/13. That
3 ordinance was not included with a response.

4 And that raises two questions. The first
5 question is, did the applicant actually turn in
6 a complete application, which is a rule
7 requirement that applicants turn in complete
8 applications. Because that's referenced and
9 it's referenced by the planning official,
10 whether that planning official is the
11 appropriate person or not, it should have been
12 included. Because what it goes to is whether
13 or not there is a fee waiver, and that's what
14 this form is doing. And it's almost as if this
15 signature of this planning official who is
16 citing this ordinance is basing the
17 availability of whatever that contribution is
18 on the particular ordinance.

19 I would like to introduce if I may the
20 actual ordinance that's cited there. Now, what
21 I just handed you, judge, is the actual
22 ordinance that's referenced there, and this
23 seems to be part of an annexation concept that
24 was going on there in the Crestview area. And
25 if you look at the top of the page, at the top

1 of the form, and I'm looking at Joint Exhibit
2 12, there is also a reference to an annexation
3 agreement which is also attached to this JPM
4 proposed Exhibit 2.

5 Now, the interesting thing about those
6 documents is they talk about things that will
7 occur in the future, specifically the speed
8 waiver which is for water. It talks about
9 something happening in the future or --

10 MR. VARN: Excuse me, Mike. Are you
11 offering that in before you start talking about
12 it or --

13 MR. DONALDSON: Well, I'm telling him what
14 the relevance is right now.

15 THE HEARING OFFICER: I'm assuming you're
16 going to object on relevant grounds.

17 MR. VARN: Yeah.

18 MR. DONALDSON: I mean, here's why I'm
19 introducing that. It was referenced within the
20 document. Now, this is somewhat a different
21 situation than we had this morning where we
22 were talking about supplementing an application
23 with information that corroborates or explains,
24 here you actually have a document within the
25 four corners of the RFA response that cites a

1 another document, and it cites it several
2 times.

3 Again, this goes to (1) a completeness
4 issue. This wasn't submitted, and maybe it
5 wasn't submitted because of some of the
6 language in it. But, nonetheless, to be a
7 complete application since it's referenced, it
8 should have been completed. (1)

9 (2) the other issue is this form at the
10 bottom specifically says that you can't amend
11 or alter the form, which apparently has
12 happened here too with writing. That would be
13 our argument. So there are really two issues,
14 two additional issues other than the signature
15 to this point.

16 And it's our position that (1) this
17 annexation agreement in the ordinance should
18 have been complete -- should have been included
19 for a complete application, and (2) you can't
20 really amend these forms, you can't edit them,
21 or write on them like it's been written here.
22 That would be our other argument. So those are
23 the arguments in a nutshell, judge, and we
24 don't think Florida Housing should have
25 accepted this fee waiver form and it was

1 erroneous to accept it.

2 THE HEARING OFFICER: Just one second.

3 But the form says reference official action,
4 cite ordinance for resolution number and date.

5 So are you saying they did not reference the
6 official action or cite the ordinance?

7 MR. DONALDSON: It's -- down at the bottom
8 is -- and frankly, judge, I've never seen it
9 done this way. I'm not saying that it hasn't
10 been done, but the question becomes is that
11 altering the form and specifically the language
12 at the bottom says --

13 THE HEARING OFFICER: Okay. Before we get
14 into that --

15 MR. DONALDSON: Yes, yes, yes.

16 THE HEARING OFFICER: -- we still have
17 this document.

18 MR. DONALDSON: Yes. It is referencing
19 this ordinance, yes.

20 THE HEARING OFFICER: Right. Okay. I'll
21 hear your objections to this document first.

22 MR. VARN: Right. With respect to
23 120.57(3) it would be supplementing or
24 amending, therefore, it can't come in
25 fundamentally. Assuming Mr. Donaldson's

1 correct, you've just blown a huge hole into the
2 prohibition in that you can simply make
3 reference to anything in there and it come in
4 later if it helps or doesn't help you. Or
5 alternatively I get somebody else to submit it
6 as an exhibit, and then I can rely on it. So
7 you've basically nullified the entire
8 prohibition.

9 But beyond that again it's not relevant.
10 The fundamental issue is, is did we submit a
11 valid fee waiver form and we did. That issue
12 is not in dispute, we're not disputing factual
13 issues here, it says what it says. I'm not
14 sure exactly what it does in terms of whether
15 or not this form was accurately submitted and
16 accepted by the agency.

17 MR. MEFFERT: I join in the objection.

18 THE HEARING OFFICER: Okay.

19 MR. MEFFERT: Even though I think on
20 reading it, it probably makes it clear that we
21 were correct.

22 MR. VARN: That's a hole different issue,
23 but I'm trying not to muddy up the record.

24 THE HEARING OFFICER: So what is this
25 trying to show? I mean, is there something in

1 this? I mean, I understand your argument that
2 they should have submitted this and they
3 didn't, but what is there -- in here what
4 information am I going to find in this exhibit
5 that's going to shed light on whether this form
6 was done properly or not?

7 MR. DONALDSON: Well, if you go to the
8 annexation agreement, specifically, there's
9 language in the annexation agreement -- and I'm
10 looking for it -- where it basically says the
11 owner desires to obtain potable water and waste
12 water service from the city and recognizes its
13 lawful constitutional blah-blah-blah-blah. It
14 seems to say the waiver shall be considered at
15 time in the future that the development of the
16 property achieves a level of completion that
17 necessitates the utility service connections.
18 So it's almost saying that utility services and
19 this fee waiver will happen in the future. And
20 I think one of the requirements is that this be
21 in place as of the application deadline. So
22 that would be the language that seems to be
23 problematic in the annexation agreement where
24 it talks about this coming into play in the
25 future and not as of the application deadline.

1 MR. VARN: Your Honor, let me respond very
2 quickly to that. If that's his issue, then he
3 should have challenged the RFA. The RFA
4 clearly allows waivers, that's the way waivers
5 work. I mean, a waiver applies to something.
6 If there's nothing to apply it to, obviously,
7 you know, if he's arguing that, well, if
8 they're going to apply it, and when they come
9 in for the a permit, well, yeah, I mean, it's a
10 credit now, and it applies when you come in and
11 say you do the offset. I mean, that's how
12 waivers work. I don't understand. If that's
13 his issue, then he missed his opportunity, and
14 he should have said, well, you can't accept
15 waivers. So I don't know -- I mean, don't
16 think that's in front of you at this point and
17 I think we need to move on.

18 MR. MEFFERT: We're always in the future,
19 judge. The development hadn't started
20 construction so there's nothing to waive at
21 this point. This is a promise to waive, it's a
22 promise to us that they're going to waive, and
23 that's the way all of them work.

24 I imagine if you go through all the --
25 this proves that most of the lemmings ran over

1 the cliff, but if you go through all of them,
2 it would show that they're all promising to
3 waive something but it's not going to happen
4 until the development is actually underway.
5 And as Mr. Varn pointed out, until you apply
6 for your permit, there's nothing to build,
7 there's nothing to waive.

8 So I don't -- I disagree with
9 Mr. Donaldson's view of this. Both actions
10 that are referenced on this form occurred
11 before the application deadline. And that's
12 what was relevant to us when we scored this.

13 THE HEARING OFFICER: So your argument, I
14 guess, would be that the annexation agreement
15 that they noted in the form actually does not
16 waive that fee, that they somehow, what,
17 falsified form or --

18 MR. DONALDSON: No, judge. I don't think
19 there's anything malicious here. I think this
20 goes to submitting information in the RFA
21 response that satisfies the criteria, complete
22 application, signed by the right person.
23 That's what this really is going to.

24 I mean, the language in the annexation
25 agreement itself is kind an aside issue that

1 really it goes to (1) it should have been
2 attached. The real issue is it should have
3 been attached, and this wasn't signed by the
4 appropriate person. So that was almost a throw
5 in as you read it and maybe that's what the
6 problem was.

7 MR. VARN: May I address that?

8 MR. DONALDSON: It's not alleging that
9 they've done anything malicious and fraudulent
10 or anything like that.

11 THE HEARING OFFICER: Okay.

12 MR. VARN: Had Florida Housing wished for
13 this to be submitted they could have simply put
14 that in there and we would have done so. But
15 all it asks us to do is identify the action and
16 we did.

17 THE HEARING OFFICER: We'll get to that in
18 a second. I still want to -- so I'm going to
19 sustain the objection to this one also. I
20 don't see that there's anything in here that's
21 relevant to the determination of whether or not
22 this -- what was it -- attachment 9 was done
23 correctly or not correctly.

24 MR. DONALDSON: I'd proffer that one too
25 then, judge --

1 THE HEARING OFFICER: Consider it done.

2 MR. DONALDSON: -- for the record.

3 THE HEARING OFFICER: Okay.

4 MR. DONALDSON: That concludes the
5 argument as to Katie Manor.

6 THE HEARING OFFICER: Response.

7 MR. VARN: I'm not sure I have anything
8 left to respond to. I think we've hit them
9 all. The form was very clear, Florida Housing
10 accepted Mr. Davis as the appropriate person,
11 and the issues that have been raised are not in
12 the rules frankly. And to the extent there is
13 an issue we would suggest that again if he has
14 a problem with the waiver being accepted, then
15 that was an RFA challenge and not an award
16 challenge.

17 THE HEARING OFFICER: How do you respond
18 to the argument that adding this language at
19 the bottom of an asterisk is changing the form
20 somehow.

21 MR. VARN: If you mean we ran out of space
22 to respond to their request, then I don't
23 know -- I fail to see how filling in
24 handwriting on a form that has blanks in any
25 way alters a form. They request the

1 information, the information that's provided
2 specifically responds to in the parentheses
3 below what they asked for. So I'm not sure
4 what -- frankly I don't understand his argument
5 and so it's very difficult to respond. I think
6 that what is in the blank is specifically what
7 was requested.

8 MR. MEFFERT: Judge, if I may.

9 THE HEARING OFFICER: Uh-huh.

10 MR. MEFFERT: We would view it as altering
11 the form if something that was on the printed
12 form were scratched out and something written
13 in its place, that would clearly be an
14 alteration to the form. I think as Mr. Varn
15 points out, because you run out of space in the
16 blank doesn't mean you're altering the form if
17 you're providing the information the form
18 requested in some manner.

19 THE HEARING OFFICER: Okay. Anything
20 else?

21 MR. VARN: No, sir.

22 MR. MEFFERT: Just on the chief appointed
23 official responsible for such approvals, comma,
24 and then a list of other things. It said the
25 chief appointed official, staff responsible,

1 which is the mayor, city manager, *et cetera*,
2 that would be one thing, but I think just
3 simple grammar, that you have a comma there,
4 that sets that first group apart as a class.
5 And the intention of Florida Housing was to do
6 exactly that. That we didn't want to get into
7 this position of having to figure out whether
8 somebody is the chief appointed official or
9 not. We rely on the form. If that's factually
10 incorrect, then we go to DOAH and settle the
11 factual issue. That hasn't been challenged as
12 a matter of fact. So I think that we're
13 entirely proper in accepting the form as it
14 stands.

15 THE HEARING OFFICER: Any --

16 MR. DONALDSON: Nothing further.

17 THE HEARING OFFICER: Okay.

18 (Mr. J. Stephen Menton entered the
19 conference room.)

20 THE HEARING OFFICER: You're back. Okay.
21 How about we do the Arbours next? No, perhaps
22 not. Failing that, what would be the next
23 simplest one to do? Paradise Point perhaps.

24 MS. WALKER: And, Your Honor, that would
25 be us in terms of the petition on Paradise

1 Point. And to try to keep things simple what I
2 did was took excerpts from the stipulated
3 exhibits that are relevant to each of my
4 arguments and created a binder so you can walk
5 through those. I got copies for everybody.

6 THE HEARING OFFICER: Rosedale was the
7 only petitioner that challenged Paradise Point.

8 MS. WALKER: So I have divided the
9 notebook each of aspects of our position in the
10 case, so in our orange tab has Paradise Point's
11 documents I would like to walk through.

12 And starting with the first tab under
13 there is page 36 from the RFA, and the RFA is
14 Stipulated Exhibit Number 2. Page 36 of the
15 RFA has the requirement with respect to the
16 equity proposal, and as you can see, and I've
17 highlighted the relevant language from the RFA,
18 the RFA says that for purposes of this RFA to
19 be counted as source of -- as a source, an
20 equity proposal has to, if it involves selling
21 housing credits, meet requirements outlined in
22 subsection A below.

23 Subsection A is very clear and it says, if
24 eligible housing credit request amount is less
25 than the anticipated amount of credit

1 allocation stated in the equity proposal, the
2 equity proposal will not be considered a source
3 of financing; however, if the eligible
4 credit -- housing credit request amount is
5 greater than the anticipated amount of credit
6 allocation stated in the equity proposal, the
7 equity proposal will be considered a source of
8 financing. Obviously you can't be selling more
9 housing credits than you're getting. I think
10 that's the point of that provision.

11 It's very clear -- and I would just like
12 to point out that here in this language in the
13 RFA Florida Housing using the term "must," and
14 we'll show that must is a mandatory term which
15 indicates that it is a clear requirement of
16 this RFA.

17 So then if you look at the next tab, this
18 is the Paradise Point equity proposal that was
19 submitted as Paradise Point attachment 12, and
20 this is stipulated exhibit -- these are
21 excerpts from Stipulated Exhibit 14. And,
22 again, what we're looking for here is that the
23 eligible housing credit request amount is
24 greater than the credit allocation -- the
25 amount of credit allocation in the equity

1 proposal.

2 And so here if you are looking at what
3 Paradise Point submitted in their equity
4 proposal, their eligible housing request amount
5 is 1,175 -- \$1,175,000. I think everyone would
6 agree that you would multiply that by 10 years
7 so it would be 11,750,000.

8 Then if you look at the anticipated
9 housing credit allocation to be purchased, the
10 equity proposal that was submitted by Paradise
11 Point says that amount is 11,778,825.
12 Obviously, 11,778,825 is greater than
13 11,750,000, therefore, under the plain language
14 of the RFA this particular equity proposal
15 could not be considered a source of funding.

16 If you look also next to the figure of
17 11,778,825 there's a parenthetical there that
18 has a calculation which is 11,775,000 times
19 99.99 percent. Now, what I anticipate that
20 Paradise Point and Florida Housing will
21 argue -- and just to be prepared to address
22 that now -- is that the number 11,778,825 was a
23 typo.

24 However, from this particular -- first of
25 all, that the RFA is very clear that the equity

1 proposal has to include a number for the
2 anticipated housing credit allocations to be
3 purchased that is less than the eligible
4 housing credit request amount. It's clear here
5 that this equity proposal does not satisfy that
6 mandatory requirement of the RFA.

7 But even if Florida Housing says there is
8 a typo that they interpreted one way or another
9 based on this document, we believe you still
10 can't get there because you can't determine
11 exactly what the typo is, and in fact Paradise
12 Point provided its own calculation, 11,775,000,
13 hundred thousand, times 99.99 percent.

14 And that number by the way -- and I did
15 some math because I am not a math person, I
16 wrote it down. If you take the calculation
17 that is in the equity proposal which 11,775,000
18 times 99.99 percent, that number comes out to
19 be 11,773,822.50 which is still greater than
20 11,750,000.

21 So based on the language in the RFP this
22 equity proposal does not meet the requirements
23 of RFP and should not be considered a source of
24 funding. We don't think that this is something
25 that Florida Housing could waive. Again, the

1 language in the RFP uses the word "must," and
2 there is case law in Florida, including *Florida*
3 *Department of Health and Rehabilitative*
4 *Services v. Career Service Commission*, 289
5 So.2d 412, that says must is a mandatory term.

6 There is also a decision from DOAH in
7 *American Lighting and Signalization v.*
8 *Department of Transportation*, it's DOAH Case
9 Number 10-7669BID, which says that where an
10 agency uses mandatory language and makes
11 something a mandatory requirement, that it
12 cannot then waive that.

13 Here we believe this is something that
14 Florida Housing cannot waive, particularly
15 because the equity proposal is so important.
16 This is the way that Florida Housing can verify
17 the pro forma that's included in the
18 application, and can verify that the funding is
19 available. Here there obviously is a problem
20 with this equity proposal because the amount of
21 housing credit allocation to be purchased, as
22 stated by RDC Capital Markets, the provider of
23 the equity, is greater than the amount of the
24 eligible housing credit request.

25 THE HEARING OFFICER: Is that it for the

1 moment?

2 MS. WALKER: That's it.

3 MR. DONALDSON: Judge McGuire, this is
4 simple. I think if you go to rule 67-60.008,
5 Florida Housing -- and that's the rule that was
6 created to basically implement these
7 competitive RFA/RFP cycles and it gives Florida
8 Housing -- I quote -- the authority to do -- I
9 quote: "The Corporation may waive Minor
10 Irregularities in an otherwise valid
11 Application. Mistakes clearly evident to the
12 Corporation on the face of the Application,
13 such as computation and typographical
14 errors" -- that's what that is -- "may be
15 corrected by the Corporation; however, the
16 Corporation shall have no duty or obligation to
17 correct any such mistakes."

18 So in that language the corporation
19 basically -- and this language is based on a
20 history of what Mr. Meffert indicated in his
21 opening statement was the combined cycle and
22 the universal application cycle as it relates
23 to these equity commitment letters and
24 typographical errors and issues coming out of
25 those equity commitment proposals. I can tell

1 you, for example, in years past people have
2 been dinged for having a \$10 difference in some
3 of those numbers, which seems an awful harsh
4 result. And that's what this was getting at.
5 It was to give Florida Housing some degree of
6 flexibility as it related to computation and
7 clear typographical errors.

8 Now, let's look at the mathematics of the
9 equity proposal submitted by Paradise. I don't
10 think that we can -- or I don't think I can
11 with a straight face argue to you that there is
12 no typographical error in that letter, but
13 there is. And there is at least one, there may
14 even be two. But here's the mathematics.

15 The mathematics goes something like this:
16 the credit request amount was \$1,175,000. Now,
17 to get where you need to get, you multiply that
18 by 10, and then multiply that by 0.9999. The
19 answer there then is \$11,748,825.

20 So as to the anticipated housing credit
21 allocation to be purchased where you see the
22 number in the letter as 11-seven-seven-eight-
23 eight-two-five, really the number is
24 seven-four-eight. So there's a seven in place
25 of the four. That's the typographical error.

1 And you already have the deposition transcript
2 of the evaluator who basically did the
3 calculation all by herself before she even
4 looked at the letter and that's why she knew
5 that was a typographical error.

6 The second typographical error may go to
7 \$11,775,000 figure that's in the parentheses
8 that's next to the 11,778,825. That number is
9 probably not correct. It should be 11
10 million -- I think -- and, Wellington, correct
11 me if I'm wrong -- I think that number should
12 be 11,748,825 -- no, that's not right. But
13 that number is not correct either. I think it
14 should be 11 million -- and I'm not good at
15 math either, and I don't have a handy-dandy
16 board to write it on -- \$750,000, that was the
17 typographical error there.

18 But the calculation the way I explained
19 before, but when you calculate that way -- and,
20 frankly, that's the information that's
21 submitted in the cost pro forma. I don't think
22 it's a joint exhibit, but I actually have the
23 cost pro forma pages 11 through 15 for the
24 Paradise Point application.

25 And the numbers that -- the calculation

1 that I just gave you are what's reflected in
2 this cost pro forma. Those are the numbers
3 that the applicant intended. And the
4 typographical errors in the equity proposal are
5 fairly obvious. And hence we go back to
6 Florida Housing allowing themselves the ability
7 to waive minor irregularities that on the face
8 of the document they can glean.

9 Now, I will point out to you the other
10 interesting thing about 67-60.008 is it deals
11 with minor irregularities in an otherwise valid
12 application. Now, there's been no argument
13 that I've heard that this equity commitment
14 letter otherwise does not comply with the
15 provisions of the RFA.

16 And what I mean by that is it requires
17 that it be executed by all the parties,
18 including the applicant, which it is; includes
19 specific reference to the applicant of the
20 beneficiary equity proceeds, which it does; it
21 states the proposed amount of equity to be paid
22 prior to construction completion, which it
23 does; it states the anticipated eligible
24 housing credit request amount, it does; states
25 the anticipated dollar amount of the housing

1 credit allocation being purchased; and finally
2 it states the anticipated total amount of
3 equity to be provided. It has all those things
4 in it. So it is otherwise an acceptable
5 application submittal.

