STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

NEW MADISON APARTMENTS, LLC,

Petitioner,

v.

FHFC CASE NO.: 2012-002UC
Application No. 2011-057C

FLORIDA HOUSING FINANCE CORPORATION,

Respondent.
_____/

FINAL ORDER

This cause came before the Board of Directors of the Florida Housing Finance Corporation ("Board") for consideration and final agency action on June 8, 2012. The matter for consideration before this Board is a recommended order pursuant to Section 120.57(2), Florida Statutes, Rule 67-48.005(2), Florida Administrative Code. After a review of the record and otherwise being fully advised in these proceedings, this Board finds:

On or before December 6, 2011, New Madison Apartments, LLC ("Petitioner"), submitted its 2011 Universal Cycle Application ("Application") to Florida Housing Finance Corporation ("Florida Housing") seeking an allocation of competitive "9%" Tax Credits under the federal Low Income Housing Tax Credit program to fund the project known as Springhill Apartments.

FILED WITH THE CLERK OF THE FLORIDA HOUSING FINANCE CORPORATION
Della M Harrell /DATE: 6/8/12

Petitioner timely filed its "Petition for Review," (the "Petition") challenging Florida Housing's scoring on its Application, No. 2011-057C. Petitioner challenged the decision of Florida Housing that the Application did not meet threshold requirements for failure to demonstrate site control via a contract for purchase of land, and failure to properly demonstrate site plan approval by the local government. These decisions were based upon, respectively, Florida Housing's rejection of an addendum submitted to a contract referenced by date, where that date did not correspond to the submitted contract, and a finding that the submitted Site Plan Approval form did not include the required title of the signatory.

Florida Housing reviewed the Petition pursuant to Section 120.569(2)(c), Florida Statutes, and determined that the Petition did not raise disputed issues of material fact. In informal hearing was held in this case on May 7, 2012 before Florida Housing's designated Hearing Officer, Diane D. Tremor. Following the hearing, Petitioner and Respondent timely filed Proposed Recommended Orders.

After consideration of the evidence and arguments presented at hearing, and the Proposed Recommended Orders, the Hearing Officer issued a Recommended Order. A true and correct copy of the Recommended Order is attached hereto as "Exhibit A." The Hearing Officer recommended Florida Housing enter a Final

Order affirming Florida Housing's scoring of Petitioner's Application which determined that Petitioner's Application failed to meet threshold requirements.

RULING ON THE RECOMMENDED ORDER

The Board finds that the findings of fact and the conclusions of law of the Recommended Order are supported by competent, substantial evidence.

ORDER

In accordance with the foregoing, it is hereby found and ordered:

1. The Findings of Fact of the Recommended Order are adopted as Florida Housing's Findings of Fact and incorporated by reference as though fully set forth in this Order.

2. The conclusions of law of the Recommended Order are adopted as Florida Housing's conclusions of law and incorporated by reference as though fully set forth in this Order.

Accordingly, it is found and **ORDERED** that Florida Housing's final scoring of Petitioner's Application No. 2011-057C is upheld, and that Petitioner's Application fails to meet threshold requirements regarding site control and site plan approval. The Petition is DISMISSED.

DONE and ORDERED this 8th day of June, 2012.

FLORIDA HOUSING FINANCE CORPORATION

By: _____
Chair

Copies to:

Wellington H. Meffert II
General Counsel
Florida Housing Finance Corporation
337 North Bronough Street, Suite 5000
Tallahassee, FL 32301

Kevin Tatreau
Director of Multifamily Development Programs
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301

Michael P. Donaldson
Counsel for Petitioner
Carlton Fields, P.A.
P.O. Drawer 190
215 S. Monroe St., Suite 500
Tallahassee, Florida 32303