6 And so Florida Housing did we think in its
7 discretion and correctly so here saw that there
8 was a typographical error on the face of the
9 document and used their discretion to waive
10 that because there was enough information
11 provided in the equity proposal to reach the
12 correct numbers.

13 THE HEARING OFFICER: So you'd like to
14 move this excerpt from the ap -- from --

15 MR. DONALDSON: Yes.

16 THE HEARING OFFICER: -- from Paradise
17 Point's application --

18 MR. DONALDSON: Yes.

19 THE HEARING OFFICER: -- into evidence.

20 MR. DONALDSON: As Paradise Point 1.

21 THE HEARING OFFICER: Do you have any
22 objections to that?

23 MS. WALKER: We have no objection to
24 that.

25 THE HEARING OFFICER: I have a question

1 about it. I assume that this document is
2 intended to demonstrate that the number -- and
3 obviously the 11-778 number is a mathematical
4 error, because that doesn't, but 11-775 --
5 11,775,000 number, you're saying that is also
6 an error --

7 MR. DONALDSON: Yes.

8 THE HEARING OFFICER: -- that is a
9 typographical error rather than a mathematical
10 error.

11 MR. DONALDSON: Yes.

12 THE HEARING OFFICER: And this document,
13 this excerpt, you think demonstrates that
14 number actually should be 11,750,000, am I
15 understanding that?

16 MR. DONALDSON: I think this document
17 shows several things. In going to the numbers
18 in the equity proposal letter, see anticipated
19 total amount of equity to be provided, and if
20 you go to page 14 of 15 of the cost pro forma,
21 you will see that number down at the bottom of
22 the page, and it reflects attachment 12, you'll
23 see that number is there. And the only real
24 way to get to that number is to do the
25 mathematical calculation the way that I

1 explained to you earlier, it's the only way you
2 get to that number.

3 That's the one-one-seven-five-zero-zero-
4 zero, times 10, times 0.9999, times 0.93, that
5 gets you 10,926,407. So what the cost pro
6 forma basically shows you is, as it relates to
7 attachment 12, the numbers that were put in the
8 cost pro forma show you that it was just a
9 typographical error for those two numbers that
10 the challengers are raising here.

11 THE HEARING OFFICER: Okay. So to my
12 simple mind it looks like you're just going
13 to -- just moving backwards, you're going from
14 the 10-nine-26 --

15 MR. DONALDSON: You can get there either
16 way.

17 THE HEARING OFFICER: -- and you get back
18 up to the 11-seven-50, is what you're saying.

19 MR. DONALDSON: Yes, you can get there
20 either way. And, again, I'm not a math -- it
21 took me three times to get through algebra and
22 trig in college, and I ended up taking some
23 kind of shop class to get around it, social
24 sciences, mathematics, or something. That's
25 what we do at Florida, that's how we roll.

1 THE HEARING OFFICER: All right. You had
2 a response.

3 MR. MEFFERT: First, no objection. And
4 speaking as a guy who took a math course titled
5 *Fun with Numbers* at FSU, I made a C. Even I
6 can see that 11,778,825 is not possible given
7 the request amount of a million-one-75, neither
8 is 11-seven-75, both are more 10 times -- 10
9 being the number of annual installments in
10 which tax credits are paid.

11 So the calculations, you take the credit
12 request amount which is the annual amount,
13 times 10, times 0.9999, which is the ownership
14 interest -- I don't think anybody's disputed
15 that of the syndicator -- times 0.93, and that
16 gives you the 10,926,407. So you can work it
17 either way. You can work it back to front or
18 front to back and you get the same two numbers
19 at either end, and these numbers in the middle
20 are clearly mistakes, either typographical, or
21 computational, or both and therefore waivable.

22 I would point out that we're dealing with
23 a rule here. A rule that was adopted through
24 the rule adoption process, and I think the case
25 law is clear that rules have force of law. RFA

1 does not have the force of law, therefore, the
2 rule would govern. And I think the rule
3 clearly allows a waiver of this particular type
4 of error as a minor irregularity.

5 Is this going to be Westbrook's Exhibit
6 1?

7 MR. DONALDSON: It's Paradise Point
8 Exhibit 1.

9 THE HEARING OFFICER: So the exhibit is
10 admitted without objection.

11 (Paradise Point Exhibit 1 marked for
12 identification and received into evidence.)

13 THE HEARING OFFICER: Do you have anything
14 else to add?

15 MR. MEFFERT: No, sir.

16 THE HEARING OFFICER: Okay. So the
17 eleven --

18 MR. MEFFERT: If I may, judge, one more
19 thing I would like to point out.

20 THE HEARING OFFICER: All right.

21 MR. MEFFERT: In Ms. Grubbs' deposition
22 she said basically what I just said and she
23 worked the numbers front to back and back to
24 front and they work the same way either way,
25 and none of them will yield 11-seven-78-eight-

1 25 or 11-seven-75, so clearly those numbers are
2 erroneous.

3 THE HEARING OFFICER: The 10 years, you
4 said you take the request amount and you
5 multiply it by 10 years. Where does that --

6 MR. MEFFERT: Section 42 of the *Internal*
7 *Revenue Code* that governs this whole process
8 provides that when you're awarded tax credits
9 you're awarded that amount for 10 years. So
10 what the syndicators do is they come in and buy
11 the tax credits kind of on the expectation that
12 they'll get 10 years worth of tax credit so
13 they discount it. In this case it's 0.93, 93
14 cents on the dollar on the expectation that
15 over time they'll make money on that tax
16 credit.

17 THE HEARING OFFICER: So every application
18 that comes in will have -- should have the
19 housing credit allocation as 10 times the
20 request amount times something else.

21 MR. MEFFERT: That provides an ownership
22 interest and the syndication rate. At this
23 point these are all kind of guesses basically
24 by the syndicators. The final deal, as it
25 were, when it's put together at the back end,

1 after credit underwriting, may not reflect the
2 same syndication rate. It will reflect the
3 same requests, same numbers, *et cetera*, but --
4 financial institutions sort of operate in an
5 odd manner.

6 Generally, you go to a commercial lender
7 all the underwriting is done up front. So
8 before you get approval for financing you have
9 all the pieces in place. Here what we're doing
10 is screening a bunch of applications, all of
11 which, as you see, we have so many tied scores
12 that pretty much all of them are worthy of
13 funding, and then we have to sort them out in
14 some manner.

15 So the credit underwriting is not actually
16 done until after this sort of initial screening
17 is done. So that -- in that sense we operate
18 kind of backwards to most financial
19 institutions. I don't know if that's helpful
20 in understanding the way these deals work or
21 not. But the bedrock is that the tax code
22 itself provides the 10, the number 10, the 10
23 annual installments.

24 THE HEARING OFFICER: Rebuttal?

25 MS. WALKER: Going back again to page 36

1 of the RFA, the language in the RFA is clear.
2 It talks about what has to be included in the
3 equity proposal, it doesn't say the equity
4 proposal are looking to any pro forma or
5 anything else, it says this is information that
6 has to be in the equity proposal for the equity
7 proposal to be considered a source of funding.
8 And it's also very clear that where the housing
9 credit request amount is greater than the
10 credit allocation stated and that equity
11 proposal can't be considered a source of
12 financing. So we believe based on the terms of
13 the RFA you can't look beyond the equity
14 proposal itself to try to address the issue in
15 paragraph 2A there on page 36.

16 I think it's also important to understand
17 the purpose of the equity proposal and that is
18 to make sure that the provider of the equity
19 knows the terms on which they're proposing to
20 commit the equity. Again, I think here it was
21 the obligation of Paradise Point to submit an
22 equity proposal that complied with the
23 requirements of the RFA. The RFA is very
24 specific about what that equity proposal has to
25 include, and here Paradise did not do that.

1 The equity proposal has a housing credit
2 request amount that is less than the credit
3 allocation to be purchased.

4 Mr. Donaldson argued that, you know, this
5 is something that is clearly evident on the
6 face of the equity proposal and therefore can
7 be corrected but he also in his argument
8 stated, well, the number and the calculation
9 parenthetical is probably not correct or
10 probably should be something else, so it's
11 really not that clear. Because it appears that
12 there is an argument that there's a typo but
13 it's not really clear what the typo is.

14 And we would submit that based on the RFA
15 even if there is a typo the RFA is clear that
16 the numbers have to be -- the housing credit
17 request amount has to be less -- I'm sorry --
18 has to be greater than the amount to be
19 purchased. But also I want to direct your
20 attention to Stipulated Exhibit Number 15,
21 which is the scoring sheet that was used to
22 score the financing aspect of the
23 applications.

24 MR. MEFFERT: This is the template, not
25 the one that was used to score this particular

1 application.

2 MS. WALKER: Right. This is just a
3 template. And if you could turn to page 3.
4 You'll see there that this is the scoring
5 template that was used to score the equity
6 commitment, and it asks under paragraph 4, is
7 the amount of anticipated housing credit
8 allocation stated. And then if, yes, and if
9 you look at subparagraph 2, is the stated
10 amount less than or equal to the maximum
11 housing credit request limits. So here for
12 Paradise the answer to that question should
13 have been no.

14 And then if you flip the page at the very
15 bottom of this template are directions on how
16 the staff was to complete this template. And
17 it says, if the answer to any of the above
18 questions that require a response is no, the
19 effected commitment proposal letter of intent
20 or close financing document cannot be
21 considered as a source of financing. Looking
22 at the Paradise equity proposal letter the
23 answer to question 4B2 was no and, therefore,
24 it should not have been considered a source of
25 funding.

1 I think it's also important to note that
2 there are some inconsistencies in how Florida
3 Housing staff has treated other situations
4 where information was included in the
5 application or not included in the application
6 and included in the equity proposal. And so if
7 you look under the blue tab for Tumblin
8 Creek -- this is actually relevant to both
9 Tumblin Creek and Paradise Point. At the very
10 back of that there's a tab that says, excerpts
11 from Janie's Garden Phase 3 application and
12 evaluation documents. And this is Stipulated
13 Exhibit Number 21.

14 And the reason this is relevant -- this is
15 from the Janie's Garden Phase 3 application,
16 but I think it's important to see what Florida
17 Housing finance staff did here in scoring this
18 particular financing. If you see that the
19 notes here, it says, the applicant did not
20 select a request amount. The equity commitment
21 provided by the applicant reflects an annual
22 housing credit allocation amount that exceeds
23 the application -- the applicant's request
24 amount, therefore, the housing credit equity
25 cannot be considered a source of financing.

1 The same argument we're making that the
2 allocation amount exceeds the request amount.

3 And then you see there the -- behind that
4 is the actual template that's been filled out
5 for Janie's Garden, and you'll see that it says
6 the amount of housing credit allocation
7 reflected is zero, and there's a no there, and
8 Janie's Garden was disqualified.

9 And the reason there's a no there is not
10 based on what's included in Janie's Garden
11 equity proposal letter, because Janie's Garden
12 equity proposal letter actually includes -- and
13 it's at the very back, it's also letters from
14 RBC Capital Markets, it includes the
15 anticipated eligible annual housing credit
16 request amount, which would be 11,780,000, and
17 then it includes the credit allocation to be
18 purchased which is less than that.

19 But it still was disqualified on the basis
20 that the credit request amount was less than
21 the amount of allocation to be purchased. And
22 the reason it was disqualified is not because
23 what was stated in the equity proposal but
24 because the application on -- in response to
25 number 9, which is just prior to the attachment

1 12 to Janie's Garden in this particular excerpt
2 where it says, state the applicant's housing
3 credit request amount, that was never
4 completed.

5 So here that appears to be a typo, right,
6 because Florida Housing would have known what
7 the housing credit request amount would have
8 been because it's in the equity letter
9 according to their argument, yet they
10 disqualified, they read what was in the equity
11 letter to be a zero, even though there was a
12 number there and, therefore, disqualified
13 Janie's Garden on the basis that the housing
14 credit request amount was less than the credit
15 allocation to be purchased. It's kind of the
16 reverse of what happened with Paradise Point,
17 but it shows the inconsistency with how
18 applications were treated and why it creates a
19 competitive disadvantage to accept an equity
20 proposal like that submitted by Paradise Point
21 when an equity proposal like Janie's Garden was
22 rejected.

23 THE HEARING OFFICER: Did I hear you say
24 that even if there were a typographical
25 error -- what the heck did I do with it --

1 there it is. Even if there were a
2 typographical in this -- I don't know what
3 exhibit this is -- but the equity proposal --

4 MS. WALKER: For Paradise Point?

5 THE HEARING OFFICER: Yes. Did you say
6 that even if there's a typo in there, they
7 still cannot accept it, they couldn't fix that
8 typo because -- I don't know -- because the
9 language in the RFA says you must submit
10 something? But I just want to see if I --

11 MS. WALKER: Right.

12 THE HEARING OFFICER: -- heard right.

13 MS. WALKER: Because the language in the
14 RFA makes this a mandatory requirement for what
15 has to be included in the equity proposal. It
16 says this is what needs to be on the face of
17 the equity proposal. And I think in this case,
18 the *American Lighting and Signalization* bid
19 protest decision is particularly relevant. And
20 in that case there was a requirement in an R --
21 I think it was an RFP, it may have been an
22 ITN -- that certain information be included in
23 the bid documents.

24 The Department of Transportation in that
25 case took the position that they could waive

1 that requirement. The hearing officer, no,
2 because it was a mandatory requirement that had
3 to be included and therefore it was something
4 that could not be waived as a minor
5 irregularity.

6 Because otherwise -- you know, you're
7 giving -- and, again, I think looking at
8 Janie's Garden shows the disparity here.
9 Because you're saying it's okay to say, oh,
10 it's a typo for Paradise Point and let that in,
11 but yet Janie's Garden obviously had a mistake
12 where they didn't complete a portion of their
13 application but you could still compute it,
14 according to Florida Housing's argument, via
15 Florida Housing disqualified Janie's Garden.
16 That's why when something is made mandatory you
17 either do it or you don't; if you do it, you're
18 in; and if you don't, you're out.

19 THE HEARING OFFICER: All right. Any
20 other responses.

21 MR. MEFFERT: Just we'll respond to the
22 case law when we have had a chance to read the
23 cases to determine whether or not there's any
24 impact of an adopted -- properly adopted rule
25 the judgments that were made.

1 Asking for housing credits is kind of a
2 basic fundamental step in this. The credit
3 request amount is to support that request. And
4 if you also read the language of the rules, it
5 says the corporation is under no obligation to
6 correct these mistakes. If we find them, then
7 correct them, fine. If we don't...

8 Janie's Garden is certainly free to
9 challenge our determination there and they
10 chose not to for whatever reason. It's not in
11 the record. That's it.

12 MR. DONALDSON: Judge McGuire, I don't
13 think there's any allegation that Paradise
14 Point applicant did not put in a housing credit
15 request amount at nine. I can tell you for
16 reasons that I won't go into that was the
17 problem with the Janie's Garden application,
18 they didn't put in a number to begin with that
19 is was a required number.

20 That's not the same allegation here.
21 Nobody is alleging that Paradise Point did not
22 put in a number. There was a number. And,
23 frankly, that number being put in is really
24 what starts the whole process. That's how much
25 money you're asking from Florida Housing.

1 So to actually ignore that -- that's not
2 even a typo, that's somebody just forgot, for
3 whatever reason, failed to put in something
4 that's electronically submitted it an
5 application. And that information, once you
6 put all the information in, it kind of goes
7 into the cost pro forma. I mean, that's part
8 of the overall calculation.

9 So Florida Housing really couldn't just
10 use the equity commitment letter or equity
11 proposal letter to fill in that issue. Maybe
12 at some point in the future if I have a case
13 that needs me to argue that's a typo, I'll
14 argue something different. But at least today
15 that doesn't appear to be a typo. That just
16 seems to be glaring omission in the
17 application.

18 So I think factually those are two
19 different examples. I don't know that they
20 necessarily control one another at all. We're
21 just talking about a typographical error in the
22 Paradise Point letter that it was obvious on
23 it's face.

24 And I think maybe there are two typos. I
25 think that second number in the parentheses

1 ought to be \$11,750,000, and that's 1.175
2 million times 10. That's the number that
3 should have been there, that's a typo as well.

4 So to say that there's some kind of an
5 alternative calculation, well, if you use the
6 numbers that are in the equity proposal letter,
7 they obviously don't make sense, and Florida
8 Housing discovered that when they were
9 reviewing this letter and they discovered that
10 there were typographical errors. And there was
11 enough information given in the equity proposal
12 letter to support the conclusion that there was
13 a typographical error.

14 THE HEARING OFFICER: Okay. I think we're
15 done with Paradise Point for now. How about
16 the Arbours? Everybody's mad at them so... I
17 don't know who wants to go first on that,
18 but --

19 MS. WALKER: I'll be glad to go first.
20 And that follows along nicely with our argument
21 regarding Paradise point. So Rosedale's issue
22 with the Arbours also relates to the --

23 THE HEARING OFFICER: I'm so sorry. Are
24 we treating both of the Arbours as the same
25 issue?

1 MS. WALKER: I'm sorry, Tumblin Creek.

2 THE HEARING OFFICER: Tumblin Creek,
3 they're slightly different issues.

4 MS. WALKER: We're only challenging
5 Tumblin Creek. So we're doing Tumblin Creek
6 first.

7 MR. SELLERS: That challenge to one as
8 opposed to another doesn't have anything to do
9 with the merits of the other, it's just simply
10 whether affects directly or not.

11 THE HEARING OFFICER: Okay.

12 MS. WALKER: So this issue also involves
13 the equity proposal. And, again, not to rehash
14 what was just argued, but the RFA requirements
15 regarding equity proposal are mandatory about
16 what has to be included in the equity proposal
17 letter. And with respect to Arbours at Tumblin
18 Creek we're going to talk about a different
19 requirement for equity proposal.

20 And if you look in the binder, and this
21 would be under the blue tab, challenge to
22 Tumblin Creek application, and then the first
23 tab behind that, you'll see again page 36 of
24 the RFA, which is Stipulated Exhibit 2 which
25 says to be counted as a source, an equity

1 proposal has to first of all meet subsection A,
2 which we talked about with respect to Paradise
3 Point, and also include the information
4 outlined in B below.

5 And then subsection B sets forth what has
6 to be included in the equity proposal if the
7 applicant is syndicating or selling the housing
8 credits. And so subsection B says that a
9 housing credit equity proposal, and then again
10 the word "must," also meet the following
11 criteria. And if you look at the fifth bullet
12 point down, it says state the anticipated
13 dollar amount of housing credit allocation to
14 be purchased. Okay.

15 MR. COHEN: Your Honor, is there another
16 one of these packages?

17 MS. WALKER: Oh, I'm sorry. Did you not
18 get one. I have extra.

19 Again, RFA page 36 says, to be considered
20 a source an equity proposal must state the
21 anticipated dollar amount housing credit
22 allocation to be purchased. Again, I think
23 it's really important that this language in the
24 RFA doesn't say the equity proposal and any
25 other information that may be considered

1 elsewhere in the application has to state the
2 anticipated dollar amount of housing credit
3 allocation to be purchased.

4 The RFA requirement says that the equity
5 proposal had to state anticipated dollar amount
6 of housing credit allocation to be purchased.
7 And the reason why that's important is because
8 the equity proposal again demonstrates the
9 financing for the deal, it demonstrates that
10 the equity provider understands the terms on
11 which the equity is going to be provided, and
12 the equity proposals to be used to verify
13 information elsewhere in the application, not
14 vice versa.

15 And so if you look behind the next tab,
16 again, this is the scoring template that was
17 used to score the equity proposal or as it's
18 referred to here, the equity commitment, and
19 you'll see under subsection 4B3, one of the
20 questions is: is the anticipated dollar amount
21 of housing credit allocation to be purchased
22 stated. So it's under the financing template,
23 it asks: is the anticipated dollar amount of
24 housing allocation to be stated. And, again,
25 there's language on the template that says, a

1 no response to that question means that the
2 financing documentation cannot be considered a
3 source of financing.