NOTICE OF RIGHT TO JUDICIAL REVIEW

A PARTY WHO IS ADVERSELY AFFECTED BY THIS FINAL ORDER IS ENTITLED TO JUDICIAL REVIEW PURSUANT TO SECTION 120.68, FLORIDA STATUTES. REVIEW PROCEEDINGS ARE GOVERNED BY THE FLORIDA RULES OF APPELLATE PROCEDURE. SUCH PROCEEDINGS ARE COMMENCED BY FILING ONE COPY OF A NOTICE OF APPEAL WITH THE AGENCY CLERK OF THE FLORIDA HOUSING FINANCE CORPORATION, 227 NORTH BRONOUGH STREET, SUITE 5000, TALLAHASSEE, FLORIDA 32301-1329, AND A SECOND COPY, ACCOMPANIED BY THE FILING FEES PRESCRIBED BY LAW, WITH THE DISTRICT COURT OF APPEAL, FIRST DISTRICT, 300 MARTIN LUTHER KING, JR., BLVD., TALLAHASSEE, FLORIDA 32399-1850, OR IN THE DISTRICT COURT OF APPEAL IN THE APPELLATE DISTRICT WHERE THE PARTY RESIDES. THE NOTICE OF APPEAL MUST BE FILED WITHIN THIRTY (30) DAYS OF RENDITION OF THE ORDER TO BE REVIEWED.

STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

NEW MADISON APARTMENTS, LLC

Petitioner,

vs.

FHFC Case No. 2012-002UC
Application No. 2011-057C

FLORIDA HOUSING FINANCE CORPORATION,

Respondent.

_____/

RECOMMENDED ORDER

Pursuant to notice and Sections 120.569 and 120.57(2), Florida Statutes, the Florida Housing Finance Corporation, by its duly designated Hearing Officer, Diane D. Tremor, held an informal hearing in the above captioned proceeding in Tallahassee, Florida on May 7, 2012.

APPEARANCES

For Petitioner:

Michael P. Donaldson
Carlton Fields, P.A.
P.O. Drawer 190
215 S. Monroe St., Suite 500
Tallahassee, FL 32302

For Respondent:

Hugh Brown
Deputy General Counsel
Florida Housing Finance Corporation
227 North Bronough Street, Ste. 5000
Tallahassee, FL 32301-1329

STATEMENT OF THE ISSUES

There are no disputed issues of material fact. The issues for determination in this proceeding are whether Petitioner's application met threshold requirements for Site Control and for Site Plan Approval.

PRELIMINARY STATEMENT

At the informal hearing, the parties stipulated to the admission into evidence of Joint Exhibits 1 through 9. Petitioner's Exhibit 2 was also received into evidence.[1] Joint Exhibit 1 is a Joint Stipulation of Facts and Exhibits. That document basically describes the application process and the circumstances regarding the scoring of Petitioner's application with regard to the issues in dispute. The Joint Stipulation of Facts and Exhibits (Joint Exhibit 1) is attached to this Recommended Order as Attachment A, and the facts recited therein are incorporated in this Recommended Order.

Subsequent to the hearing, the parties timely submitted their Proposed Recommended Orders, which have been fully considered by the undersigned.

FINDINGS OF FACT

Based upon the undisputed facts and documents received into evidence at the hearing, the following relevant facts are found:

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[1] Respondent's objection to Petitioner's Exhibit 1, a document prepared after the close of the application process, was sustained.

1. The Petitioner, New Madison Apartments, LLC, submitted Application Number 2011-057C in Florida Housing's 2011 Universal Cycle seeking $475,000 in annual federal tax credits to help finance the development of a 76-unit apartment complex in Madison, Florida, known as Springhill Apartments. (Joint Exhibit 1)

Site Control

2. The Universal Cycle Application and Application Instructions, at Part III(C)(2), require an applicant to demonstrate, as a threshold requirement, Site Control by providing specified documentation. In response to this requirement, Petitioner submitted in its initial application an "Agreement of Purchase and Sale for Springhill Apartments" made and executed on December 2, 2011. That Agreement identifies Griffin Heights, LLC as the Seller and Petitioner as the Purchaser, and references a 76-unit apartment complex located in Madison, Florida. (Joint Exhibit 4)