4 So then if you look at the Tumblin Creek
5 equity proposal, which was attachment 13 to the
6 Tumblin Creek application, and it's stipulated
7 Exhibit 10, it's a letter from Raymond James
8 and nowhere in that letter does it state the
9 amount of housing credit allocation to be
10 purchased. Again, they set forth in very
11 specific lists, here's what has to be in your
12 equity proposal, these six things in bullet
13 points, and it's very clear that the equity
14 proposal has to state the anticipated dollar
15 amount of housing credit allocation to be
16 purchased. It's not stated anywhere in the
17 Raymond James letter at all.

18 Now, Florida Housing may argue, well, they
19 went and looked elsewhere in the application
20 and tried to compute what the housing credit
21 allocation amount to be purchased would be.
22 Again, we think the RFA is clear, that you
23 can't look beyond the equity proposal letter in
24 evaluating the equity proposal because the
25 equity proposal letter is supposed to verify

1 what's in the pro forma.

2 But even if you do that -- and I think
3 Ms. Grubbs talked about she did a calculation
4 based on the 9,586,614 that's in the Raymond
5 James letter. Actually, if you do the
6 calculation that she talked about, it doesn't
7 come out to that number. Again, I'll show you
8 how that worked.

9 Ms. Grubbs said she took the 1,042,127 and
10 multiplied it by 10, for the reasons that were
11 discussed with respect to Paradise Point, which
12 would be 10,421,270 and she took that number
13 multiplied it by 99.99 percent which she said
14 she found elsewhere in the application. But it
15 was not in the equity proposal letter
16 anywhere. That number is then 10,420,228. And
17 then if you multiply that times the 0.92 number
18 that's in the Raymond James letter, the number
19 actually comes out to 9,586,610. Not
20 9,586,614. So Ms. Grubbs backward calculation
21 as to how she got to that number doesn't work.

22 So again -- and that's I think part of the
23 reason why it's really important that these
24 numbers be stated in the equity proposals so
25 that you know that whoever is providing

1 financing understands that it is committing to
2 the terms on which the financing is to be
3 provided. Here this is an item that is missing
4 from this particular letter.

5 It was a number -- simple number to state
6 in there, and it's not there, and you can't
7 even do the math backwards to get to it. So
8 our position would be that again because the
9 Tumblin Creek equity proposal doesn't include
10 the information that was required by the RFA
11 that it should be disqualified.

12 And there's a rule actually on point also
13 and that would be rule 67-60.006,
14 responsibility of applicants, subparagraph 1
15 states, the failure of an applicant to supply
16 required information in connection with any
17 competitive solicitation pursuant to this
18 chapter shall be grounds for determination of
19 nonresponsiveness with respect to its
20 application.

21 So pursuant to that rule and the language
22 of the RFA, the acceptance of the Tumblin Creek
23 equity proposal was clearly erroneous, and
24 contrary to competition, and arbitrary and
25 capricious.

1 THE HEARING OFFICER: Does anyone else
2 join in this particular challenge?

3 MR. DONALDSON: JPM Westbrook would and
4 Frenchtown would as well.

5 THE HEARING OFFICER: Would or did?

6 MR. DONALDSON: Did, would, will.

7 THE HEARING OFFICER: Do you have anything
8 you would like to say?

9 MR. DONALDSON: No.

10 THE HEARING OFFICER: Go ahead. Please
11 respond.

12 MR. COHEN: Thank you, Your Honor. I'm
13 going to -- similar to what counsel for
14 Rosedale did, I'm going to distribute my own
15 mathematical computations. I will note that
16 she is correct, the numbers were in fact \$3.50
17 off, so to the extent that she says, the
18 numbers don't hold together, she's right, we
19 were \$3.50 off. That did not cause us to have
20 a shortage of sources and comparative uses
21 which is the whole test in this matter,
22 Your Honor.

23 THE HEARING OFFICER: I assume this is for
24 illustrative purposes rather than presenting
25 this as an exhibit.

1 MR. COHEN: That's correct. I would like
2 it to be part of the record so that you can
3 refer to it later. And I'm going to speak to
4 it in my argument.

5 THE HEARING OFFICER: Okay.

6 MR. COHEN: Page 36 of the RFA
7 instructions does require that the anticipated
8 dollar amount of housing credit allocation to
9 be purchased to be provided in equity
10 proposal. A little background as to tax credit
11 syndication as well as housing tax credits I
12 think is in order, Your Honor.

13 Applicants apply for low-income housing
14 tax credits either limited liability companies
15 or partnerships. They apply for example for a
16 million dollars in tax credits. As has been
17 noted previously, you apply for a million
18 dollars, if you win, you get a million dollars
19 in tax credits a year for 10 years. You get
20 \$10 million of tax credits and that's all
21 pursuant to section 42 of the *Internal Revenue*
22 *Code*.

23 A syndicator does not buy the tax credits
24 *per se* as has been perhaps erroneously
25 mentioned earlier, a syndicator gets admitted

1 to the applicant entity as a limited partner of
2 a partnership or as a member of a limited
3 liability company. In every instance that I've
4 seen, they come in as a 99.99 percent limited
5 partner or 99.99 percent member.

6 Why do they come in at that percentage,
7 because the partnership -- I'll call it a
8 partnership generically, as between a
9 partnership or a limited liability company --
10 the partnership obtains the tax credits when it
11 wins the competition. The partnership does not
12 use the tax credits, the partnership is a flow
13 through entity. It does not pay income taxes.

14 Rather it allocates its tax attributes to
15 its partners. So if I have a general partner
16 who is a 0.01 percent general partner and an
17 investor who is 99 percent limited partner,
18 99.99 percent, the investor gets 99.99 percent
19 of the tax credits. He gets a K-1 on his
20 federal partnership income tax return showing
21 that he gets 99.99 percent of the partnership's
22 credits.

23 He doesn't buy the tax credits, he agrees
24 to contribute capital to the partnership, and
25 the partnership uses that capital to build the

1 low-income housing project. The amount that he
2 agrees to contribute to the capital of the
3 partnership is derived by a mathematical
4 equation. The mathematical equation is set
5 forth in the number 3 of the material that I
6 just gave to you.

7 Basically you take the amount -- and I'm
8 using a very simple example of \$1 million worth
9 of tax credits here. If a syndicator is
10 interested in investing in this deal that
11 applied for and won a million dollars in tax
12 credits, the amount that he's going to pay is a
13 million dollars in tax credits times the 10
14 years that the tax credits get generated for,
15 the \$10 million times price. In my example I'm
16 setting a 96-percent price -- 96-cent price,
17 I'm sorry -- times the percentage of LIHTC
18 purchased, 99.99 percent.

19 In that example I've shown you, if the
20 syndicator was paying 96 cents on a \$10-million
21 tax credited deal --

22 THE HEARING OFFICER: Sorry. Is that the
23 same as the syndication rate --

24 MR. COHEN: Yes.

25 THE HEARING OFFICER: -- that we talked

1 about before?

2 MR. COHEN: Yes, it is. He would pay
3 \$9,599,040. And that's the second paragraph
4 under number 3 of the materials. And this is
5 pretty much the same thing as Ms. Walker just
6 pointed out in her formula on the large white
7 sheet over there to your left. Okay.

8 It's alleged that the equity proposal here
9 does not state the anticipated dollar amount of
10 housing credit allocation to be purchased.
11 Florida Housing found that it's noted in
12 Ms. Grubbs' deposition that all the information
13 necessary to determine the amount of housing
14 credit to be purchased was obtainable from the
15 body of the equity proposal.

16 I'm hesitant to say that all this requires
17 is a simple algebraic equation since everybody
18 professed ignorance of algebra, but let's give
19 it a shot anyway, Your Honor. Okay. If you
20 use the formula which Ms. Walker and I both
21 agree on is the formula you should use in these
22 matters, you have certain known facts in this
23 equity proposal letter: the price, the
24 syndication price has been given; the amount of
25 tax credit, and the syndication price in the

1 equity letter is 92 cents. The amount of
2 annual tax credit applied for \$1,042,127 is
3 also known. Finally, you know the amount that
4 the investor is willing to contribute to the
5 capital of the deal; i.e., amount he's paying
6 for the tax credits. That is \$9,586,614.

7 So when you're doing algebra and you need
8 to know -- you got four factors, four elements,
9 and you know three of them, you can figure out
10 the fourth one, Your Honor. Okay. If you just
11 use the formula that's been agreed upon and you
12 see a million-42-one -- \$1,042,127 times 10
13 years, times the price, times the percentage of
14 low-income housing tax credit purchased -- and
15 this is the core of the argument that they're
16 saying the letter does not provide the
17 percentage of allocation being purchased,
18 equals the price paid. So if I do three steps
19 of algebra there, Your Honor, I come out to the
20 percentage of low-income housing tax credit
21 purchased, it's 0.9999. Okay. And you do your
22 math. Mr. Sellers is shaking his head no, but
23 I'm not sure exactly why.

24 So I know that 0.999 percent of the tax
25 credits are being purchased by Raymond James.

1 I know what the total amount of tax credits in
2 the deal are, they are \$1,042,127 times 10.
3 Okay. I know the percentage that's being
4 purchased, ergo, I know the anticipated dollar
5 amount of housing credit allocation being
6 purchased in this deal on the bottom of the
7 first page of my outline. It's matter of
8 simple math. I know that \$10,420.227.87 is the
9 amount that 10 year credits being purchased by
10 Raymond James.

11 As a cross check, Your Honor, I multiply
12 that amount being purchased of credits times
13 92-cent purchase price, and as pointed out
14 there, it comes out to \$9,586,609.64. That is
15 in fact \$4.36 less than the amount that they
16 say they're paying in the equity letter.

17 We will stipulate that we are \$3.86 off,
18 Your Honor. That cross check proves the amount
19 of housing credit allocation being purchased by
20 the syndicate. The requirement of the
21 disclosure in the application has been met.
22 You can determine from the equity proposal
23 itself the anticipated dollar amount of housing
24 credit allocation to be purchased.

25 There's no error here at all, there's no

1 irregularity to be waived, the request -- when
2 the requested info is easily derived from the
3 very document that's being challenged; however,
4 if Your Honor does choose to go down that path
5 and determine that irregularity does exist we
6 would argue that it is clearly within the
7 corporations power to waive this minor
8 irregularity and find that this equity proposal
9 should qualify.

10 Waiver is particular appropriate where the
11 info sought on the RFA instructions with the
12 anticipated dollar amount of housing credit
13 allocation to be purchased was easily computed
14 as shown above, a simple mathematic calculation
15 is all that's necessary to get information
16 being sought by instructions. Ms. Grubbs said
17 as much in pages 12 through 17 of her
18 deposition. As she said, if you do the
19 calculation, you can figure out the amount of
20 amount housing credit allocation being
21 purchased. That's direct quote from
22 Ms. Grubbs.

23 This is exactly the type of situation that
24 the corporation contemplated when it changed
25 its rules to permit although not require the

1 corporation to waive minor irregularities.
2 Florida Housing was obviously tired of
3 attorneys seizing on hypertechnical errors in
4 applications to swing awards away from
5 otherwise worthy applicants and reserve for
6 itself the right to waive minor
7 irregularities.

8 The information being sought; that is, the
9 amount of housing credit allocation being
10 acquired, why is that information being
11 sought. It's being sought to determine if the
12 syndicator's equity proposal is internally
13 consistent. And why does Florida Housing
14 Corporation want to know if the internal
15 agreement is internally consistent, because
16 they want to determine whether they should
17 honor it as a source of financing; i.e., are
18 there any sources of financing to pay for all
19 the costs in the development cost pro forma.
20 That is the purpose of those disclosures.

21 When an equity proposal does not hang
22 together internally; that is, when it's not
23 internally consistent, a question can arise as
24 to whether the assumptions underlying the
25 equity proposal are valid and whether the

1 syndicator really understood the deal and was
2 really obligating itself to put the money in
3 the deal. The purpose of all this is for the
4 corporation to be able to determine whether
5 there are enough financing sources to cover
6 costs.

7 If the corporation can determine from the
8 information contained in the proposal letter
9 that the amount of equity being promised by the
10 investor is mathematically derived from the
11 assumptions in the letter and that those
12 assumptions can all be mathematically proven,
13 then the purpose for which this disclosure is
14 required has been met.

15 THE HEARING OFFICER: Thank you.

16 MR. COHEN: Just -- not quite done. Five
17 of the six requirements on page 36 of the RFA
18 are without controversy met, the six is met by
19 a mathematical computation. What petitioners
20 are attempting to accomplish here is precisely
21 what the corporation was attempting to prevent
22 when it authorized itself to waive minor
23 irregularities. We believe there's no error or
24 deficiency or irregularity here at all because
25 the information being requested is obtainable

1 from the body of the equity proposal.

2 Ms. Grubbs in her deposition also stated
3 that she went to attachment 3 in the Tumblin
4 Creek application -- attachment 3 is Exhibit 10
5 in the stipulation -- showing the ownership
6 chart for the Arbours at Tumblin Creek
7 transaction. In that ownership chart it was
8 shown that the limited partner would have 99.99
9 percent.

10 Under questioning from Ms. Walker, she was
11 challenged as to how she came up with the
12 99.99-percent figure and she said came up with
13 it two different ways. She came up with it the
14 way that I just demonstrated in the math, she
15 did internal calculations from the information
16 contained in the equity proposal itself, and
17 then she also went to attachment 3 which showed
18 99.99 percent participation for the syndicator
19 and said either one of those ways I could
20 determine the amount of housing credit
21 allocation being purchased by the syndicator in
22 this traction.

23 For all those reasons we believe that the
24 equity proposal should be upheld, we believe
25 the corporation's determination that the equity

1 proposal was valid, it's clearly not -- it's
2 not clearly erroneous, it's not arbitrary or
3 capricious but in fact is well reasoned. Thank
4 you.

5 THE HEARING OFFICER: Thank you.
6 Corporation.

7 MR. MEFFERT: I don't believe I can
8 improve on Mr. Cohen's remarks. I'll adopt
9 them as my own voice.

10 THE HEARING OFFICER: Response.

11 MS. WALKER: Mr. Cohen said that five or
12 six requirements with respect to the equity
13 proposal were met. I think that's telling
14 because the sixth requirement wasn't met. And
15 particularly if you look at the RFA language
16 itself, it says that the equity proposal has to
17 state the anticipated dollar amount of housing
18 credit allocation to be purchased. It doesn't
19 say has to include information from which the
20 Housing Corporation can derive the anticipated
21 dollar amount of housing credit. It says that
22 the house -- the equity proposal itself has to
23 state the dollar amount. And as Mr. Cohen has
24 admitted, you know, even when you do the math
25 that Ms. Grubbs did, the number comes out to

1 something different than is in the equity
2 proposal.

3 First of all we would submit that you
4 can't, based on RFA language, look to the body
5 of the application to try to do a calculation
6 to come up with the information that the
7 applicant was required to include in its equity
8 proposal. And I think here again the Janie's
9 Garden example we looked at demonstrates that.
10 Because there again there was information in
11 the equity proposal that could have been looked
12 at to complete the answer that was missing from
13 the application and Ms. Grubbs didn't do that.
14 She disqualified Janie's Garden. So this is
15 just kind of the reverse of that. We don't
16 think anything in the RFA that says you can
17 look beyond the equity proposal to find numbers
18 that should have been or required to be stated
19 in the equity proposal.

20 The other thing is we disagree with the
21 calculation that was done by Mr. Cohen, and I
22 think Mr. Cohen presented argument suggesting
23 that the percentage ownership is always 99.99
24 percent. I don't think there's any evidence of
25 that in the record and we would submit that if

1 you look at other applications, you would
2 actually see sometimes that number varies.

3 So here if you do this mathematical
4 equation -- and, again, using the numbers that
5 are in the Raymond James equity proposal
6 letter. If you take the 9,586,614 which is the
7 number in the equity proposal letter and you
8 divide that by the 92 cents, you get
9 10,422,033, and then if you divide that by the
10 10,421,270, which is the housing credit request
11 amount, you don't get 99.99 percent, you
12 actually get 99.99005 percent. And that is
13 important because it's -- it's -- obviously
14 can't -- you got to run decimals out, that's a
15 larger percentage than just 99.99 percent. So,
16 again, the math doesn't add up.

17 I think it's important that the RFA said
18 you have to state this number in your equity
19 proposal. There was only six things that had
20 to be stated. Six things weren't stated; for
21 that reason we believe that it's error for
22 Housing Corporation to accept the Raymond James
23 letter as a source of funding for Tumblin
24 Creek.

25 THE HEARING OFFICER: Thank you.

1 MR. DONALDSON: I would just add briefly,
2 we just talked about the Paradise Point equity
3 proposals, where everybody agreed that all six
4 bullet points had been addressed, and that was
5 as the rule 67-60.008 talks about an otherwise
6 valid application. Here I think Ms. Walker's
7 correct that Mr. Cohen committed that one of
8 those bullet points was not addressed here.

9 So I think, Judge McGuire, what you're
10 being asked here if we get to the minor
11 irregularity, because clearly one of the bullet
12 points wasn't addressed. So then the question
13 becomes can a corporation fill in a blank that
14 wasn't provided in the equity proposal by a
15 calculation which is a different issue than
16 when all the information is there and you see a
17 typographical error on its face.

18 So there are two things that we are
19 dealing with here. I agree with Ms. Walker
20 that the corporation can't use calculations --
21 and we talked about calculations *ad nauseam* and
22 now I see why I didn't get through algebra/trig
23 for three times because this is all --
24 depending on the calculation you use, it comes
25 out with different numbers. That's the whole

1 point, that's why it should -- all six bullet
2 points should have been in the equity
3 proposal. And for Florida Housing to use its
4 discretion to calculate to come up with a
5 number that should have been there in the first
6 place and wasn't there, I think that was --
7 that's not reasonable here.

8 MR. COHEN: Your Honor, I sense a certain
9 amount of irony in the room here, since this
10 argument is directly opposite to the argument
11 that was made about 20 years ago -- 20 minutes
12 ago on one of the other equity proposals, I
13 will note that for the record, Florida Housing
14 doing mathematical calculations to arrive at
15 correct numbers.

16 For the record, I did not state that the
17 sixth -- the fifth bullet point was not
18 present, that's not my assertion in this case.
19 I'm saying that the information required by the
20 fifth bullet point is in the equity proposal.
21 I'm not admitting at all that the six
22 requirements are not met by the equity
23 proposal.

24 As to the math and 99.99005 as to the
25 99.99, I don't know what to say about that. To

1 the extent that I had a \$3 rounding error, I
2 would ask -- I would suggest that's not
3 material. What's being tested here of course
4 is whether there are sufficient financing
5 sources to cover all the uses in the
6 development cost pro forma, that's the purpose
7 of this entire drill.

8 We are not within \$3 of not having enough
9 money to fund this transaction in the Tumblin
10 Creek, we are oversourced by hundreds of
11 thousands of dollars. We will freely admit
12 that the equity proposal could perhaps be three
13 dollars less if that satisfies your desires,
14 Your Honor.

15 THE HEARING OFFICER: Anything from you?

16 MR. MEFFERT: Just again, if the rule is
17 to have any meaning, it has to be applied, and
18 the rule speaks to computation errors which
19 arguably omitting a piece of computation is
20 just such an error. And Mr. Cohen said the
21 whole point of changing to this process and
22 allowing for waiver of minor irregularities was
23 to avoid exactly this sort of situation. So
24 here we are. I would submit to you that the
25 rule does apply here and the waiver was proper

1 and accepting this equity proposal was proper,
2 and all the same arguments I think will apply
3 to Arbours at Central Parkway.

4 MR. COHEN: Your Honor, in -- and I know
5 we're approaching the lunch hour -- not all
6 parties arguing against Tumblin Greek or
7 arguing against Central Parkway. The issue is
8 identical in Central Parkway, literally
9 identical.

10 I've made my arguments in the materials
11 that I passed around to you in item 6 on the
12 second page. I don't want to flap my gums
13 making the same argument over again on Central
14 Parkway. I don't think it's necessary. The
15 arguments are identical, Your Honor. If
16 petitioners want to go ahead and make the
17 argument again on Central Parkway obviously
18 they're free to do so. I would propose that we
19 just adopt these arguments for Central Parkway.

20 THE HEARING OFFICER: Who all challenged
21 Central Parkway? You did.

22 MR. DONALDSON: Frenchtown did and I think
23 JPM did, and I have no problem with what
24 Mr. Cohen just offered and suggested.