3. In its preliminary scoring of Petitioner's application, Florida Housing concluded that Petitioner failed to meet threshold requirements with regard to Site Control for two reasons. First, the Agreement for Purchase and Sale attached as Exhibit 27 of the Application did not include an Exhibit A providing a legal description of the property. Second, Section 7.17 of the Agreement for Purchase and Sale states that "The sale of the property by the Seller to the Purchaser requires

the written consents of its partners," and Petitioner failed to provide evidence of the consent of the partners. (Joint Exhibit 5)

4. In response to this preliminary scoring, Petitioner submitted two Cure Forms. (Joint Exhibit 7) The first form attached a copy of the December 2, 2011 "Agreement of Purchase and Sale for Springhill Apartments," along with an Exhibit A containing a legal description of the property and an "Addendum to the Agreement of Purchase and Sale." The second Cure Form attached an identical "Addendum to the Agreement of Purchase and Sale." The Addendum attached as Cures purports to serve as evidence of the written consents of the partners, as required by Section 7.17 of the Purchase and Sale Agreement. However, on two occasions in the Addendum, there is reference to a Purchase and Sale Agreement dated November 27, 2011. The Addendum refers to the same Seller and the same Purchaser as the December 2, 2011 Purchase and Sale Agreement, as well as the same 76-unit apartment complex located in Madison, Florida. It appears that the same representatives of the parties signed both the Addendum and the December 2, 2011 Purchase and Sale Agreement, and that the same persons witnessed the signing of both documents.

5. In its final scoring of Petitioner's application, Florida Housing concluded that Petitioner cured the initial defect regarding the legal description of the property, but failed to cure the defect with regard to Paragraph 7.17 of the

Purchase and Sale Agreement. More specifically, Florida Housing determined that the Addendum submitted as a Cure did not satisfy the partners' consent requirement of Section 7.17 because "the Agreement referenced in the Addendum is dated November 27, 2011, and not December 2, 1011." (Joint Exhibit 8, page 11)

Site Plan Approval

6. In its initial application, Petitioner identified the address of its proposed project as "150 S Bumgardner Ave" in Madison. (Joint Exhibit 2) Petitioner's original Exhibit 26, a form entitled "Local Government Verification of Status of Site Plan Approval for Multifamily Developments," identified the location of its development as "150 Baumgardner Dr." in Madison. This document states that additional site plan approval or similar process is not required for this project. The Certification on this document certifies that the signatory is authorized to verify the status of site plan approval and the Certification was signed by "Charles D. Hitchcock, Jr., Director of Community Dev." (Joint Exhibit 3)

7. In its Preliminary Scoring, Florida Housing found a deficiency in Petitioner's initial Exhibit 26 because the project location listed on the form (150 Baumgardner Dr.) was inconsistent with the address listed (150 Bumgardner Ave.") at Part III.A.2.b(1). of its Application. (Joint Exhibit 5, page 3)

8. In response to this scoring deficiency, Petitioner submitted as a Cure a revised Exhibit 26, conforming the location of its project to that listed elsewhere in the application. This revised form again checks the box stating that the project does not require additional site plan approval or similar process and the Certification is again signed by Charles D. Hitchcock, Jr. Mr. Hitchcock's title was not provided on revised Exhibit 26. (Joint Exhibit 6)

9. In its Final Scoring of Petitioner's application, Florida Housing determined that Petitioner did not meet threshold requirements for site plan approval because its revised Exhibit 26 "is incomplete because the title of the signatory was not included." (Joint Exhibit 8, at page 6)

10. Petitioner's application contains five additional documents signed by Charles Hitchcock. In each instance, Mr. Hitchcock's title is listed as Director of Community Development. (Petitioner's Exhibit 2)

CONCLUSIONS OF LAW

Pursuant to Sections 120.569 and 120.57(2), Florida Statutes, and Chapter 67-48, Florida Administrative Code, the Informal Hearing Officer has jurisdiction of the parties and the subject matter of this proceeding. Because Florida Housing determined that Petitioner was ineligible for funding due to failure to meet threshold requirements, Petitioner's substantial interests are affected by Florida Housing's proposed agency action.

The issues for determination in this proceeding are whether Petitioner submitted sufficient information to satisfy the threshold requirements regarding Site Control and Site Plan Approval.

Site Control

In order to satisfy the threshold requirement of Site Control, Petitioner submitted a Purchase and Sale agreement dated December 2, 2011, and a Cure document entitled "Addendum to the Agreement of Purchase and Sale" which, on two separate occasions, refers to a Purchase and Sale Agreement dated November 27, 2011. Petitioner argues that there is no confusion caused by this alleged inconsistency because the Addendum references the same parties, the same project, the same Section 7.17 which requires the consent of the partners, and even contains the same signatures and witnesses as the December 2, 2011 Agreement. Petitioner relies upon the cases of *Providence Square Association, Inc. v. Biancardi*, 507 So.2d 1366 (Fla. 1987), and *DR Lakes v. Brandsmart U.S.A. of West Palm Beach,* 819 So.2d 971 (Fla. 4th DCA 2002), for the proposition that instruments based on mutual mistake may be reformed so as to conform to the intent of the parties. Petitioner also relies on *Finlay Interests 35, Ltd v. Florida Housing Finance Corporation,* FHFC Case No. 2005-019UC (Final Order August 25, 2008), for the proposition that rejection of Petitioner's application would be unreasonable when

based upon the inconsistency of dates referenced in the Addendum submitted by Petitioner as a Cure.

The cases relied upon by Petitioner are totally distinguishable. The *Finlay Interests* case found it unreasonable to reject evidence regarding Site Control where an Assignment referred to a Purchase and Sale Agreement by the date signed by an escrow agent rather than the effective date of the Agreement. Florida Housing had no rule requiring that the only way to identify a contract is by reference to an "effective date." Here, Petitioner made no reference to any date appearing in the December 2, 2011 Agreement. Instead, Petitioner referenced a Purchase and Sale Agreement dated November 27, 2011. Such a document either does not exist or it does exist and was not attached to Petitioner's application. In either event, Petitioner did not meet threshold with regard to Site Control.

The *Providence Square* and the *DL Lakes* cases likewise do not support Petitioner's argument in this case. Those cases resulted from judicial evidentiary proceedings wherein the Courts recognized their equitable power to reform a document on the ground of mutual mistake in order to reflect the parties' true intent as demonstrated by parole evidence beyond the written instrument for which reformation was sought. When Florida Housing reviews and scores the applications presented to it, it is not permitted to receive or rely upon any extrinsic evidence beyond that submitted by the applicant during the application process.

The Universal Application Instructions, at page 2, and Florida Housing's rules, at Rule 67-48.004(1)(b), Florida Administrative Code, require applications to be complete. To demonstrate Site Control, Petitioner submitted a Purchase and Sale Agreement which required the consent of the Seller's partners to the sale of the property. Since the evidence Petitioner presented in its Cure to demonstrate the consent of the Seller's partners referenced a Purchase and Sale Agreement which bore a date different than the Purchase and Sale Agreement Petitioner submitted in its application, Petitioner failed to demonstrate Site Control. Florida Housing did not err in deeming Petitioner to have failed threshold requirements regarding Site Control.

Site Plan Approval

The Application Instructions, at pages 56 and 57, require applicants, as a threshold matter, to provide evidence of site plan approval. As relevant herein, this evidence must be submitted on a form entitled "Local Government Verification of Status of Site Plan Approval for Multifamily Developments," which must be provided behind a tab labeled "Exhibit 26." This form contains blanks to be filled out regarding the name of the development, the development location and the zoning designation. One of three applicable statements is to be marked regarding the status of site plan approval for the proposed development. The form then contains a "Certification," asking for three items of information: the name of the

city or county vesting authority upon the signatory to verify the status of site plan approval, the signature of the person signing the Verification form and a printing or typing of that person's name and title. The Certification portion of the form describes who may sign the form and who may not sign the form, and specifically states: "If this certification is applicable to this Development and it is inappropriately signed, the Application will fail to meet threshold."