25 THE HEARING OFFICER: Great.

1 MR. DONALDSON: Judicial economy. There
2 was a site control issue for Tumblin Creek in
3 addition to the equity commitment letter. That
4 was raised by JPM Westbrook.

5 MR. MEFFERT: Judge, could I ask for a
6 five-minute break.

7 (Brief recess.)

8 THE HEARING OFFICER: There's been some
9 discussion about trying to power through rather
10 than take a lunch break, and they seem to think
11 they can do it in the next hour or two so.

12 MR. MEFFERT: Okay. Swell.

13 THE HEARING OFFICER: So we're back then
14 and we're discussing Arbours at Central
15 Parkway, issue number 2.

16 MR. COHEN: One item on Arbours --
17 actually it's Arbours at Tumblin Creek --

18 THE HEARING OFFICER: Yeah.

19 MR. COHEN: -- issue 2. But as to issue 1
20 I would like to move into evidence those
21 materials as my -- as intervenor's exhibit I
22 guess. Move the stuff I distributed around to
23 everybody.

24 MS. WALKER: We would object, this is
25 argument not evidence, Your Honor.

1 MR. SELLERS: Plus the math didn't work.

2 MS. WALKER: I mean, this is basically
3 what would be a proposed recommended order,
4 it's not evidence, there's no witness to back
5 this up, it's argument

6 MR. SELLERS: And we would disagree with
7 the math, it doesn't work.

8 THE HEARING OFFICER: I like -- I think
9 that's right. So I'm not going to admit this
10 as an exhibit, but it's certainly here in front
11 of me.

12 MR. SELLERS: Thank you, Your Honor.

13 MR. COHEN: For demonstrative purposes.

14 THE HEARING OFFICER: For demonstrative
15 purposes, yes, exactly. So I'm sorry. So
16 issue number 2 was back on Tumblin Creek.

17 MR. COHEN: It is.

18 THE HEARING OFFICER: So Central Parkway
19 had only the single issue.

20 MR. DONALDSON: We've done away with
21 Central Parkway by adopting all the arguments.

22 THE HEARING OFFICER: Right.

23 MR. MENTON: There is a separate issue on
24 Arbours at Central Parkway that relates to the
25 Hammock Crossing withdrawal, but I think we

1 addressed that.

2 MR. COHEN: There's a ranking issue but it
3 doesn't go to the bona fides of the Central
4 Parkway at all.

5 THE HEARING OFFICER: So --

6 MR. DONALDSON: Judge, the second issue
7 with Arbours of Tumblin Creek, if you go to
8 Joint Exhibit 10 -- and I'll try to be very,
9 very brief here. And actually on Exhibit 10
10 there is an attachment 3 and there's an
11 attachment 8. Why was the attachment 3 added?

12 MR. COHEN: To show common ownership.

13 MR. DONALDSON: Got you. I'm going to be
14 focusing in on attachment 8, judge. And one of
15 the things you understand is an applicant is
16 supposed to demonstrate site control and there
17 are several mechanisms to do it, but one is
18 contract for purchase or sale or the
19 equivalent.

20 Here applicant turned in several documents
21 including assignments and addendums to a
22 purchase and sale agreement, and without going
23 into a lot of detail, I can't hardly see half
24 the writing in that so I'm not going to read it
25 to you, but if you go 10 pages into that

1 document, and it's going to be page 3 of the
2 addendum, and if yours is double sided you
3 might go too far.

4 THE HEARING OFFICER: Page 3 of addendum.

5 MR. DONALDSON: It says 3 at the bottom,
6 Your Honor.

7 MR. MEFFERT: Just before the signature
8 page.

9 THE HEARING OFFICER: Right, I got it.

10 MR. DONALDSON: The issue that we're
11 raising here deals with paragraph 16, and
12 specifically what that sentence says is this
13 contract is not assignable by the buyer without
14 seller's written approval which approval shall
15 not be unreasonably withheld or denied,
16 however, this contract may be assigned to an
17 entity owned or controlled by the same
18 principals as buyer.

19 The argument here, and there was an
20 assignment actually done, and I think that is
21 the first page of attachment 8.

22 THE HEARING OFFICER: Uh-huh, I have it.

23 MR. DONALDSON: That's the assignment of
24 the contract for sale and purchase. And if
25 you'll notice the *signatores* do not include the

1 seller's written approval. It is just the
2 buyers or associated affiliated entities of the
3 buyer.

4 Now, the issue here is pretty
5 straightforward. The argument is the seller
6 needed to give written approval there. There's
7 two conditions there, the first condition is
8 the seller can actually deny or can't
9 unreasonably withhold or deny an assignment.
10 But if it's to one of the associate affiliates
11 the seller can't deny that. And that's the
12 argument: the seller has to give written
13 approval under any circumstance for assignment
14 of purchase and sale contract and that we say
15 is not here, and that means this is not a
16 qualified contract for purchase and sale. The
17 site control documents should not have been
18 accepted by Florida Housing and it was clearly
19 erroneous to accept it. That's the issue in a
20 nutshell.

21 THE HEARING OFFICER: Are you -- and I'm
22 sure you'll get to this, but the -- was the
23 contract assigned to an entity owner controlled
24 by the same principals as the buyer?

25 MR. DONALDSON: I think the answer to that

1 is yes, by the signatures that you see at the
2 bottom.

3 THE HEARING OFFICER: So your argument
4 again, it's sort of a grammatical one.

5 MR. DONALDSON: It is. If the seller --

6 THE HEARING OFFICER: The however, does
7 that mean if the contract is assigned, you
8 still have to have the seller's permission?

9 MR. DONALDSON: Yes, the seller just can't
10 deny an assignment to an affiliated entity.

11 THE HEARING OFFICER: As opposed to the
12 other way to read it which might be the however
13 means all of it before it is not correct, if
14 you don't have --

15 MR. DONALDSON: That's another way to read
16 it. We don't think that's the correct way to
17 do it.

18 THE HEARING OFFICER: Just want to be
19 clear.

20 MR. MEFFERT: Judge, for attachment 3, the
21 first part of this exhibit, you'll see the
22 identity of owners there. You'll see
23 Mr. Summerall and Mr. Johnson, both listed as
24 principals in both entities that are on the
25 assignment. However, is generally a

1 disjunctive, usually read to mean a different
2 condition follows, and that's the way Florida
3 Housing read it, and I think we'll provide you
4 with case law in our proposed recommended order
5 that demonstrates that where there are two
6 reasonable interpretations, the agency can't be
7 faulted for taking one of those even though
8 others may disagree.

9 MR. COHEN: Your Honor, I was an
10 accounting major in college, not an English
11 major so I'm highly impressed Mr. Meffert's use
12 of the word "disjunctive" there, because I
13 still don't know what it means. But what
14 Your Honor had mentioned as to the alternative
15 interpretation of the word "however" is our
16 interpretation as well, indicates what comes
17 before, and allows an assignment without
18 consent of the seller.

19 I've probably done 500 of these and this
20 is the way I draft them in order for there not
21 to be a requirement of seller consent. This is
22 not my handiwork here but this is very routine
23 in how you do these things. I think very -- I
24 don't think it's a close call, Your Honor. I
25 think it's clear that seller consent is not

1 required here and they went ahead and validly
2 assigned the contract and that's all there is
3 to it. And I think clearly that FHFC's
4 position in honoring the assignment cannot
5 under any review be deemed clearly erroneous or
6 arbitrary and capricious.

7 THE HEARING OFFICER: Any last words?

8 MR. DONALDSON: No more to add.

9 THE HEARING OFFICER: Which would you like
10 to do next? Frenchtown.

11 MR. DONALDSON: I'll do Frenchtown. I
12 think Frenchtown is pretty straightforward too,
13 judge. Now, Frenchtown is an application that
14 was deemed ineligible, and the specific reason
15 for being found ineligible was failure to give
16 the principals, or disclose the principals of
17 the codeveloper. And I think if you look at
18 Joint Exhibit 7, I could walk you through the
19 documents that Frenchtown submitted.

20 Now, if I'm looking at the correct
21 document, if you go to the last page of the
22 exhibit, it should be page 2 of 15 of the
23 application.

24 THE HEARING OFFICER: I'm looking at
25 Exhibit 7, right?

1 MR. SELLERS: I don't believe that's
2 Exhibit 7.

3 MR. DONALDSON: It should be two sheets
4 from the application, pages 1 and 2 of 15 from
5 the application, and then attachment 3 --

6 THE HEARING OFFICER: I have that, I have
7 attachment 3.

8 MS. WALKER: Okay. These are just in a
9 different order I think.

10 THE HEARING OFFICER: Attachment 4.

11 MR. SELLERS: It might be the first two
12 pages.

13 MS. WALKER: The first two pages.

14 MR. DONALDSON: Yeah, the first two are
15 not -- don't have any kind of a cover page --

16 MR. SELLERS: Is there a second one --

17 MR. DONALDSON: Page 1 of 15 is obviously
18 the first page of the application for
19 Frenchtown Square, L.L.C., and you'll see the
20 applicant is named there. On page 2 of 15 at
21 3A the application requires the -- indicates
22 the applicant must state the name of each
23 developer including all codevelopers.

24 And what Frenchtown did there, and there
25 may be some argument about whether this is

1 appropriate, is they listed three entities,
2 Frenchtown Square Developer, L.L.C., Big Bend
3 Community Development Corporation, and RUDG,
4 L.L.C. The specific reason given by Florida
5 Housing for this application being eligible is
6 the principals for RUDG, L.L.C., were not
7 limited. In other words, the principals for a
8 codeveloper were not provided.

9 And this kind of goes hand in hand with
10 some of the issues and some of the arguments
11 that have been made and statements have been
12 made earlier about being able to glean
13 information from the totality of the
14 application. The fact of the matter is, Judge
15 McGuire, what Frenchtown did there was they
16 were listing their developer as well as the
17 principals of the developer. In other words,
18 there aren't any codevelopers.

19 Now, did they provide too much information
20 in 3A, obviously, yes, and I can't argue that
21 they didn't. But there are no codevelopers for
22 the Frenchtown application.

23 Now, if you'll look in your Exhibit 7,
24 there will be a cover page in that exhibit --
25 and I don't know what page it is on yours but

1 it will have Related Urban at the top of it.

2 THE HEARING OFFICER: This is in Exhibit 7
3 still.

4 MR. DONALDSON: It was supposed to be the
5 cover page for the attachments.

6 THE HEARING OFFICER: I don't think so.

7 MR. DONALDSON: It comes from the
8 application.

9 MR. MEFFERT: Okay.

10 MR. DONALDSON: This was the cover page to
11 the attachments to the RFA application
12 response. And if you look at that cover, what
13 you'll see is you have an applicant, and then
14 you have a developer. You don't have any
15 mention of a codeveloper. So if there's any
16 confusion about who the developer and who the
17 applicant was, there's maybe the first place
18 Florida Housing could have looked in looking at
19 the totality of the application.

20 Now, I think what also is in the --

21 THE HEARING OFFICER: Mr. Donaldson, is
22 this meant to be part of Joint Exhibit 7?

23 MR. DONALDSON: Yes, I thought it was part
24 of Joint Exhibit 7. It was intended to be.
25 But if you want to make it a separate exhibit,

1 I will offer it as a separate exhibit,
2 Frenchtown Exhibit 1.

3 THE HEARING OFFICER: I don't care --

4 MR. MEFFERT: The one we have is
5 arranged -- starts with the application, do you
6 want to make it the first --

7 MR. DONALDSON: That's fine.

8 MR. MEFFERT: -- first page of Exhibit 7.

9 THE HEARING OFFICER: Okay. Any objection
10 to this? It's stipulated. Okay. Do you want
11 to have this to make copies or... Okay.

12 MR. DONALDSON: Now, also, judge, you do
13 have in your joint exhibit, you have attachment
14 3 and attachment 4. At attachment 3,
15 Frenchtown Square, L.L.C., which is the
16 applicant, and you have all the principals of
17 the applicant including Big Bend Community
18 Development Corporation, and RUDG, L.L.C., and
19 that's the makeup of the applicant entity.

20 And some of the principals of the
21 developer --

22 THE HEARING OFFICER: I'm sorry, excuse
23 me. Is Frenchtown Square Developer, L.L.C.,
24 the same as Frenchtown Square, L.L.C.?

25 MR. DONALDSON: No. Frenchtown Square,

1 L.L.C., is the applicant.

2 Then if you go to the next page you will
3 see the same information given for the
4 developer, which is Frenchtown Square
5 Developer, L.L.C., and the principals name
6 there. Specifically you have RUDG, L.L.C., as
7 the managing member, of Frenchtown Square
8 Developer, L.L.C. The same RUDG, L.L.C.,
9 that's listed at 3A. No mention of any
10 codevelopers. And that's all information that
11 was provided because there is no codeveloper.

12 Now, also at attachment 4 -- and I think
13 if you go a couple of pages into that
14 attachment -- you will see prior general
15 development experience chart. One of the other
16 requirements that the RFA calls for is the
17 applicants to provide the experience of the
18 developer. And here what you have at
19 attachment 4 is you have the name of the
20 principal with the required appearance. So the
21 principal of the developer and it is cited
22 RUDG, L.L.C. Then you have the name of the
23 developer entity on the next line which says
24 the developer entity, Frenchtown Square
25 Developer, L.L.C. No mention of any

1 codevelopers because there are no
2 codevelopers.

3 So, judge, well, perhaps it was not the
4 best idea to list -- thank you -- to list 3A,
5 the three entities listed, which includes the
6 developer and the principals. It is clear
7 within the four corners the application and
8 other information provided that there is only
9 one developer here and there are two principals
10 of that developer which are listed.

11 So there weren't any codevelopers to list
12 principals for. RUDG is not a codeveloper.
13 That's the fact. That's just simply the way
14 that it and I think the information that was
15 provided in the RFA response confirms that. So
16 we think that it was erroneous for Florida
17 Housing to conclude otherwise.

18 THE HEARING OFFICER: Thank you.

19 MS. WALKER: I guess I'll respond because
20 we are supporting Florida Housing's position on
21 this that Frenchtown should have been
22 disqualified. Mr. Donaldson suggests that RUDG
23 is not a developer but yet it was Frenchtown
24 that identified RUDG as the developer and it's
25 right there in Exhibit 7 under paragraph 3 of

1 the application form, developer information, it
2 asked applicant to state the name of each
3 developer and there stated as a developer is
4 RUDG, L.L.C.

5 That's not the only place where Frenchtown
6 treated RUDG as the developer. And, again, go
7 to the binder. At the very back are the
8 excerpts of the exhibits relating to this
9 argument. But if you look behind under
10 Frenchtown the first tab which is page 5 of the
11 RFA, you'll see that it requires under
12 paragraph 3 of the application form for the
13 applicant to state the name of each developer
14 and each codeveloper and that's where
15 Frenchtown stated RUDG was a codeveloper.

16 And then it also states that for each
17 developer entity at attachment 4 the applicant
18 was to submit evidence from the Florida
19 Department of State Division of Corporations.
20 If you look behind, there's a tab here that
21 says attachment 4, Frenchtown application. It
22 is part of Stipulated Exhibit 7. You'll see
23 there that Frenchtown submitted a certificate
24 from the Secretary of State for RUDG. That
25 information was only required to be submitted

1 for developer entities, so there Frenchtown
2 treated RUDG as a developer entity also.

3 But yet it's clear that Frenchtown did not
4 disclose the principals as required for
5 developer entities per the RFA as well as
6 Florida Housing's rule. And if you look,
7 there's a tab for RFA pages 66 through 68 --
8 actually pages 66 and 68. You'll see on page
9 66 of the RFA, it says that the applicant is
10 required to identify the principals for the
11 applicant for each developer and it references
12 the definition of principals in rule
13 67-48.002.

14 And then on page 68 of the RFA it has the
15 type of information that has to be disclosed
16 for principals of developer if developer is an
17 L.L.C., which RUDG is identified as. So to
18 identify the principals of a developer that's
19 an L.L.C., you have to identify all managers
20 and members; and then if the managers or
21 members are L.L.C.'s themselves, then you have
22 to identify their managers or members.

23 And that's where Frenchtown fell short.
24 Because if you look at attachment 3 they only
25 identified the first level for RUDG, they

1 identified the manager and member of RUDG, but
2 they did not identify the managers and members
3 of the manager and member of RUDG. And that is
4 also supported by definition of principal which
5 is in the binder. There's a copy of 67-48.002,
6 and it is subsection 89, has the definition of
7 principal.

8 And if you look there, it says under
9 subsection C you have to disclose a manager or
10 member of any manager or member of a
11 developer. And again that's where Frenchtown
12 fell short. We believe that Florida Housing
13 complied with the RFA and their rule and that
14 their decision should be upheld.

15 MR. MEFFERT: Again, just to echo that,
16 the requirement was first in the application
17 and to start with the application everything
18 else follows in trains. In the application you
19 tell us who your developers are, and they gave
20 us three of them. To confirm that they gave us
21 certificates of status from the Department of
22 State for each of those three, including RUDG,
23 L.L.C.

24 That put us in the posture of saying,
25 okay, this is their statement, the rest of this

1 stuff supports what they said in the
2 application. So when you get to the second
3 page of Exhibit 3 -- or attachment 3 there
4 should be another level of detail given there,
5 it should be principals of the manager and
6 member of RUDG, L.L.C.

7 Had that information been available
8 somewhere else in this application packet, we
9 would have done as we done with Paradise, with
10 Central Parkway at Tumblin Creek and derived
11 the information from another part of
12 application. This didn't appear anywhere else
13 in the application. And for that reason, even
14 though there seems to be a little bit of
15 contradiction, Florida Housing determined that
16 this didn't meet the requirements for the
17 disclosure of the developer.

18 As far as the developer chart goes, it's
19 typical to only list one, you only need one.
20 You don't have to list the experience of all of
21 your developers. So that didn't weigh into the
22 decision for that reason. I think we properly
23 excluded this application for the reasons
24 stated.

25 THE HEARING OFFICER: Okay.

1 MR. DONALDSON: I apologize to everybody.
2 I forgot -- I was going to try and introduce
3 Elizabeth Thorpe, her sheets, as it relates to
4 the minor irregularities, just a composite
5 exhibit, and in this composite exhibit it
6 actually has -- it has the name of the projects
7 that she found minor irregulars for and it has
8 Exhibits 3 and 4 that she reviewed to resolve
9 minor irregularities.

10 Judge, I would offer these simply for the
11 purpose of showing that Florida Housing did
12 basically do what Mr. Meffert just said, they
13 did, as it relates to principal issues go
14 outside of the documents and looked at the
15 totality of the application to resolve minor
16 irregularity issues and this is the scorers'
17 notes that actually did that exercise. And you
18 will see about -- four pages in you will see
19 the deals that she actually saw at issue, they
20 were minor irregularities, and what the
21 irregularity was. Actually it's the next
22 page.

23 THE HEARING OFFICER: Not this page here
24 that has Frenchtown Square listed on it.

25 MS. WALKER: The fourth page would be the

1 project that was disqualified.

2 MR. DONALDSON: Right. If it's Frenchtown
3 Square, those were disqualified. The next page
4 lists the minor irregularities.

5 THE HEARING OFFICER: Oh, I see.

6 MR. DONALDSON: And for each of those
7 projects listed there you will see attached
8 copies of Exhibits 3 and 4 which is the
9 documentation she would have looked at to
10 resolve the minor irregularity.

11 And, again, we would argue that the same
12 should have been done here as to minor
13 irregularities, assuming that there was a minor
14 irregularity as to codeveloper shouldn't -- was
15 or wasn't -- again, just in closing, RUDG is
16 not a codeveloper and I think that's apparent
17 from the four corners of the application.

18 MS. WALKER: If I could respond to that.
19 We would disagree that is apparent from the
20 four corners of the application considering
21 that Frenchtown identified -- specifically
22 identified RUDG as a codeveloper and submitted
23 information for RUDG that was only required of
24 developer entities.

25 THE HEARING OFFICER: The five examples or

1 five applications are listed on this proposed
2 exhibit here that have minor irregularity
3 issues, all of them were resolved by matching
4 names of principals through the developer at
5 Exhibit 3 --

6 MR. DONALDSON: Yes.

7 THE HEARING OFFICER: -- right? So are
8 you suggesting that somehow they -- the
9 corporation should have -- should have done
10 what, should have found the information that it
11 needed somewhere on attachment 3?

12 MR. DONALDSON: I think what you have --
13 and I think Mr. Meffert correctly pointed out,
14 maybe there was some contradictory information
15 provided. What Florida Housing did here was
16 basically -- because you listed three
17 entities -- and, again, it was the intent of
18 the applicant to list the developer as the
19 principals at 3A. You'll find at 3A nobody is
20 identified as a developer, nobody is identified
21 as a codeveloper. They just provided too much
22 information, frankly, and that's what started
23 the whole ball rolling.

24 But if you look at attachment 3 and
25 attachment 4, and the coverage of the

1 attachments, you'll see that the applicant is
2 clearly designating that there's only one
3 developer, and the Frenchtown Square Developer,
4 L.L.C., and not RUDG, L.L.C., indicated as a
5 codeveloper. And so what this document -- I
6 guess it was Frenchtown Number 1 -- just shows
7 the process that Florida Housing went through
8 to resolve minor irregularities as it related
9 to the principal issue. And we think, we would
10 argue that they should have done that here,
11 based on what appears to be conflicting
12 information.

13 I would also point out that the minor
14 irregularities they resolved were actually
15 where information wasn't included in an
16 attachment, and they went back and forth. So
17 there you didn't have enough information and
18 they were able to glean I guess the intent of
19 the applicant; whereas, here there was too much
20 information provided and we think they should
21 be able to glean the intent of the applicant by
22 the documents that were provided. There was no
23 mention of RUDG, L.L.C., as a codeveloper
24 except for 3A arguably. The reason for that is
25 RUDG, L.L.C., is not a codeveloper.

1 THE HEARING OFFICER: Okay. Do you have
2 any objection to this coming in as an exhibit?

3 MR. MEFFERT: No.

4 THE HEARING OFFICER: I'm not sure what it
5 proves exactly, but it's Exhibit 1, Frenchtown,
6 right?

7 MR. DONALDSON: Frenchtown 1

8 (Frenchtown Exhibit 1 marked for
9 identification and received into evidence.)

10 THE HEARING OFFICER: Were there any other
11 issues with Frenchtown?

12 MR. DONALDSON: Other than Frenchtown
13 challenged both the Arbours deals I think and
14 we already kind of dealt with that.

15 THE HEARING OFFICER: Okay.

16 MR. MEFFERT: Palm Village or Summerset.

17 MR. DONALDSON: Do you want to do Palm
18 Village, it's a relatively quick one?

19 MR. MEFFERT: Sure.

20 THE HEARING OFFICER: Yes. Now, that's
21 what I called OCDC, right, Palm Village?

22 MR. DONALDSON: Yes. Judge, this -- Palm
23 Village is another application found ineligible
24 and you now have an education about equity
25 commitment, equity proposals, which that's

1 what -- that's what the issue was here.
2 Specifically Florida Housing found that Palm
3 Village based on its equity proposal had a
4 funding shortfall and at attachment 13 you can
5 see that equity proposal from SunTrust.

6 THE HEARING OFFICER: Okay.

7 MR. DONALDSON: Now, the scorers' notes
8 indicated that the funding shortfall deals with
9 equity to be paid prior to construction
10 completion which is one of the six items listed
11 in the RFA that we talked about earlier. Now,
12 I will point out at the outset that this
13 particular letter from SunTrust satisfied all
14 the six bullet points. We're not talking about
15 Florida Housing calculating or anything like
16 that. Everything was in the document itself,
17 all six bullet points were addressed.

18 The issue, judge, if you go to page 2 of
19 the letter deals with -- at the bottom you'll
20 see STCC pay-in schedule and you'll see capital
21 contribution number 1, and you'll see 30
22 percent, and you'll see an amount; and then
23 you'll see capital contribution number 2, 25
24 percent, and then an estimated amount. And
25 then under that paragraph you'll see in bold

1 the proposed amount of equity to be paid prior
2 to construction completion is and you see that
3 amount there, \$2,127,118.

4 Now, that number is paragraph 1, capital
5 contribution 1, and capital contribution 2
6 added together to get that number. So within
7 the four corners of the equity proposal there
8 is an affirmative statement in bold as to what
9 the proposed amount of equity to be paid prior
10 to construction completion is. And if that
11 number were to be used, and I think Ms. Grubbs
12 testified to this, then there would be no
13 funding shortfall.

14 Now, the problem that Florida Housing had
15 is with capital contribution number 2, that
16 subparagraph 1, subparagraph 2 meant that money
17 was not going to be paid prior to construction
18 completion. So to make a long story short,
19 according to Florida Housing, there was a
20 conflict in the provisions of the equity
21 proposal, and Florida Housing concluded that
22 because of that conflict, the \$966,872 could
23 not be used as a contribution, and that led to
24 the funding shortfall.

25 And our argument is pretty simple, judge:

1 you got affirmative statement in the equity
2 commitment letter that says what the proposed
3 amount of equity to be paid prior to
4 construction completion is, had that number
5 been used, then there would be no funding
6 shortfall. So in essence what Florida Housing
7 has done is they -- I don't even know if they
8 reconciled two provisions of the contract. But
9 they've decided that the contract basically
10 they're ignoring the provision that says what
11 the proposed amount of equity to be paid prior
12 to construction completion is.

13 I actually have the cost pro forma for the
14 Palm Village application as well that will
15 corroborate the \$2-million number, it was
16 included in the cost pro forma that's what the
17 intent of the parties was.

18 THE HEARING OFFICER: The cost pro forma
19 is filled out by who, the applicant?

20 MR. DONALDSON: Yes.

21 THE HEARING OFFICER: So I don't get to
22 see one?

23 MR. DONALDSON: Oh, why do you need one?

24 THE HEARING OFFICER: I don't know yet.

25 MR. DONALDSON: If you look at page 14 of

1 15 of that cost pro forma, you will see at B,
2 sources, the first line is the equity to be
3 paid -- it gives the equity to be paid prior to
4 construction which is the 2,127,118 which is,
5 you see, it's attachment 13. That's the number
6 that comes from the equity commitment letter,
7 and that's the number that's to be paid prior
8 to construction closing. So we think --
9 construction completion, I'm sorry.

10 So we think that this equity proposal met
11 all six criteria of the RFA and we think it was
12 erroneous to basically ignore a provision in
13 the contract to the negative. Those two
14 provisions we argue -- will argue to you in our
15 PROs, obviously, if we were to use canons of
16 construction here where it is possible to
17 review a contract, which is in essence what
18 this is, to make sense, that's what you're
19 supposed -- that's what a circuit court is
20 supposed to do and that's what I think --
21 that's what the standard would be here.

22 I can definitely read a bolded
23 statement -- and I think maybe the issue was
24 here is this applicant actually understood --
25 that maybe there was some confusion in the

1 letter, which is why that provision -- which is
2 the only bolded provision in the letter itself
3 was put in, to make it clear to Florida Housing
4 what the amount of equity to be paid prior to
5 construction completion was going to be.

6 Now, the other problem with the 966,000,
7 just excluding it completely is even if you
8 look at some of the provisions in there,
9 certificates of occupancy, final certificates
10 of occupancy, well, this is a garden style
11 apartment so it doesn't necessarily follow that
12 the development has to be complete before you
13 get certificates of occupancy. You can get
14 them by the dwelling unit.

15 So that's kind of the problem with
16 eliminating that completely saying and
17 concluding that it will occur after
18 construction completion. So at the end of the
19 day we think that it was -- we think that all
20 the information that is necessary for this
21 equity proposal is in it, including amount of
22 equity to be paid prior to construction
23 completion. And I would move into evidence now
24 the cost pro forma for the Palm Village
25 application as well.

1 MR. MEFFERT: No objection.

2 MR. VARN: No objection.

3 THE HEARING OFFICER: This is Palm Village
4 1.

5 (Palm Village Exhibit 1 marked for
6 identification and received into evidence.)

7 THE HEARING OFFICER: I'm sure that
8 someone will bring this up, but how do you -- I
9 mean, I understand the certificates of
10 occupancy could be somewhat ambiguous. How do
11 you reconcile that the certification -- the
12 project was completed, an acknowledgement by
13 the lender of completion of the project with
14 the next sentence saying it will be paid prior
15 to completion?

16 MR. DONALDSON: Inartfully worded language
17 in the contract which is why the next provision
18 was put in there, to make it clear how much
19 money was to be paid prior to construction
20 completion. Should it have been *in limine* of
21 capital contribution number 2, I suppose
22 there's a good argument, if it was, we wouldn't
23 be here. But we are here and there is an
24 affirmative statement that the proposed amount
25 of equity prepaid prior to construction in the

1 amount of \$2,127,118.

2 THE HEARING OFFICER: Who wants to go
3 next?

4 MR. VARN: I would love to take a stab at
5 this one. As artful as that explanation was I
6 think the term conflict is at best incorrect.
7 I think the problem here is -- as best I could
8 put it is that the SunTrust certainly did not
9 understand what prior to construction
10 completion means as defined in the RFA.

11 It is very clear what it means and that is
12 prior to certificates of occupancy,
13 notwithstanding subsections 2 and 3 which also
14 refer to the project completion, which I think
15 a plain reading of prior to project completion
16 would mean prior to project completion, the
17 agency went so far as to define the term and
18 lay out that it is prior to receipt of final
19 certificates of occupancy. So I don't know how
20 you can get anywhere but that the agency acted
21 properly here.

22 The fact that SunTrust made a general
23 statement that the proposed amount of equity be
24 paid to prior construction completion is an
25 amount, it's simply irrelevant if they don't

1 understand what that term is defined as. And
2 it is clear that they did not understand that
3 when I read capital contribution number 2.

4 I understand Mr. Donaldson's position, and
5 I think he did an excellent job of trying to
6 explain it, but there's no getting around the
7 clear language in the document and it does not
8 comply with the RFA terms as to what is prior
9 to project completion.

10 MR. MEFFERT: Well, the pro forma says
11 prior to construction we'll get \$2,127,118, and
12 that's the applicant's view, but the lender
13 says very clearly, we're not going to give you
14 \$966,872 of it until you have a final
15 certificate of occupancy on all units, you have
16 certification by our construction inspector
17 that the project was completed in accordance
18 with the plans and the specs and
19 acknowledgement by the lender of completion of
20 the project.

21 So not only does SunTrust have to
22 acknowledge, here the ultimate lender also has
23 to acknowledge it, and as Mr. Varn pointed out,
24 it has to be the project construction
25 completion in the RFA. I don't think there's

1 any reasonable way that the scorer could have
2 read this to say that the 966,872 would be paid
3 at some point prior to the construction
4 completion.

5 THE HEARING OFFICER: Except that the next
6 sentence says that it will. So what does that
7 mean? Or is --

8 MR. MEFFERT: Well, here we have a direct
9 conflict in statements, and you're asking the
10 scorer to resolve that, to believe when the
11 letter says I'm not going to pay it until it's
12 complete, or I am going to pay it until it's
13 complete. That's one we can't resolve because
14 we don't know -- we have no way of knowing
15 which is correct.

16 MR. VARN: Your Honor, let me -- I mean, I
17 think it's very easy SunTrust made a statement
18 as to what they thought, apparently, was part
19 of construction completion. And even if they
20 think that after final COs are issued and after
21 the STCC construction was factored in, it was
22 reported after -- or it's prior to final
23 completion. It's irrelevant because the RFA
24 says that those aren't prior to completion.

25 So what they thought when they said

1 two-one-two-seven is irrelevant, when you look
2 at the underlying facts which are that it's
3 going to be after this, after this, after this
4 which conflicts with the RFA. So I don't think
5 the bold can in anyway control because we don't
6 understand what they meant by paid prior to the
7 construction completion. We do understand what
8 the RFA required as prior construction
9 completion, and when you read that with capital
10 2, they don't coincide. So I understand the
11 argument, I just -- it's just not there. I'm
12 sorry.

13 THE HEARING OFFICER: Any response?

14 MR. DONALDSON: Well, we're talking about
15 what was the intent of SunTrust. I think the
16 document reflects what the intent of SunTrust
17 was in bold. The proposed amount of equity to
18 be paid prior to construction completion is
19 \$2,127,118. We don't have to worry about what
20 the intent is, it says it right there in bold.
21 The only thing in the letter that's bolded.

22 Now, let's put in context what this is,
23 what do you do about that, how do you reconcile
24 this. Let's not forget that really where the
25 rubber is going to hit the road with these

1 letters, not now, it's in underwriting. I
2 mean, if you read the letter and you read the
3 opening paragraph, it's basically a promise to
4 work with you to get this deal funded.

5 So clearly when these parties signed this
6 document and put it together that was the
7 intent of the parties. Now, obviously, since
8 Florida Housing Finance Corporation is
9 referenced in the body of the letter, we must
10 have been talking about submitting a letter
11 that would respond to the RFA. So certainly
12 the intent of the parties was to not have a
13 funding shortfall, and that's why the language
14 in the letter was put in there.

15 If there's some issue that comes up in the
16 letter in terms of the numbers, I think we
17 would all agree that the numbers in these
18 letters change as it relates to the
19 underwriting process then that would be
20 addressed at underwriting. But for purposes of
21 what we're talking about now, is there an
22 affirmative statement in the letter that
23 indicates what the proposed amount of equity to
24 be paid prior to the construction completion
25 is, and there is, and that's the same number

1 that's put in the cost pro forma.

2 THE HEARING OFFICER: Thank you. Did --
3 JPM Westbrook, is it just at issue with things
4 that have already been discussed, is there
5 anything else in that one?

6 MR. DONALDSON: It was the Arbours deal,
7 one of the Arbours had two issues, it was Katie
8 Manor, I think we're done.

9 THE HEARING OFFICER: Okay. All right.
10 How would you like to go now, Summerset.

11 MR. MENTON: All right. Thank you,
12 Your Honor. This issue that we've raised as
13 part of our petition I think has also been
14 raised as I said earlier by Rosedale and by
15 Frenchtown as well, and it relates to the
16 ranking process and the withdrawal of one of
17 the applicants prior to the board meeting where
18 the preliminary allocations were decided.

19 I think the key documents for you for
20 purposes of the argument are going to Exhibits
21 3, 4, and 5. Exhibit 3 is the list of
22 recommendations that were approved by the board
23 at the meeting in December. And if you will
24 look at Exhibit 3, you will see that in the
25 median county application selected, the last

1 block there, one of the developments that is
2 selected is Pinnacle at Hammock Crossings, it's
3 applicant 2004-092C, it's the fifth one, I
4 think, listed there.

5 THE HEARING OFFICER: Okay.

6 MR. MENTON: So the -- what this document
7 is these were recommendations that were
8 developed by the scoring staff for purposes of
9 which development should be selected for
10 funding, and these were approved by the board
11 as required by the rules. It's the board that
12 has to actually make the selection. So there
13 were scores developed and ranking developed to
14 present to the board.

15 The board made the determination that
16 these are applicants currently selected for
17 funding as the RFA comes to you, and one of
18 them is Pinnacle at Hammock Crossings, and then
19 the last applicant is the Arbours at Central
20 Parkway, which is applicant 2004-089C. And
21 that if you look at the amount of housing
22 credit fundings for each of those, for Pinnacle
23 at Hammock Crossings it was \$1,075,000, and
24 then Arbours at Central Parkway it was
25 \$766,666. So that essentially was the amount

1 that was allocated based upon the preliminary
2 decisions by the board.

3 The second document that is important is
4 the sorting list which is Exhibit 4. And what
5 that sorting list is, Exhibit 4, again, was
6 presented to the board was the listing of the
7 applications based upon applying the criteria
8 that were in the RFA by order. So they applied
9 the -- it did not apply the county test or the
10 specialty test, which are not relevant to the
11 discussion that we're going have here today.

12 What they did is they took the scoring and
13 they took the other elements in the RFA that
14 provided a basis for listing applicants in
15 order of how they were to be funded and laid
16 them out. And you'll see on that list that my
17 client Summerset Apartments is listed on there
18 as, you know, somewhere down the line, they had
19 the 15th lottery number, which is the final
20 deciding factor for purposes of selection.

21 By contrast the Arbours at Central Parkway
22 lottery number was like 54. So they were
23 significantly lower within the ranking process
24 as it was set forth in the RFA.

25 So what happened here is that -- the next

1 Exhibit 5 will show that one of the applicants
2 that was listed here but prior to the board
3 approval is Pinnacle at Hammock Crossings at
4 2004-092. They notified Florida Housing before
5 the board meeting that took place where these
6 preliminary rankings were approved that they
7 were withdrawing their application. So they
8 alerted Florida Housing before these
9 preliminary ranking were done that they were
10 withdrawing.

11 And if you look at the relevant rule which
12 is 67-60.004(2) -- and I have a copy of it,
13 it's actually in the notebook that Ms. Walker's
14 already provided you, you'll see a copy of the
15 rule there -- that subsection 2 says, that "Any
16 Applicant may request in writing to withdraw
17 its Application at any time prior to a vote by
18 the Corporation's Board regarding any
19 Applications received." So this rule provision
20 that Florida Housing has adopted specifically
21 gives an applicant the right to withdraw its
22 application prior to the board voting on any of
23 the applications that are presented.

24 There's no provision in the rule that
25 requires the board to take any action with

1 respect to a withdraw, to accept it, reject it,
2 *et cetera*. It simply says that the applicant
3 can request withdraw prior to the time the
4 board takes action and that's what happened
5 here with Pinnacle, they withdrew their
6 application.

7 Notwithstanding the withdrawal of the
8 Pinnacle Hammock Creek -- Hammock Crossings
9 application, when the board met a day or two
10 after the withdrawal, they went ahead and
11 allocated \$1,075,000 in tax credits to Pinnacle
12 at Hammock Crossings.

13 And so the result of that -- well, there's
14 two things: number 1, there's no dispute in
15 this case that Pinnacle at Hammock Crossings
16 has no intention of accepting that allocation,
17 they provided notice, they have not rescinded
18 their notice of withdrawal, there's no basis
19 that Florida Housing could require them to go
20 forward with the tax credits that it allocated
21 to them at the meeting in December.

22 So the question is what happened to that
23 \$1,075,000 in tax credits that were allocated
24 to Pinnacle at Hammock Crossings. Our position
25 is that because the withdrawal occurred prior

1 to the corporation's board meeting on any of
2 the applications received, they're no longer
3 eligible for consideration, they're out of the
4 picture, and that any moneys that might be
5 associated with them if they were in the
6 rankings are part of the pool that needs to be
7 considered as you go through the sorting list,
8 which is Exhibit 3 or Exhibit 4 that we've
9 already talked about.

10 So when you do that, if you take out the
11 1,075,000 that was allocated to Pinnacle in the
12 board meeting, there is enough money in there
13 to fully fund the request by Summerset my
14 client, which was the rank ahead of the other
15 petitioners in this case. So we would have
16 been fully funded, we would have been on the --
17 should be on the list of those that meet the
18 requirements for funding as defined within the
19 RFA.

20 But what happened is at the board meeting,
21 the board -- and the transcript of the board
22 meeting is in here and you can see -- there was
23 not extensive discussion regarding it, the
24 board was notified that Pinnacle at Hammock
25 Crossings had withdrawn its application, but

1 there was no discussion about what the
2 implications were or how that might effect any
3 of the preliminary rankings. Instead the board
4 was just presented with the rankings from the
5 scoring committee and they were approved that
6 without taking out the allocation for Pinnacle
7 at Hammock Crossings.

8 So when they don't take out the \$1,075,000
9 of tax credits for Pinnacle at Hammock
10 Crossings, there is not enough money left over
11 to fully fund Summerset. So Summerset gets
12 past over and they don't get funded, and they
13 go down the list until they find an applicant
14 that can be fully funded, which in this case
15 was -- the next one that can be fully funded,
16 if you don't take out the million-seventy-five
17 for Pinnacle at Hammock Crossings they use
18 Arbours at Central Parkway.

19 So they, even though their lottery number,
20 even though they are listed much further down
21 in the rankings, you know, based upon the RFA
22 criteria, they were awarded funding in the
23 preliminary allocations. And so our position,
24 you know, in this matter is that, that's
25 incorrect, that's incorrect with the sorting

1 and ranking criteria that are within the RFA,
2 and that the Florida Housing has to follow that
3 sorting and ranking criteria, not award to a
4 withdrawn applicant and in that instance
5 Summerset would be fully funded.