The Universal Application Package or UA1016 (Rev. 2-11), which includes the application forms and the Application Instructions, is adopted by rule. See Rule 67-48.004(1)(a), Florida Administrative Code. Just as applicants are bound by the rules governing the application and selection procedures for developments, so too is Florida Housing, the agency charged with the responsibility and authority for administering Florida's affordable housing programs.

The Universal Application Instructions provide, in pertinent part:

> Each page and applicable exhibit of the Application must be accurately completed, and Applicants must provide all requested information. Failure to provide the requested information and documentation shall result in failure to meet threshold for threshold items, failure to achieve maximum points for point items, rejection of the Application for rejection items, or a combination of the foregoing.

(Instructions, page 2) In addition, Florida Housing's rules require that all applications be complete (Rule 67-48.004(1)(b)) and that failure to submit an application completed in accordance with the Application Instructions will result in

the failure to meet threshold or a score less than the maximum available (Rule 67-48.004(2)).

The Application and Application Instructions clearly required Petitioner to provide a "properly completed and executed" Local Government Verification of Status of Site Plan Approval for Multifamily Developments form behind a tab labeled Exhibit 26. By failing to include the title of the person signing the form, as specifically required on the form, Petitioner failed to submit a properly completed and executed form. As such, Petitioner failed to meet the threshold with regard to Site Plan Approval.

The Petitioner relies upon the fact that it submitted other Verification forms signed by Charles D. Hitchcock, Jr., that clearly set forth his title as Director of Community Development, as well as the case of *Tuscany Village Associates, Ltd. v. Florida Housing Finance Corporation,* FHFC Case No. 2002-0048 (Final Order October 10, 2002). That case involved a Verification of the availability of roads to a project site and a "letter" from a City traffic engineer that contained the information required on a specific form, but an erroneous date appearing on the letter. The Order reviewed the entire application and determined that the date on the letter (April 21, 2001, in lieu of April 21, 2002) was an obvious typographical error, and found that the applicant met threshold requirements regarding road availability.

The *Tuscany Village* case is readily distinguishable. It did not involve the complete omission of required information on a form, nor did it involve the qualifications of the person who signed the letter verifying the availability of roads. The *Tuscany Village* Order does not reveal the contents of the form required regarding the availability of roads, but does indicate that Florida Housing accepted a letter regarding the availability of roads. The 2011 Universal Application Instructions, adopted by rule and applicable to this proceeding, unambiguously require that information regarding Site Plan Approval be provided on a properly completed and executed designated form placed behind a tab labeled "Exhibit 26." Petitioner's Exhibit 26 was not properly completed or executed as to the title of the signatory to that form, and Petitioner failed to meet the threshold requirement regarding Site Plan Approval.

RECOMMENDATION

Based upon the Findings of Fact and Conclusions of Law stated herein, it is RECOMMENDED that a Final Order be entered concluding that Petitioner's application failed to meet the threshold requirements regarding Site Control and Site Plan Approval.

Respectfully submitted this 23rd day of May, 2012.

DIANE D. TREMOR
Hearing Officer for Florida Housing
Finance Corporation

Sundstrom, Freidman & Fumero, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
(850) 877-6555

Copies furnished to:

Michael P. Donaldson
Carlton Fields, P.A.
P.O. Drawer 190
215 S. Monroe St., Suite 500
Tallahassee, FL 32302

Hugh Brown
Deputy General Counsel
Florida Housing Finance Corporation
227 North Bronough Street, Ste. 5000
Tallahassee, FL 32301-1329

NOTICE OF RIGHT TO SUBMIT WRITTEN ARGUMENT

In accordance with Rule 67-48.005(3), Florida Administrative Code, Applicants have the right to submit written arguments in response to a Recommended Order for consideration by the Board. Any written argument should be typed, double-spaced with margins no less than one (1) inch, in either Times New Roman 14-point or Courier New 12-point font, and may not exceed five (5) pages, excluding the caption and certificate of service. Written arguments must be filed with Florida Housing Finance Corporation's Clerk at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, no later than 5:00 p.m. five (5) calendar days from the date of issuance of the Recommended Order. Failure to timely file a written argument shall constitute a waiver of the right to have a written argument considered by the Board. Parties will not be permitted to make oral presentations to the Board in response to Recommended Orders.

STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

NEW MADISON APARTMENTS, LLC

Petitioner,

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FHFC CASE NO.: 2012-002UC
Application No. : 2011-057C

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Respondent.
_____/

JOINT STIPULATION OF FACTS AND EXHIBITS

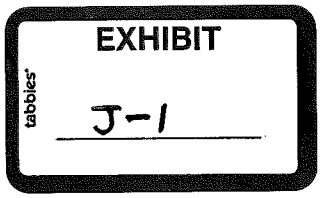
Petitioner, New Madison Apartments, LLC ("Petitioner"), and Respondent, Florida Housing Finance Corporation ("Florida Housing"), by and through undersigned counsel, submit this stipulation for purposes of expediting the informal hearing scheduled for May 7, 2012, in Tallahassee, Florida, and agree to the findings of fact and to the admission of the exhibits described below.

THE PARTIES

1. Petitioner is a Florida for-profit corporation with its address at Post Office Box 62109, North Charleston, South Carolina, 29419, and is in the business of providing affordable rental housing units in the State of Florida.

2. Florida Housing is a public corporation, with its address at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32310, organized to provide and promote the public welfare by administering the governmental function of financing and refinancing housing and related facilities in the State of Florida. Section 420.504, F.S.

Attachment A



BACKGROUND

3. Florida Housing administers various affordable housing programs including the following:

(a) Housing Credit (HC) Program pursuant to Section 42 of the Internal Revenue Code and Section 420.5099, F.S., under which Florida Housing is designated as the Housing Credit agency for the state of Florida within the meaning of Section 42(h)(7)(A) of the Internal Revenue Code, and Rule Chapter 67-48, F.A.C.; and

(b) HOME Investments Partnerships (HOME) Program pursuant to Section 420.5089, F.S., and Rule Chapter 67-48, F.A.C.

4. The 2011 Universal Cycle Application, through which affordable housing developers apply for funding under the above-described affordable housing programs administered by Florida Housing, together with Instructions and Forms, comprise the Universal Application Package or UA1016 (Rev. 2-11) adopted and incorporated by Rule 67-48.004(1)(a), F.A.C.

5. Because the demand for HC and HOME funding exceeds that which is available under the HC Program and HOME Program, respectively, qualified affordable housing developments must compete for this funding. To assess the relative merits of proposed developments, Florida Housing has established a competitive application process known as the Universal Cycle pursuant to Rule Chapter 67-48, F.A.C. Specifically, Florida Housing's application process for the 2011 Universal Cycle, as set forth in Rule 67-48.001-.005, F.A.C., involves the following:

a. the publication and adoption by rule of a "Universal Application Package," which applicants use to apply for funding under the HC and HOME Programs administered by Florida Housing;

b. the completion and submission of applications by developers;

c. Florida Housing's preliminary scoring of applications (preliminary scoring summary);

d. an initial round of administrative challenges in which an applicant may take issue with Florida Housing's scoring of another application by filing a Notice of Possible Scoring Error ("NOPSE");

e. Florida Housing's consideration of the NOPSEs submitted, with notice (NOPSE scoring summary) to applicants of any resulting change in their preliminary scores;