6 So I think one of the issues that came up
7 at the board meeting is whether or not the
8 allocation for Pinnacle at Hammock Crossings
9 should be treated as a returned allocation, and
10 there is provision within the RFA itself for
11 returned allocations. It's behind the tab in
12 Ms. Walker's notebook, page 39 of the RFA in
13 section 8.

14 And that provision in the RFA says that
15 funding that becomes available...

16 THE HEARING OFFICER: There we go. Okay.

17 MR. MENTON: That provision says
18 funding -- this is paragraph 8 at the bottom of
19 page 39 and this is right from the RFA.
20 Funding that becomes available after the board
21 takes action on the committee's recommendations
22 due to the applicant declining its invitation
23 to enter credit underwriting, or the
24 applicant's inability to satisfy a requirement
25 outlined in this RFA or rules -- chapter 67-48

1 will be distributed in the following manner.

2 This provision by its own terms is only
3 utilized for funding that becomes available
4 after the board has taken action on
5 applications, and it's due to an applicant's
6 declining to enter the credit underwriting or
7 it's inability to satisfy certain other
8 requirements. This provision does not apply to
9 Pinnacle at Hammock Crossings. Pinnacle at
10 Hammock Crossings withdrew prior to the board
11 taking action, it did not withdraw due to a
12 declining to enter credit underwriting, and it
13 did not withdraw because of an inability to
14 satisfy a requirement in the RFA. It simply
15 withdrew.

16 So this provision is only specific
17 direction for -- it only specifically applies
18 to allegations that occurred after the board
19 action. So in the preliminary allocation
20 process our view is that Florida Housing is
21 required to follow the sorting and ranking
22 order which is reflected on Exhibit 4 and
23 follow that according to the lottery numbers
24 that were assigned.

25 If you don't do that, you know, if you

1 leave it up to the board to decide whether or
2 not they're going to accept a withdrawal or not
3 accept withdrawal, there's no standards,
4 there's no criteria, that would be an arbitrary
5 and capricious approach, it would best unbridle
6 discretion as to when a withdrawal is going to
7 be deemed effective and when it's not.

8 In this instance because there was no
9 standards or basis for the board, you know, to
10 do anything other than to accept the withdrawal
11 at the face, it needed to follow the sorting
12 and ranking process that was set forth in the
13 RFA and the failure to do so in our view is the
14 only reason why Summerset was not included
15 within funding range.

16 THE HEARING OFFICER: Okay. Do you want
17 add anything?

18 MS. WALKER: I will add briefly because I
19 think Mr. Menton pretty much covered it there.
20 The first would be that the rule -- and, again,
21 the rule is in the binder I provided -- doesn't
22 impose a timeline for withdrawal other than the
23 withdrawal has to be before the board takes
24 action, and that's what occurred here. The
25 withdrawal letter is dated December 11th, it

1 was either transmitted December 11th or
2 December the 12th. There's no doubt it was
3 transmitted before the board met. Clearly the
4 board knew of the withdrawal when it took
5 action.

6 It's important to also understand that had
7 Florida Housing wanted to create a deadline for
8 withdrawal, it could have done so and in fact
9 have done so in subsequent RFAs. And that's
10 what's behind tab 17, Stipulated Exhibit 17,
11 which is a more recent RFA, which is for the
12 sale RFAs and there --

13 MR. MEFFERT: I'm going to object as to
14 relevance on that. This is like arguing
15 subsequent remedial measures in a torts case.
16 You can't hold the board to a standard that
17 didn't exist at the time it took the action.

18 MS. WALKER: Well, our point, Your Honor,
19 would be that the board could have imposed a
20 deadline. If the board is saying that Hammock
21 Crossings' withdrawal was too late and
22 therefore it should be treated as something
23 other than a withdrawal --

24 THE HEARING OFFICER: Is the board saying
25 that?

1 MS. WALKER: I think the board is saying
2 that. I mean, I think -- not the board, I
3 think that Florida Housing is saying that.
4 Because they got it so close to the board
5 meeting, even though it was before the board
6 took action, they didn't treat it as a
7 withdrawal, they treated it as something else.

8 And so what Exhibit 17 shows is that
9 Florida Housing could very well have created
10 bid specifications that imposed a deadline for
11 withdrawals, and they've done that in other
12 RFAs, but they did not do that here. The only
13 time limitation was prior to board action which
14 is exactly what Hammock Crossings did.

15 THE HEARING OFFICER: Okay. I'm not sure
16 what -- please.

17 MR. MEFFERT: There is one word that has
18 been overlooked a lot in this discussion and
19 the rule says, an applicant may request in
20 writing to withdraw its application at any time
21 prior to a vote by the board's corporation --
22 corporation's board. It doesn't say you may
23 withdraw at any time.

24 And there are practical reasons for that.
25 If you look at Exhibit 5, the first page there,

1 demonstrates that this withdrawal letter was
2 transmitted December 12th, 2013, 10:53 a.m.
3 Eastern Standard Time to Mr. Reecy and
4 Steve Auger by Mr. Cohen.

5 If you look at the next exhibit, Exhibit
6 6, you'll see that the board meeting commenced
7 at 8:30 a.m., December 13th the next day in
8 Orlando. So at best you can say this was
9 transmitted when everybody was traveling. Now,
10 should the board have criteria and does it
11 later adopt, of course. That's fine. There's
12 no question of that.

13 Remember we're engaging in a new process,
14 a completely different process from what's gone
15 before. There was admittedly no specific
16 reference to how withdrawals would be handled
17 other than you might request one before the
18 board voted, and then there's information in
19 the RFA that deals with how funds are going to
20 be distributed following board action.

21 There's nothing to prohibit the board
22 doing as it did, to say we're not going to
23 consider this when it's not in front of us.
24 They were informed. There's no dispute that
25 they were informed of the withdrawal letter,

1 there's no dispute that the information was
2 given to them as how the funds would be dealt
3 with, essentially as returned funds. And that
4 is what the board acted on.

5 They're not compelled to act on anything
6 else other than the recommendation. The board
7 could have just as easily said no, we're not
8 going to do that, we're going to send it back
9 to be reranked, we're going to -- we're going
10 to accept the withdrawal letter, we're going to
11 fund it in a completely different manner, we're
12 going to -- it had those kinds of options. It
13 was not compelled to do anything other than it
14 did.

15 Now, that may not be everybody's favorite
16 idea, it may not be the best idea, but it is a
17 reasonable way to proceed given the facts of
18 this case. So I think you should find that the
19 board acted reasonably in this case in treating
20 Hammock Crossings as it did.

21 THE HEARING OFFICER: Thank you.

22 MR. MENTON: If I could just respond --

23 THE HEARING OFFICER: Okay.

24 MR. MENTON: -- briefly to a couple of
25 points. First of all, you said there was

1 nothing to pro -- Mr. Meffert said there was
2 nothing to prohibit the board from taking the
3 action that it did. I think what prohibits
4 them from taking the action is that they're
5 allocating credits to somebody who has already
6 affirmatively stated they don't want them. And
7 so I don't see how you can say that it's
8 reasonable to say we're going to allocate
9 credits to an applicant who is not going to use
10 them. That's inherently unreasonable.

11 Now, should there be a time frame, well,
12 maybe there should be, but there wasn't here.
13 And so the board cannot invent a time frame and
14 impose it and change the rules of the game for
15 all those who are participating because they
16 were traveling the day before. At the time
17 that they met, at the time that they were
18 taking action, there was a notice that this
19 applicant was not going forward.

20 It's not reasonable to award tax credits
21 to someone who's not going to use them. That
22 skews the process, that skews the ranking
23 process in a manner that none of the applicants
24 had knowledge of prior to the time that they
25 submitted their proposals. If there's supposed

1 to be a deadline to withdraw, then say that so
2 that everybody knows what's going to happen
3 going in.

4 Otherwise, it's left up to the whim and
5 caprice of whether or not are we going to
6 accept this one or are we not going to accept
7 that one. What are the standards upon which we
8 are going to allocate to somebody who says they
9 don't want them. There are no standards. And
10 so that I believe is the inherent problem that
11 we have here.

12 In terms of the provision in rule that
13 says you may request, I think I've already
14 addressed that in my earlier comments. There
15 is nothing in the rule that requires or allows
16 the board to take action with respect to an
17 applicant who has given notice that it's
18 withdrawing its application.

19 The provision in the rule simply
20 recognizes that you can't -- up to the time
21 that the board takes action withdraw your
22 application, provide notice to it. The board
23 doesn't have to accept it, the board has never
24 historically accepted it. In fact, one of the
25 things that we're going to ask you to take a

1 look at is the deposition of Mr. Reecy that was
2 taken prior to this proceeding.

3 And I think Mr. Reecy was not aware of any
4 instance in the history of Florida Housing
5 where a withdrawn applicant was presented to
6 the board for them to accept or reject. And it
7 wouldn't make sense to do that. There's no
8 basis for the board to reject an applicant
9 decision to withdraw its application.

10 So, again, our position is that the RFA
11 stated that the tax credits were going to be
12 allocated within the ranking formula or
13 methodology set forth in there which including
14 the lottery number. It's contrary to the RFA
15 specifications to rank an applicant who is not
16 going to accept that allocation because it
17 bypasses the lottery numbers and the process as
18 set forth in the RFA.

19 MS. WALKER: Just a few additional
20 points. First of all as you know this is a *de*
21 *novo* proceeding to determine the agency action
22 and we believe that based on rule and the facts
23 as stated in Mr. Reecy's deposition which are
24 undisputed, the new RFA provisions, the
25 appropriate agency action here is to treat the

1 Hammock Crossings application as withdrawn
2 which it was. Mr. Reecy's deposition will
3 state that what Florida Housing is proposing to
4 do is treat to the Hammock Crossings funding as
5 a returned allocation.

6 But if you look at page 39 of the RFA that
7 only applies if the funding has become
8 available after the board takes action based on
9 the application declining its invitation to
10 enter into credit underwriting or its inability
11 to satisfy an RFA requirement or a requirement
12 of rules. Mr. Reecy's deposition will state
13 that Hammock Crossing has never been invited to
14 put it into writing so it couldn't have
15 declined, and it hasn't -- there hasn't been a
16 determination that Hammock Crossings failed to
17 satisfy some requirement of the RFA or a rule,
18 and so that provision simply doesn't apply.

19 Plus in this case the funding relating to
20 Hammock Crossings hasn't become available after
21 the board takes action based on one of those
22 things. The funding became available because
23 Hammock Crossings withdrew its application on
24 December 11th before the board met.

25 As Mr. Menton pointed out Mr. Reecy's

1 statement when he was produced as a corporate
2 representative, where that as far as he knows
3 Florida Housing has never denied a request to
4 withdraw. And if you read the board's
5 transcript here, there wasn't a determination
6 made to reject the withdrawal by Hammock
7 Crossings, it was basically just to ignore it
8 more or less. And we think that's
9 inappropriate and here the funds were withdrawn
10 and they should be treated as that part of the
11 board taking action.

12 THE HEARING OFFICER: Can I ask a
13 question. Mr. Meffert, I dispose would be the
14 best one. What happens if I recommend and the
15 board agrees that their action was wrong,
16 what's the result of that? Now, there's extra
17 money available. Do you have to go in and
18 rerank? I don't know what happens with the
19 process.

20 MR. MEFFERT: That's a good question. I
21 would suppose -- we had a lot of discussion
22 amongst counsel in this one. If you recommend
23 to the board that their action was incorrect
24 given the rule in the RFA and they accept that,
25 then I assume what would happen is they would

1 rerank without Hammock Crossing in place. I'm
2 assuming that because I don't know.

3 MR. SELLERS: That would be our position
4 it would be, as Ms. Walker said, this is a 120
5 proceeding, the board's decision is simply
6 preliminary action. The purpose of the
7 proceeding is to determine what the decision
8 should be and that -- so that you make a
9 determination that certain -- like, for
10 example, certain applications are ineligible,
11 then rules governing how you rank things would
12 then be applied to those after that
13 determination.

14 On this issue if you determine that it was
15 properly withdrawn ahead of time, it shouldn't
16 have been -- this money shouldn't have been
17 allocated, it would be skipped over in our
18 view -- and I think, Steve, you probably share
19 this view -- in accordance with the RFA's
20 ranking order being applied to those particular
21 decisions.

22 THE HEARING OFFICER: Which means that
23 someone else gets money and someone else could
24 lose money conceivably depending on how we
25 rerank.

1 MR. MEFFERT: That's what happens in all
2 these proceedings.

3 THE HEARING OFFICER: Yeah. And tell me
4 what happens if the money is reallocated.

5 MR. MEFFERT: I don't know. The process
6 is a little more complex than I am able to
7 calculate especially in my head. And there are
8 a lot of variables here because there are so
9 many issues on the table. A lot can happen.
10 If you find for example the next issue that
11 Summerset's contract shouldn't have been
12 accepted, that changes that equation, there's
13 somebody else behind Summerset, it's kind of
14 like a Rubik's Cube. There you go.

15 MR. MENTON: Your question if I understand
16 it correctly if you're talking about money
17 being returned under page 39 of the RFA after
18 money is declined, underwriting, *et cetera*, I
19 don't think that you go back to the sorting
20 list at that point.

21 MR. MEFFERT: No. There's a specific
22 provision that deals whether it's in a medium
23 county or a small county --

24 THE HEARING OFFICER: It's applied
25 differently.

1 MR. MEFFERT: -- whether the county test
2 has been met, whether the funding test has been
3 met, and I can't remember which way this was --

4 THE HEARING OFFICER: It's allocated
5 differently.

6 MR. MEFFERT: The RFP -- the RFAs work
7 differently as to what happens with return
8 funds. The short answer is I don't know.

9 THE HEARING OFFICER: The provision
10 requires that it would be allocated differently
11 than if it were be treated as withdrawals.

12 MR. MENTON: You don't go back to the
13 sorting list.

14 THE HEARING OFFICER: Right. Are we
15 through with the Hammock Crossings?

16 MR. MEFFERT: I have nothing more.

17 THE HEARING OFFICER: Then --

18 MR. DONALDSON: Well, it comes --

19 MS. WALKER: I think I'm the petitioner.

20 MR. DONALDSON: Yeah, she's the petitioner
21 on Summerset because it was accepted.

22 MS. WALKER: As we discussed earlier that
23 the issue with respect to the Summerset
24 application is the site control issue and this
25 is -- there's a clear tab for Summerset here

1 and it's really just two tabs underneath that.
2 One is the relevant pages from the RFA --
3 relevant page from the RFA which says that the
4 applicant has to demonstrate site control and
5 what they have to do to demonstrate that.

6 In this case the Summerset attempted to
7 show site control by including a contract, that
8 in order for that contract to be evidence of
9 site control, it has to be an eligible contract
10 which per the terms of the RFA means that it
11 cannot expire before a date that is six months
12 after the application deadline. It's
13 undisputed the application deadline was October
14 17th, 2013, six months after the application
15 deadline would be April 17th, 2014.

16 Summerset submitted attachment 8 as its
17 site control documentation and that was the
18 only documentation submitted for site control,
19 attachment 8 is a real estate purchase
20 agreement, and then front of that was the
21 assignment and assumption of that real estate
22 purchase agreement. And here where the issue
23 really comes into play is on page 4 of the real
24 estate purchase agreement.

25 And on page 4 it states the closing date

1 is April 1st, 2013, and by the terms of RFA
2 that's not six months after the application
3 deadline. So what Florida Housing apparently
4 did when they saw this date is they decided
5 that was a typographical error and that they
6 were going to basically correct it and rewrite
7 that term of the contract.

8 If you look at page 10 of the contract, it
9 has a standard amendment provision that says
10 that the contract can only be amended or
11 modified in writing by the seller and the
12 purchaser. So only the seller and the
13 purchaser can amend the contract.

14 Florida Housing apparently is going to
15 rely on rule 67-60.008, right to waive minor
16 irregularities, and there is a provision in
17 that rule that says, "Mistakes clearly evident
18 to the Corporation on the face of the
19 Application, such as typographical errors, may
20 be corrected by the Corporation. . . ." We
21 submit that rule does not apply here and I'll
22 explain why.

23 First of all that rule talks about
24 mistakes that are evident to the corporation on
25 the face of the application. This is not a

1 typographical error in the application form.
2 This is an exhibit or attachment to the
3 application, but it's important to note it's a
4 legal document, it has legal significance.
5 It's not that just anybody can come in and
6 amend a contract term, in fact the document
7 itself that says the only people that can
8 change the terms of the real estate purchase
9 agreement are the seller and the purchaser. It
10 doesn't say Florida Housing or anybody else can
11 change those terms.

12 The other thing is it's not clearly
13 evident if there is a typographical error what
14 the correction should be. And the reason why
15 that is, is Florida Housing will say that the
16 April 1st, 2013 date doesn't make sense because
17 of the execution date of the real estate
18 purchase agreement, which wasn't till August
19 2013.

20 But Amy Garmon in her deposition said so
21 she just basically rewrote the provision of the
22 closing date to say April 1, 2014. There was
23 no evidence that was submitted in the
24 application that would say if April 1, 2013,
25 was in error, how that error is to be

1 corrected. There's nothing saying the year is
2 wrong, it's very possible, if something is
3 wrong with it, it could be the month, it could
4 be the day, and there's nothing indicating that
5 the date itself is wrong. And so she basically
6 just made an assumption and rewrote the
7 provision of the contract to read April 1,
8 2014.

9 If the contract had been amended, that
10 could have attached as part of site control, it
11 wasn't; if there had been a correction to the
12 contract through reformation which is, by the
13 way, if there was mutual mistake of a contract,
14 the way you correct that is through having a
15 court reform the contract. There's been no
16 evidence provided as of application deadline
17 that the contract was reformed to correct what
18 otherwise would have been a mutual mistake of
19 the parties.

20 And in fact the assignment and assumption
21 agreement that was included as evidence of site
22 control says the contract hasn't been
23 modified. So everything submitted in the
24 Summerset application said the date, the
25 closing date was April 1, 2013, and by the

1 terms of the RFA that doesn't establish site
2 control.

3 Mr. Reecy said in his deposition, site
4 control is a mandatory requirement and
5 something that Florida Housing won't waive.
6 Here there's not evidence of site control that
7 meets the requirements of the RFA.

8 I know that in his opening statement
9 Mr. Menton, you know, mentioned that Florida
10 Housing could interpret or try to determine the
11 intent of the parties in interpreting that
12 provision, we would submit they cannot. First
13 of all there's nothing in attachment 8 that
14 would show what the intent of the parties is
15 with respect to the closing date other than
16 what is stated in the real estate purchase
17 agreement.

18 Also, as I mentioned earlier there's case
19 law in Florida, and there's multiple cases
20 including the *Lennar Homes* case I cited
21 earlier, also *Ferrari North America v. Crown*
22 *Auto Dealerships*, 658 So.2d 1187, that say that
23 neither a hearing officer or an agency has
24 authority to interpret, enforce provisions in a
25 private contract that authority rests in the

1 judiciary in Florida.

2 And here basically we had a staff person
3 at Florida Housing interpret and rewrite a
4 provision of the contract. It was the
5 obligation of Summerset to provide evidence of
6 site control, that is a very important
7 requirement everybody knows in this proceeding
8 and they did not submit evidence of site
9 control because their real estate purchase
10 agreement has a closing date that doesn't
11 satisfy the RFA requirements.

12 THE HEARING OFFICER: Mr. Donaldson.

13 MR. DONALDSON: I will just adopt what
14 Ms. Walker just argued, but we had the same
15 issue at JPM.

16 THE HEARING OFFICER: Okay.

17 MR. DONALDSON: Even though earlier I said
18 we exhausted all issues, I knew that was still
19 out there. I knew she was going to make it.

20 THE HEARING OFFICER: Sure. Okay.

21 MR. MENTON: Thank you, Your Honor. Well,
22 I think the first thing we have to do is look
23 at the first page of the agreement which wasn't
24 pointed out which is a real estate purchase
25 agreement. It states on here that the

1 agreement is made entered into on the 28th day
2 of August, 2013. So that's the date the
3 contract was executed and signed and the
4 effective date of the agreement is August 28,
5 2013.

6 If the paragraph that they're citing on
7 page 4 indicates a closing to occur upon site
8 plan approval and all building permits issued
9 but no later than April 1st, 2013. So it's
10 clear that the closing is not going to occur on
11 April 1st, 2013, as stated here. And so what I
12 think is the key issue is -- we talked about at
13 the very beginning here, that it's hornbook law
14 that a contract which contains clauses that are
15 ultimately repugnant to each other must be
16 given an interpretation in construction that's
17 consistent with the intent of the parties. And
18 there are a plethora of cases that stand for
19 that proposition.

20 For example, *Royal Continental Hotels v.*
21 *Broward Vending*, 404 So.2d 782, the court
22 determined that in construing a contract it was
23 incumbent to reconcile inconsistencies in a
24 manner that rendered the contract meaningful
25 and fulfilled the intent of the parties.

1 The cases that Ms. Walker is relying upon
2 *Lennar, et cetera*, talk about interpreting a
3 contract for purposes of enforcement. We're
4 not trying to enforce the contract here. The
5 purpose of the contract here is to demonstrate
6 whether there was site control.

7 It was submitted as part of the
8 application to demonstrate that the applicant
9 had control of the property. And I don't think
10 that there's any dispute, none of the parties
11 have raised a factual dispute as to what the
12 intent of the parties were. I mean, to the
13 extent that there is an ambiguity or some sort
14 of inconsistency here, if you were seeking to
15 enforce a contract, a typical way to do it
16 would be to bring in parol evidence as to what
17 the intent of the parties was.

18 Nobody wants to get into what the intent
19 is, they want to brush that over and act like
20 the intent doesn't matter. But that's the
21 fundamental key that governs, you know,
22 contract interpretation and one that I think
23 was a guiding polestar for Florida Housing in
24 its scoring process here.

25 What was the intent of the parties.

1 Clearly they did not intend to close on April
2 1st, 2013. In fact the assignment agreement
3 that Ms. Walker referenced was dated October of
4 2013. Why would they be assigning and assuming
5 an agreement that should have closed back in
6 April if they didn't view it as still in
7 effect, still having some meaning, and is still
8 demonstrating site control.

9 There's no reason to do an assignment
10 assumption agreement in October for a contract
11 if the intent was to close four months before
12 it was signed. So that just doesn't really
13 make any sense.

14 As I indicated there are a number of cases
15 that deal with the importance of interpreting
16 contracts in a manner that's consistent with
17 the intent of the parties. We've already had a
18 little bit of argument about this when this
19 issue was first raised.

20 You know, our view was that Florida
21 Housing correctly recognized that the date of
22 the execution of the agreement was just
23 inadvertently the year of the execution of the
24 agreement which is inadvertently carried over
25 when they put in the provision regarding a

1 closing date. That everybody in this room who
2 has dealt with documents has had that happen to
3 them at some point.

4 You're working on a document in 2013, just
5 you forget sometimes to change the year, you
6 know, going forward. And that's just a common
7 occurrence. That's the way Florida Housing
8 looked at and that's the way that they scored
9 it as a typographical error which was within
10 what the intent of rule was is to not get into
11 this hypertechnical gotcha approach with the
12 applications but to look at the intent.

13 Now, if in fact, you know, there was some
14 intent different than that, bring on the
15 evidence, let's see it. But we're not seeing
16 any of that from these guys. All we're seeing
17 is an attempt to revert back to the
18 hypertechnical gotcha approach that Florida
19 Housing was deliberately trying to get away
20 with, you know, it's like going through this
21 RFA process.

22 So in any event --

23 THE HEARING OFFICER: Before you do let me
24 ask a question. I mean, clearly the 2013 date
25 was a mistake, but how do we know, even if we

1 decide we can look, you know, beyond what
2 actually is written down there, how do we know
3 what date is the right date? How do we know
4 that April 1st, 2014, is the correct date?
5 It's a guess, isn't it?

6 MR. MENTON: There's a couple of things.
7 First of all if you look at page 4 at
8 subsection F of the agreement, there's a
9 120-day due diligence period that was set
10 forth --

11 THE HEARING OFFICER: Uh-huh.

12 MR. MENTON: -- within the contract. So
13 the contract itself contemplated -- it was
14 executed in August, so you're now looking at
15 September-October-November, just for the due
16 diligence period to expire before you would
17 begin to start getting ready for closing. So
18 you got built-in three-month due diligence
19 period.

20 In addition to that there are extension
21 periods that are available under subsection G
22 so that you could extend the contract as -- and
23 that meets the requirements for site control so
24 that you have the ability to extend the
25 contract, you know, as set forth in here. So

1 clearly there is enough room within -- you
2 know, enough -- it clearly was contemplated --
3 and the agreement was executed, the purchase
4 agreement was executed by the purchaser in
5 order to use it as part of this application
6 process.

7 THE HEARING OFFICER: Right. But the
8 extent of the 120 days and there are three
9 90-day extensions, is that right -- three
10 30-day extensions, that's not quite April 1st,
11 2014, right? It's near there but it's not
12 that. So how do we know what the date is?

13 MR. MENTON: Well -- and here's the
14 conundrum that you're in: to the extent that
15 there's any question, then disputed issue of
16 fact and we have to take that to DOAH. That's
17 not an issue that you can resolve, because
18 there's clearly an ambiguity here. I mean,
19 clearly the date is not April 1st, 2013.
20 there's nobody that realistically can say that,
21 and that is quintessentially the situation
22 where parol evidence comes in.

23 So if you viewed that Florida Housing was
24 wrong in treating the typographical error as
25 being just related to the year, which is, you

1 know, what I think is a reasonable assumption,
2 not clearly erroneous, not arbitrary or
3 capricious, that is a reasonable assumption, a
4 reasonable, you know, application of their
5 rule, but to the extent that you're not
6 prepared to accept it simply as a typographical
7 error, you got a contract that on its face has
8 an ambiguity as to what the intent of the
9 parties is, that's a disputed issue of fact.
10 And that's why we -- you know, if we have to go
11 to DOAH we will.

12 What I attempted to do to shortcut that is
13 to obtain an affidavit from the sellers. And I
14 do have that here, and I have submitted it to
15 the parties, and I have offered to make the
16 sellers available for deposition from anybody
17 who wanted to take it. Nobody took me up on
18 that, nobody really wanted to understand what
19 the intent of parties was, but I do have an
20 affidavit from the sellers which confirms that
21 the closing date was April 1st, 2014.

22 So I would proffer that affidavit. I
23 don't think the fact is disputed and I would
24 proffer that affidavit. I know there's
25 objections that have been raised in terms of

1 whether or not it contravenes 120.57(3), which
2 we've talked about earlier in the proceeding
3 here. 120.57(3) precludes you from amending or
4 supplementing your application after the
5 proposals have been opening -- opened.

6 I would submit I'm not amending or
7 supplementing anything. We're not changing the
8 terms of the contract here. All I'm doing is
9 providing evidence as to what the intent of the
10 parties was. To clarify an ambiguity is not an
11 amendment or supplement that's outside
12 120.57(3) and the case law that I cited to you,
13 Judge Meale's case I think directly addresses
14 that question.

15 THE HEARING OFFICER: Can I ask another
16 question before we get into the admissibility
17 of this. Even if you're right and April 1,
18 2014, is the correct date, I must be missing
19 something because it seems to me that is still
20 prior to April 17th.

21 MR. MENTON: And again the provision in
22 the rule says that as long as you have the
23 ability to extend it then that meets the site
24 control requirements. And there's clearly a
25 provision in here April 1st, 2014, is the

1 closing date, there's provisions that allows
2 for extensions which meets the requirement for
3 the site control as included within the rule.

4 THE HEARING OFFICER: Can you point those
5 out to me. I mean, I know that there are
6 extensions -- well...

7 MR. MENTON: And I can -- I don't know
8 that I have that right in front me now. I
9 don't think there's any dispute over that. The
10 way that the site control definition exists
11 within the rule it -- you know, it has to --
12 you have to be able to extend it to that
13 closing date.

14 THE HEARING OFFICER: Okay.

15 MR. MEFFERT: It's on page 4, subparagraph
16 G.

17 THE HEARING OFFICER: I was just assuming
18 that those extensions started after the due
19 diligence period, but obviously if the closing
20 date really was April 1, 2014, then they can
21 extend that.

22 MR. MENTON: If the date is in fact April
23 1st, 2014, those extensions meet the
24 requirement for demonstrating site control.

25 THE HEARING OFFICER: Okay.

1 MR. MENTON: So back to my affidavit I
2 would proffer as Summerset Exhibit an affidavit
3 dated February 24th, 2014, from
4 Mr. Clyde Biston who is the President and
5 Majority Shareholder of ACME Development
6 Corporation and is one of the -- ACME
7 Development Corporation, Mr. Biston and his
8 wife are the owners of property, Mr. Biston
9 executed this affidavit confirming that the
10 April 1st, 2013 reference was a typo and should
11 have been April 1st, 2014.

12 In addition, he confirmed that he
13 understood that Beneficial entered into the
14 purchase agreement in order to obtain the real
15 estate to construct improvements financed
16 through Florida Housing and that the purchase
17 agreement was intended to provide evidence of
18 site control. So that's the affidavit that we
19 have Mr. Biston.

20 And as I indicated we have offered to make
21 him available for deposition and nobody's taken
22 us up on that. And so we would proffer that
23 affidavit into evidence.

24 MS. WALKER: And we renew our objection to
25 the affidavit for reasons previously stated.

1 MR. DONALDSON: Same objection. And
2 really is the intent of the parties to this
3 contract really even the issue? Isn't the
4 issue whether or not that Florida Housing can
5 call it a typo and fix it?

6 MR. MENTON: Well, I think there's an
7 ambiguity on the face of the document. And so
8 to the extent that -- under the new rules that
9 Florida Housing has adopted allowing for minor
10 irregularities, allowing for typographical
11 errors to be addressed, the purpose of the
12 purchase agreement is to demonstrate site
13 control.

14 To the extent there's any question as to
15 whether this applicant in fact had site
16 control, we believe it was appropriate to treat
17 the date as a typographical error. But if you
18 don't and there's an ambiguity on the face of
19 the document as to whether there is site
20 control, then that's a disputed issue of fact
21 and let's take it to DOAH.

22 THE HEARING OFFICER: Well, I think that
23 the -- surely, we would all agree that 2013
24 date was a typographical error. Nobody meant
25 it to be that way. But the question is: can

1 Florida Housing do something about that; and if
2 so, what can they do?

3 Because the typographical error could have
4 been the month for all we know. They could
5 have meant for this to be closing in December 1
6 of 2014 as opposed to April. I mean, you just
7 don't know from looking at that. You know
8 there's an error, you don't know what the error
9 was necessarily.

10 And so evidence that's going to come in
11 and say this is what the contract should have
12 said kind of bothers me. It makes me nervous
13 that it's pretty close to saying I want to
14 actually amend my application after the fact.

15 MS. WALKER: And, Your Honor, we would
16 submit that's exactly what they're trying to
17 do. They're trying to amend their application
18 after the fact. If there was some evidence
19 they wanted to provide to Florida Housing prior
20 to or on October 17th, 2013, showing that the
21 April 1, 2013, date in the real estate purchase
22 agreement was in error, they could have
23 provided that. They didn't.

24 All that Florida Housing had to look at
25 was attachment A. Attachment A has a closing

1 date of April 1st, 2013. You're absolutely
2 correct there's nothing in here from which
3 Florida Housing could determine what that date
4 should be if in fact it's an error. And for
5 them to now provide that after the fact is
6 certainly supplementing or amending or
7 modifying their bid documents.

8 It's also purporting to amend a contract
9 term which isn't permitted by the contract.
10 Because the only way to amend the contract is
11 in writing signed by both parties, and we've
12 yet to see that. And even if they tried to
13 admit that now, that would be inadmissible
14 under 120.57(3)(g).

15 So had they amended the contract prior to
16 October 17th to correct that date, they could
17 have attached it and this wouldn't be an
18 issue. But I don't think parol evidence is at
19 issue here. Because what Florida Housing has
20 to look at is what was submitted prior to the
21 bid deadline.

22 This is still -- Florida Housing has made
23 this a bidding process. And procurements are
24 very clear, and there's a deadline that has to
25 be met, and everything supporting your

1 application has to be submitted by that
2 deadline. And to come in now and try to argue,
3 well, there's all this other stuff that could
4 be considered is simply not permitted under
5 120.57(3).

6 MR. MENTON: I strongly disagree with
7 that. That's exactly what the bidding process
8 is all about. That's exactly why Florida
9 Housing decided to adopt a bidding process to
10 get away from hypertechnicalities that used to
11 exist.

12 There used to be a process where
13 applicants could come in and cure typographic
14 errors, or material, or immaterial issues, and
15 Florida Housing found that so cumbersome they
16 decided to go to an RFP type process where they
17 could deal with these things as whether or not
18 they were material errors.

19 And so immaterial errors in a bid process,
20 if you had you a contract that had some sort of
21 issue like this, you'd come in to a bid dispute
22 and you'd present evidence as to what the
23 intent of the parties were. If there's -- you
24 know, you absolutely have the right, because if
25 it's an immaterial error that did not provide a

1 competitive advantage to anybody, then it can
2 be disregarded and waived within the bid
3 process. That's why they decided to go this
4 way.

5 And so if you're in a bid -- if you're in
6 a bid case and Judge Meale case that I
7 referenced you to early was a bid case, you'll
8 apply the general rules of statutory
9 construction to determine what the intent of
10 the parties were. If you have to take parol
11 evidence on it then you can do that.

12 None of these people want to talk about
13 what the intent of the parties were. They
14 weren't part -- the parties don't have any
15 confusion as to what was intended or what the
16 date was, and they don't want to address that.
17 They don't want to -- they want to go back to
18 this very hypertechnical, very, you know, go
19 line by line and see if you can find a gotcha
20 and see if you can get somebody thrown out.

21 That doesn't have anything to do with
22 whether or not this applicant has site
23 control. That is the controlling issue, did
24 the applicant have site control between the
25 purchaser and seller there is no question that

1 they did. Florida Housing recognized that this
2 was obviously a typographical error, they
3 treated it as such.

4 There's no evidence that the parties had
5 any intent other than to execute this agreement
6 in order to provide the applicant with site
7 control. And if these parties disagree with
8 the intent, then send us to DOAH and let's deal
9 with it there. Let's take depositions and see
10 what the parties intended. Because there's a
11 clear ambiguity on the face and the parol
12 evidence comes in to explain what the intent
13 is.

14 MS. WALKER: Your Honor, I think it's
15 really -- can I just do one thing real quick.
16 Just to respond to that.

17 THE HEARING OFFICER: Of course.

18 MS. WALKER: I think it's really important
19 to look at the language of the RFP because
20 Mr. Menton keeps arguing the issue is whether
21 or not Summerset has site control. That's not
22 what's required by the RFA. The RFA -- the
23 issue in the RFA is whether or not Summerset
24 demonstrated site control by providing an
25 attachment A, the required document. And they

1 had to demonstrate that in their application by
2 the deadline.

3 They cannot demonstrate that based on what
4 they submitted. And so it's irrelevant whether
5 or not they had site control, the issue is
6 whether they demonstrated it in their
7 application and the answer is no.

8 And I think there's a big difference here
9 between the cases that Mr. Menton is
10 referencing where, you know, DOAH may look at
11 issues about what's stated in response to an
12 RFP or an ITB. In dealing with a term of
13 contract, a legal document that's binding on
14 two parties, that only a court of law can
15 interpret, and that only parties can amend in
16 writing. And there's no amendment that's
17 attached to your changing anything with what
18 was stated in the real estate purchase
19 agreement. And so I don't see how you can go
20 beyond that, and I think to do would be in
21 violation of 120.57(3)(f).

22 And the other thing is, Mr. Menton's only
23 provided an affidavit -- even if you considered
24 it, which we think would be inappropriate -- of
25 one of the signatories to the real estate

1 purchase agreement.

2 MR. MENTON: And, Your Honor, that's fine.
3 I mean, if you want to go to full-blown
4 discovery, let's bring it on. If I tried to
5 bring in anything more, they would have
6 objected, this is an informal proceeding, this
7 is evidentiary, it's -- you know, *et cetera, et*
8 *cetera*. And I was trying to find a way to put
9 it, you know, on the table and make it
10 abundantly clear that there are no disputed
11 issues of fact as to what the intent of the
12 parties are. If they think there are, let's go
13 to DOAH, let's take depositions. I'm ready for
14 it.

15 MS. WALKER: I don't think there's any
16 disputed issues of fact as to what was
17 submitted by Summerset. Then the question
18 becomes what's relevant and beyond that. We
19 argue that there's nothing relevant beyond that
20 other than what was in the Summerset
21 application.

22 We all agree what was submitted. And then
23 the issue in this proceeding is what Florida
24 Housing could do what it did with what was
25 submitted, which is basically to rewrite the

1 date of the contract, April 1, 2014, without
2 any information from which they could determine
3 that was the true date.

4 THE HEARING OFFICER: I would like to hear
5 from the corporation, if you have anything to
6 say.

7 MR. MEFFERT: Yeah. Well, first I'm
8 amazed at the argument. When we looked at this
9 we thought if there was ever a circumstance
10 where a typographical error rule would apply,
11 this would have to be it. This would have to
12 be it. Under any reasonable interpretation of
13 that rule, this would have to be it.

14 You have a contract that was executed in
15 August of 2013 that on its face bears a closing
16 date of April 1st of 2013. Is it reasonable to
17 say it could have meant February of 2013, is it
18 reasonable to say it could have meant December
19 of 2013, that wouldn't be a typographical
20 error. It would be some kind of error but not
21 a typographical one. If it had said 2024, it
22 wouldn't have mattered because it would have
23 been after the closing date for the
24 applications.

25 So you look at it and you say, okay,

1 contract says 2013, April 1st, 2013, to close,
2 but we're going to sign it August 28th of 2013,
3 and we're going to have a due diligence period
4 that runs for three more months after that, and
5 then we're going to have extensions that can be
6 added on to that, but no later than April 1st,
7 2013, unless both parties agree to extend the
8 closing date. It doesn't say agree in writing,
9 it just says agree.

10 Now, there's also a provision, and it's
11 right on page 1 of this contract, it stays, on
12 February 1st, 2014, purchaser shall deposit an
13 additional \$25,000 nonrefundable. That's a
14 deposit, they're required to do it on execution
15 of contract in August of 2013, deposit
16 \$10,000. On February 1st of 2014 they shall
17 deposit an additional \$25,000. I think that
18 puts us in the year of 2014, which is a
19 reasonable interpretation.

20 Now, Ms. Walker has made arguments that I
21 would make if I were trying to get out of a
22 contract, a real technical argument, it can't
23 be changed and all those things, but let me
24 correct one statement she made. She said that
25 Ms. Garmon said that she changed the contract.

1 The question was: conducting your site review
2 analysis, you read that date as April 1st,
3 2014, even though it said April 1st, 2013. The
4 answer, yes. There are several other questions
5 along those lines, nowhere does it say, did you
6 scratch out the three and put four, did you
7 change that contract.

8 We didn't change the contract, we're not
9 trying to enforce the contract. We're trying
10 to determine whether or not this contract is
11 acceptable evidence to Florida Housing to have
12 site control to go to the next step, given our
13 rule that allows us to overlook typographical
14 errors.

15 There's been some case law bandied about
16 and I would submit to you that (1), especially
17 if the Florida Supreme Court issues a statement
18 regarding of how you interpret contracts,
19 you're not prohibited from considering that,
20 nor am I, nor is Florida Housing generally.
21 Let me read you a little passage.

22 If clauses in a contract appear to be
23 repugnant to each other, they must be given
24 such an interpretation and construction as will
25 reconcile them if possible. And if one

1 interpretation would lead to an absurd
2 conclusion, then such interpretations would be
3 abandoned and the one adopted that accords with
4 reason and probability. That's *Triple E*
5 *Development Company v. Florida Gold Citrus*
6 *Corporation*, this is old, at 51 So.2d 435,
7 1951, Florida Supreme Court. That case is
8 still good law today. And Professor Ehrhardt
9 used to say, you always you open the statement
10 about a case like that, it is settled law.