f. an opportunity for the applicant to submit additional materials to Florida Housing to "cure" any items for which the applicant was deemed to have failed to satisfy threshold or received less than the maximum score;

g. a second round of administrative challenges whereby an applicant may raise scoring issues arising from another applicant's cure materials by filing a Notice of Alleged Deficiency ("NOAD");

h. Florida Housing's consideration of the NOADs submitted, with notice (final scoring summary) to applicants of any resulting change in their scores;

i. an opportunity for applicants to challenge, by informal or formal administrative proceedings, Florida Housing's evaluation of any item in their own application for which the applicant was deemed to have failed to satisfy threshold or received less than the maximum score;[1]

j. final scores, ranking of applications, and award of funding to successful applicants, including those who successfully appeal the adverse scoring of their application; and

k. an opportunity for applicants to challenge, by informal or formal administrative proceedings, Florida Housing's final scoring and ranking of competing applications where such scoring and ranking resulted in a denial of Florida Housing funding to the challenging applicant.

PETITIONER'S APPLICATION AND SCORING ISSUES

6. The Petitioner timely submitted its application for financing in Florida Housing's 2011 Universal Cycle. The Petitioner, pursuant to Application #2011-57C, applied for $475,000

[1] This proceeding is the subject of such a challenge.

in annual federal tax credits[2] to help finance the development of its project, an 76-unit apartment complex in Madison, Florida, known as Springhill Apartments.

Site Control

7. In its preliminary scoring of the Petitioner's Application, Florida Housing identified certain deficiencies in demonstrating site control, including the following matters relevant to these proceedings *(Exhibit J-5)*:

7T	III.	C.	2.	Site Control	The Agreement of Purchase & Sale provided to demonstrate site control is incomplete. Exhibit A, legal description, was not provided in the Application.
8T	III.	C.	2.	Site Control	Section 7.17 of the Agreement for Purchase & Sale states that "The sale of the property by the Seller to the Purchaser requires the written consents of its partners." No evidence of the consent of the partners has been provided.

8. The Petitioner timely submitted cures in response to these scoring deficiencies *(Exhibit J-4)*.

9. Following submission of cures, Florida Housing scored the Petitioner's Application and issued its final scoring summary dated March 27, 2012 *(Exhibit J-8)*, in which

[2] The United States Congress has created a program, governed by Section 42 of the IRC, by which federal income tax credits are allotted annually to each state on a per capita basis to help facilitate private development of affordable low-income housing for families. These tax credits entitle the holder to a dollar-for-dollar reduction in the holder's federal tax liability, which can be taken for up to ten years if the project continues to satisfy IRC requirements. The tax credits allocated annually to each state are awarded by state "housing credit agencies" to single-purpose applicant entities created by real estate developers to construct and operate specific multi-family housing projects. The applicant entity then sells this ten-year stream of tax credits, typically to a syndicator, with the sale proceeds generating much of the funding necessary for development and construction of the project. The equity produced by this sale of tax credits in turn reduces the amount of long-term debt required for the project, making it possible to operate the project at below-market-rate rents that are affordable to low-income and very-low-income tenants. Pursuant to section 420.5099, F.S., Florida Housing is the designated "housing credit agency" for the state of Florida and administers Florida's tax credit program under its Housing Credit (HC) Program. Through the HC Program, Florida Housing allocates Florida's annual fixed pool of federal tax credits to developers of affordable housing under its annual Universal Cycle application process.

Florida Housing concluded that the Petitioner failed to meet threshold requirements for site control.

10. Specifically, the threshold failure identified by Florida Housing regarding site control in its final scoring summary is as follows:

9C	III.	C.	2	Site Control	The Agreement of Purchase and Sale provided in the Application to demonstrate site control is dated December 2, 2011. The Addendum to the Agreement for Purchase and Sale, submitted in an attempt to cure Item 8T, fails to satisfy the partners' consent requirement of Section 7.17 of the Agreement because the Agreement referenced in the Addendum is dated November 27, 2011, not December 2, 2011.

Site Plan Approval/Plat Approval

11. Also in its preliminary scoring of the Petitioner's Application, Florida Housing identified certain deficiencies in demonstrating site plan approval, including the following matters relevant to these proceedings *(Exhibit J-5)*:

6T	III.	C.	1	Site Plan Approval/Plat Approval	The Development Location stated on the Local Government Verification of Status of Site Plan Approval for Multifamily Developments form (150 Baumgardner Dr.) is inconsistent with the location stated at Part III.A.2.b.(1) of the Application (150 S. Bumgardener Ave.).

12. The Petitioner timely submitted cures in response to these scoring deficiencies *(Exhibit J-3)*.

13. Following submission of cures, Florida Housing scored the Petitioner's Application and issued its final scoring summary dated March 27, 2012 *(Exhibit J-5)*, in which Florida Housing concluded that the Petitioner failed to meet threshold requirements for site plan approval.

14. Specifically, the threshold failure identified by Florida Housing regarding site plan approval in its final scoring summary is as follows (*Exhibit J-8*):

17T	III.	C.	1 .	Site Plan Approval/Plat Approval	As a cure for Item 6T, the Applicant submitted a new Local Government Verification of Status of Site Plan Approval for Multifamily Developments form which corrected the address inconsistency. However, this new form is incomplete because the title of the signatory was not included.

15. The Petitioner timely filed its Petition contesting Florida Housing's scoring of its Application whereupon Florida Housing noticed the matter for an informal hearing.

OFFICIAL RECOGNITION OF RULES

16. The parties request the Honorable Hearing Officer take official recognition (judicial notice) of Rule Chapter 67-48, Fla. Admin. Code, as well as the incorporated Universal Application Package or UA1016 (Rev. 2-11) which includes the forms and instructions.

17. The parties stipulate, subject to arguments on the grounds of relevance, to the official recognition of any Final Orders of the Florida Housing Finance Corporation and to any Rules promulgated by the Florida Housing Finance Corporation, including past and present versions of the Universal Cycle Application, Instructions, and any forms and exhibits attached thereto or incorporated by reference therein.

EXHIBITS

18. The parties offer the following joint exhibits into evidence and stipulate to their authenticity, admissibility and relevance in the instant proceedings, except as noted below:

Exhibit J-1: This Joint Stipulation of Facts and Exhibits.

Exhibit J-2: Excerpt from Petitioner's Application: Part III.A.2.b.(1).

Exhibit J-3: Petitioner's Exhibit 26 to Application (Site Plan Approval).

Exhibit J-4: Petitioner's Exhibit 27 to Application (Site Control).

Exhibit J-5: 2011 Universal Cycle Scoring Summary Report (Preliminary), dated January 19, 2012.

Exhibit J-6: Petitioner's Cure for Exhibit 26 to Application (Site Plan Approval).

Exhibit J-7: Petitioner's Cure for Exhibit 27 to Application (Site Control).

Exhibit J-8: 2011 Universal Cycle Scoring Summary Report (Final), dated March 27, 2012.

Exhibit J-9: Excerpts from the 2011 Universal Cycle Application Instructions: Part III.C.1. and 2.

Respectfully submitted this 11 day of May, 2012.

By: _____

Michael P. Donaldson
Florida Bar No. 0802761
Carlton Fields, P.A.
P.O. Box 190
215 S. Monroe Street, Suite 500
Telephone: (850) 224-1585
Facsimile: (850) 222-0398
mdonaldson@carltonfields.com
Attorney for Petitioner

By: _____

Hugh R. Brown
Florida Bar No. 0003484
Deputy General Counsel
Florida Housing Finance Corporation
227 North Bronough Street
Suite 5000
Tallahassee, Florida 32301-1329
Telephone: (850) 488-4197
Facsimile: (850) 414-6548
Hugh.brown@floridahousing.org
Attorney for Respondent