11 Now, if you take the reasonable approach
12 that the courts -- and this is by no means the
13 only case that suggests that when you interpret
14 a contract or look at a contract, that you take
15 a reasonable approach. Mr. Menton cited one, I
16 think it probably quoted this case.

17 I just don't see how you can reasonably
18 say that this is not a typo, given especially
19 the fact that there's a provision that deals
20 with February 1st of 2014 and applications were
21 to be submitted in 2014 and the determination
22 and the funding would be issued 2014.

23 Ms. Walker asked Ms. Garmon, could it have
24 been 2015; well, yeah, it could. Because that
25 is after the application deadline. But it's

1 not likely, it's not probable. Could it be
2 2016, sure it could be. It could have been a
3 six instead of a three. Probable but highly
4 unlikely given extensions that are available in
5 this contract. Could it be 2012, well, no,
6 that would make even less sense than 2013,
7 because that would be even further back in time
8 before the contract was ever signed.

9 So the question being whether or not this
10 is acceptable evidence given Florida Housing's
11 ability to overlook typographical errors. I
12 think it was very reasonable, it was the only
13 reasonable decision in fact to accept this as
14 evidence of site control for purposes of this
15 RFA.

16 THE HEARING OFFICER: Do you have any
17 thoughts on the admissibility of this
18 affidavit?

19 MR. MEFFERT: I'm not going to object to
20 it because it might be helpful to me, but I
21 don't think it's admissible, no. I think that
22 120.57(3)(f) as Ms. Walker has noted is
23 pretty -- pretty tight. And I'm also troubled
24 by the fact that as far as proving anything,
25 when only one party to the contract says we

1 agree that it should be 2014, that's not
2 terribly effective, terribly convincing to me.

3 So I guess the bottom line is, no, I don't
4 think it's admissible, I don't think we need
5 it. I think applying the rule to -- the rule
6 of reason to this situation that you don't need
7 to go back to the parties and ask them what
8 they meant. I think what they meant is evident
9 on the face of the contract.

10 THE HEARING OFFICER: Any last comments?

11 MR. MENTON: No.

12 THE HEARING OFFICER: Well, I'm going to
13 decide -- I'm going to sustain the objection.
14 I just -- it seems to me that if this is trying
15 to prove something that it's nothing I can
16 actually consider, either the contract was
17 changeable on its face, either it was clearly a
18 typographical error or it wasn't. So what the
19 parties may have intended or at least one of
20 the parties may have intended doesn't to me
21 really matter. So you're welcome to proffer if
22 you like.

23 MR. MENTON: I would proffer it.

24 THE HEARING OFFICER: Okay. Anything else
25 on that subject? So are there any other

1 subjects? I think -- everything's crossed off
2 my list so I must be missing something.

3 MR. MEFFERT: I think we're down to dates
4 for the PRO and that sort of thing. The fun
5 part.

6 THE HEARING OFFICER: So you are getting a
7 transcript ordered then.

8 MR. MEFFERT: Yes, sir.

9 (Discussion off the record.)

10 THE HEARING OFFICER: Assuming that the
11 transcript is actually filed within about 10
12 days or so after this hearing, then the PROs
13 will be due on April 1st, 2014. And we can do
14 brief extensions if there's a delay in the
15 transcript or anything else. But that will be
16 the goal. And then it will be my goal to get
17 the recommended order out by April 14th or
18 something.

19 MR. MEFFERT: Yes.

20 MS. WALKER: And do you prefer us to email
21 our PRO?

22 THE HEARING OFFICER: My preference is
23 always if you'll email me a Word version of the
24 PRO so that I can -- you know, if I like what
25 you've written, I can cut and paste and it

1 will -- and I don't have to spend four hours at
2 taxpayer expense typing in the certificate of
3 service, and the case style, and all that other
4 stuff so that would be my preference.

5 And you all have my email address I guess
6 from all the email exchanges so... Are there
7 any other final matters today?

8 MR. MEFFERT: I have nothing else.

9 THE HEARING OFFICER: We're adjourned.

10 (Hearing concluded at 2:13 p.m.)

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CERTIFICATE OF REPORTER

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STATE OF FLORIDA:
COUNTY OF LEON:

I, CAROLYN L. RANKINE, do hereby certify that the foregoing proceedings were taken before me at the time and place therein designated; that my shorthand notes were thereafter translated under my supervision; and the foregoing pages numbered 6 through 223 are a true and correct record of the aforesaid proceedings.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor relative or employee of such attorney or counsel, or financially interested in the foregoing action.

DATED THIS _____ day of March, 2014.

CAROLYN L. RANKINE
2894-A Remington Green Lane
Tallahassee, Florida 32308
850.878.2221

A	(62:23)(63:15)(65:7) (65:25)(68:24)(69:16) (69:25)(73:5)(74:24) (80:4)(80:15)(92:22) (95:14)(100:15)(104:8) (105:12)(110:1)(116:5) (116:19)(117:12)(131:2) (131:12)(136:17)(138:9) (139:20)(140:8)(151:8) (154:6)(154:17)(154:19) (154:21)(157:14)(161:13) (162:24)(171:12)(173:13) (202:2)(209:14)(221:16) (222:11)	(141:10) affiliates (140:10) affirmative (160:8) (161:1)(164:24)(169:22) affirmatively (69:17) (184:6) after (7:8)(7:15)(8:18) (17:20)(22:18)(31:25) (33:18)(36:10)(43:20) (100:1)(100:16)(163:17) (167:20)(167:22)(168:3) (174:10)(177:20)(178:4) (178:18)(187:8)(187:20) (189:12)(190:17)(192:12) (192:14)(193:2)(205:4) (206:18)(209:14)(209:18) (210:5)(216:23)(217:4) (219:25)(222:12) Again (7:16)(8:19)(17:5) (17:24)(20:24)(23:12) (25:23)(30:1)(30:2)(31:8) (39:22)(52:4)(56:14) (62:1)(68:21)(75:3)(77:9) (82:13)(86:22)(88:25) (96:20)(100:25)(101:20) (108:7)(112:13)(112:23) (113:9)(113:19)(113:22) (114:8)(114:16)(114:24) (115:10)(115:22)(116:7) (116:22)(117:8)(130:8) (130:10)(131:4)(131:16) (134:16)(135:13)(135:17) (141:4)(150:6)(152:11) (152:15)(155:11)(155:15) (156:17)(172:5)(179:20) (186:10)(205:21) against (135:6)(135:7) agency (7:21)(12:4) (16:9)(23:15)(40:23) (46:6)(77:16)(89:10) (142:6)(165:17)(165:20) (186:21)(186:25)(196:23) agency's (40:17)(46:7) ago (133:11)(133:12) agree (50:20)(51:2) (58:4)(58:25)(87:6) (122:21)(132:19)(169:17) (208:23)(215:22)(217:7) (217:8)(217:9)(221:1) agreed (41:23)(123:11) (132:3) agreement (8:6)(8:9) (11:12)(11:14)(11:21) (12:14)(16:22)(16:25) (17:16)(22:21)(74:3) (75:17)(78:8)(78:9) (78:23)(80:14)(80:25) (126:15)(138:22)(192:20) (192:22)(192:24)(194:9) (194:18)(195:21)(196:17) (197:10)(197:23)(197:25) (198:1)(198:4)(200:2) (200:5)(200:10)(200:22) (200:24)(202:8)(203:3) (203:4)(207:14)(207:17) (208:12)(209:22)(213:5) (214:19)(215:1) agrees (47:2)(120:23) (121:2)(188:15) ahead (21:15)(27:7) (33:3)(49:4)(61:9) (118:10)(135:16)(143:1) (174:10)(175:14)(189:15) alerted (173:8) algebra (96:21)(122:18) (123:7)(123:19) algebra/trig (132:22)	algebraic (122:17) all (9:22)(15:10)(17:2) (19:7)(20:3)(20:8)(25:1) (29:14)(31:21)(34:6) (35:3)(36:14)(38:13) (40:16)(41:13)(41:20) (42:21)(44:2)(44:24) (46:15)(47:4)(48:12) (49:1)(49:20)(50:10) (50:20)(52:5)(53:6) (54:17)(56:25)(57:7) (58:25)(64:9)(64:16) (66:12)(67:13)(68:16) (70:19)(71:6)(72:12) (72:16)(79:23)(79:24) (80:1)(80:2)(81:15)(82:9) (87:25)(92:3)(93:17) (94:3)(97:1)(98:20) (99:23)(100:7)(100:9) (100:10)(100:12)(108:19) (110:6)(110:20)(113:1) (115:17)(119:20)(122:12) (122:16)(124:25)(125:15) (126:18)(127:3)(127:12) (127:24)(128:23)(130:3) (132:3)(132:16)(132:23) (133:1)(133:21)(134:5) (135:2)(135:5)(135:20) (137:21)(138:4)(141:13) (143:2)(144:23)(147:16) (148:10)(151:19)(153:20) (156:3)(159:13)(159:17) (162:11)(163:19)(166:15) (169:17)(170:9)(170:11) (183:25)(184:15)(186:20) (190:1)(193:23)(196:13) (197:18)(198:8)(201:16) (202:7)(205:8)(208:23) (209:4)(209:24)(211:3) (211:8)(215:22)(217:23) (223:3)(223:5)(223:6) allegation (25:19) (109:13)(109:20) allegations (32:10) (178:18) alleged (122:8) allegedly (17:20)(29:10) alleging (37:16)(81:8) (109:21) allocate (184:8)(185:8) allocated (36:10)(172:1) (174:11)(174:20)(174:23) (175:11)(186:12)(189:17) (191:4)(191:10) allocates (120:14) allocating (184:5) allocation (25:14)(26:7) (27:10)(33:3)(37:22) (38:3)(43:25)(86:1)(86:6) (86:24)(86:25)(87:9) (89:21)(91:21)(94:1) (99:19)(101:10)(102:3) (103:8)(104:22)(105:2) (105:6)(105:17)(105:21) (106:15)(113:13)(113:22) (114:3)(114:6)(114:21) (114:24)(115:9)(115:15) (115:21)(119:8)(122:10) (123:17)(124:5)(124:19) (124:24)(125:13)(125:20) (126:9)(128:21)(129:18) (174:16)(176:6)(177:8) (177:9)(178:19)(186:16) (187:5) allocations (32:2) (32:19)(32:23)(88:2) (170:18)(176:23)(177:11)
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allowed

applications

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(130:18)(130:21)(130:23)	(178:3)(178:18)(178:20)	(214:3)(214:9)(214:14)	(214:13)(214:16)(215:2)
(130:25)(131:2)(131:4)	(178:23)(178:24)(178:25)	(214:15)(214:20)(215:10)	(217:13)(219:4)(221:1)
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(131:17)(131:19)(131:21)	(180:6)(180:14)(180:16)	(216:13)(216:14)(216:15)	(6:21)(7:1)(7:5)(7:8)
(132:3)(132:4)(132:7)	(180:19)(180:20)(180:25)	(216:19)(217:4)(217:5)	(7:9)(7:11)(7:15)(7:16)
(132:13)(132:18)(132:20)	(181:2)(181:3)(181:8)	(217:6)(217:17)(217:20)	(7:18)(7:19)(7:22)(7:23)
(133:5)(133:6)(133:11)	(181:10)(181:11)(181:12)	(217:24)(217:25)(218:2)	(8:2)(8:10)(8:11)(8:13)
(133:13)(133:16)(133:19)	(181:17)(181:24)(182:1)	(218:7)(218:13)(218:16)	(8:16)(8:17)(8:18)(8:19)
(133:21)(133:25)(134:1)	(182:6)(182:12)(182:19)	(218:19)(219:3)(219:7)	(8:25)(9:3)(9:6)(9:8)
(134:12)(134:13)(134:24)	(182:24)(183:1)(183:3)	(219:10)(219:12)(219:13)	(9:10)(9:11)(9:14)(9:21)
(135:11)(135:18)(136:3)	(183:8)(183:15)(183:18)	(219:14)(219:18)(219:19)	(9:24)(10:19)(10:25)
(137:24)(138:1)(138:24)	(184:3)(184:4)(184:7)	(219:24)(220:4)(220:6)	(11:4)(11:5)(11:9)(11:10)
(138:25)(139:10)(139:12)	(184:17)(184:18)(184:21)	(220:7)(220:21)(220:24)	(11:12)(11:13)(11:14)
(139:20)(140:11)(140:14)	(184:22)(184:23)(184:24)	(221:1)(221:6)(221:14)	(11:15)(11:17)(11:18)
(140:15)(140:25)(141:1)	(185:1)(185:2)(185:7)	(221:15)(221:25)(222:4)	(11:19)(11:20)(11:21)
(141:7)(141:24)(142:5)	(185:10)(185:12)(185:14)	(222:10)(222:15)(222:24)	(11:23)(11:25)(12:1)
(142:25)(143:3)(143:13)	(185:15)(185:17)(185:20)	(223:3)(223:4)	(12:2)(12:5)(12:7)(12:8)
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(151:15)(152:3)(152:12)	(189:14)(189:22)(190:10)	(48:24)(50:22)(51:6)	(14:13)(14:14)(14:15)
(152:13)(152:15)(152:20)	(190:12)(190:19)(190:20)	(52:1)(53:5)(53:9)(54:11)	(14:16)(14:19)(14:22)
(152:24)(153:7)(153:13)	(190:22)(191:10)(191:22)	(54:15)(54:21)(54:24)	(14:25)(15:1)(15:2)(15:3)
(153:15)(153:21)(153:22)	(192:1)(192:3)(192:5)	(55:22)(60:16)(61:1)	(15:4)(15:7)(15:9)(15:11)
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(156:10)(157:1)(157:2)	(194:5)(194:7)(194:15)	(78:5)(79:2)(79:4)(79:11)	(17:16)(17:18)(17:19)
(157:7)(157:10)(157:13)	(194:23)(194:24)(194:25)	(79:12)(79:16)(79:23)	(17:20)(17:22)(18:1)
(157:22)(157:24)(158:14)	(195:4)(195:9)(195:14)	(80:11)(80:23)(81:5)	(18:2)(18:5)(18:6)(18:12)
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(159:11)(159:12)(159:16)	(196:5)(196:6)(196:8)	(86:10)(89:17)(90:2)	(19:3)(19:6)(19:7)(19:10)
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(161:4)(161:9)(161:10)	(198:14)(198:18)(198:19)	(105:4)(108:16)(109:11)	(20:17)(20:19)(21:3)
(161:14)(162:1)(162:6)	(198:22)(198:24)(199:1)	(109:20)(109:24)(110:1)	(21:10)(21:11)(21:18)
(162:10)(162:25)(163:1)	(199:8)(199:10)(199:13)	(110:2)(110:4)(110:7)	(22:1)(22:5)(22:7)(22:10)
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(165:8)(165:11)(165:18)	(201:1)(201:2)(201:8)	(119:20)(122:3)(123:11)	(23:21)(23:22)(23:24)
(165:20)(165:22)(165:23)	(201:14)(201:16)(201:18)	(124:3)(125:3)(125:15)	(23:25)(25:1)(25:3)(25:4)
(166:1)(166:2)(166:17)	(202:4)(202:9)(202:20)	(125:21)(129:13)(131:14)	(25:5)(25:10)(25:11)
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(167:24)(168:2)(168:9)	(203:14)(203:16)(203:17)	(137:9)(139:23)(140:11)	(25:20)(25:21)(26:1)
(168:23)(168:24)(169:6)	(203:20)(203:21)(203:23)	(140:19)(141:15)(141:16)	(26:2)(26:3)(26:4)(26:5)
(169:11)(169:15)(169:17)	(204:3)(204:5)(204:7)	(142:2)(143:2)(144:1)	(26:6)(26:8)(26:9)(26:12)
(169:19)(169:22)(170:4)	(204:12)(204:14)(204:18)	(147:7)(147:19)(148:9)	(26:14)(26:18)(26:19)
(170:5)(170:12)(170:22)	(204:20)(204:22)(204:24)	(148:10)(149:13)(150:5)	(26:24)(27:1)(27:3)(27:4)
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(171:11)(171:15)(171:21)	(205:19)(205:22)(205:23)	(152:11)(155:16)(156:22)	(27:16)(27:17)(27:22)

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(30:11)(30:12)(30:14)	(52:22)(52:24)(53:2)	(80:13)(80:14)(80:15)	(102:18)(102:21)(102:22)
(30:19)(30:24)(31:1)	(53:3)(53:6)(53:11)	(80:20)(80:21)(80:22)	(102:24)(102:25)(103:4)
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(33:24)(34:3)(34:4)(34:6)	(56:25)(57:1)(57:3)(57:4)	(83:22)(83:24)(84:1)	(105:14)(105:17)(105:19)
(34:7)(34:9)(34:14)	(57:7)(57:12)(57:16)	(84:5)(84:8)(84:9)(84:10)	(105:20)(105:21)(105:22)
(34:15)(34:18)(34:21)	(57:18)(58:13)(58:19)	(84:13)(84:15)(84:17)	(105:23)(105:24)(105:25)
(34:22)(35:2)(35:4)(35:6)	(59:12)(59:15)(60:2)	(84:18)(84:20)(84:21)	(106:2)(106:7)(106:8)
(35:12)(35:13)(35:19)	(60:3)(60:5)(60:6)(60:8)	(84:22)(84:25)(85:2)	(106:10)(106:13)(106:14)
(35:20)(35:24)(35:25)	(60:12)(60:18)(60:21)	(85:6)(85:8)(85:9)(85:12)	(106:15)(106:17)(106:23)
(36:1)(36:3)(36:7)(36:8)	(60:23)(60:24)(61:2)	(85:13)(85:14)(85:15)	(106:25)(107:3)(107:5)
(36:10)(36:12)(36:13)	(61:4)(61:6)(61:7)(61:10)	(85:17)(85:18)(85:25)	(107:8)(107:9)(107:12)
(36:14)(36:15)(36:19)	(61:14)(61:19)(61:24)	(86:1)(86:3)(86:5)(86:6)	(107:13)(107:15)(107:16)
(36:21)(36:24)(36:25)	(62:4)(62:6)(62:7)(62:11)	(86:10)(86:12)(86:13)	(107:17)(107:18)(107:23)
(37:2)(37:3)(37:6)(37:7)	(62:13)(62:20)(62:21)	(86:17)(86:18)(86:22)	(107:24)(107:25)(108:1)
(37:8)(37:14)(37:16)	(62:24)(63:1)(63:6)(63:7)	(86:24)(86:25)(87:8)	(108:8)(108:19)(108:21)
(37:17)(37:19)(37:20)	(63:10)(63:13)(63:14)	(87:9)(87:13)(87:14)	(108:22)(108:25)(109:2)
(37:21)(37:23)(37:25)	(63:18)(63:20)(63:22)	(87:16)(87:22)(87:25)	(109:4)(109:5)(109:11)
(38:1)(38:2)(38:5)(38:7)	(63:23)(63:25)(64:1)	(88:1)(88:3)(88:6)(88:11)	(109:16)(109:17)(109:20)
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(38:12)(38:17)(38:18)	(64:11)(64:13)(64:14)	(88:21)(88:22)(88:25)	(110:8)(110:10)(110:12)
(38:24)(39:1)(39:2)(39:3)	(64:17)(64:18)(64:20)	(89:1)(89:15)(89:16)	(110:16)(110:21)(110:25)
(39:5)(39:7)(39:8)(39:9)	(64:24)(65:2)(65:4)(65:9)	(89:17)(89:18)(89:20)	(111:2)(111:5)(111:6)
(39:13)(39:14)(39:16)	(65:10)(65:11)(65:12)	(89:22)(89:23)(89:25)	(111:11)(111:12)(111:14)
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(46:6)(46:8)(46:9)(46:13)	(72:1)(72:6)(72:7)(72:13)	(96:1)(96:3)(96:5)(96:7)	(116:24)(117:2)(117:7)
(46:14)(46:18)(46:23)	(72:22)(72:25)(73:1)	(96:10)(96:11)(96:14)	(117:8)(117:10)(117:15)
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(47:18)(47:19)(47:20)	(74:1)(74:5)(74:7)(74:9)	(97:16)(97:18)(97:19)	(118:23)(119:2)(119:5)
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Walker's

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whatever

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