

**STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION**

PERRINE APARTMENTS, LTD.,

Petitioner,

vs.

DOAH Case No. 24-3530BID

FHFC Case No. 2024-049BP

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

and

NOTRE COMMUNAUTE, LLC,

Intervenor.

ACRUVA COMMUNITIES FL04, LLC,

Petitioner,

vs.

DOAH Case No. 24-3532BID

FHFC Case No. 2024-051BP

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

and

MOWRY APARTMENTS, LLC, and
RICHMAN APOGEAN, LLC,

Intervenors.

FILED WITH THE CLERK OF THE FLORIDA
HOUSING FINANCE CORPORATION

Amr Solamony DATE: 10/22/24

FINAL ORDER

This cause came before the Board of Directors of the Florida Housing Finance Corporation (“Board”) for consideration and final agency action on October 22, 2024. Petitioners, Perrine Apartments, Ltd. (“Perrine”) and Acruva Communities FL04, LLC (“Acruva”) and Intervenor, Notre Communauté, LLC (“Notre”), Mowry Apartments, LLC (“Mowry”), and Richman Apogean, LLC (“Apogean”), were applicants under RFA 2024-203 Housing Credit Financing For Affordable Housing Developments Located in Miami-Dade County (the “RFA”).

1. At the August 23, 2024, Board meeting, three applications were preliminarily recommended for funding, including Notre and Apogean. Perrine, Acruva, Sage Point, LLC (“Sage”), and Mowry were deemed eligible but not selected for funding according to the RFA funding selection process.

2. Perrine and Acruva timely filed Formal Written Protests and Petitions for Administrative Hearing (the “Petitions”) challenging Florida Housing’s preliminary funding determinations under the RFA. Specifically, Perrine challenged Sage's proximity points and Notre's eligibility. Acruva challenged Apogean’s local government contribution points and Mowry’s eligibility.

3. Florida Housing issued Notices to Bidders informing all bidders that their substantial interests might be affected by the Petitions. The intervenors timely

intervened in the matter. The Petitions were referred to the Division of Administrative Hearings (“DOAH”) on September 19, 2024.

4. On October 8, 2024, based upon the evidence provided during the litigation process, Perrine, Florida Housing, and Notre entered a Settlement Agreement whereby Florida Housing and Perrine agreed that Perrine had met its burden to show Sage’s application was not entitled to receive certain proximity points. All parties further agreed that Notre was ineligible under the terms of the RFA. A copy of the Settlement Agreement is attached as **Exhibit A**.

5. On October 15, 2024, based upon the evidence provided during the litigation process, Acruva, Florida Housing, Mowry, and Apogean entered a Settlement Agreement whereby all parties to the proceedings agreed that Apogean was not entitled to its local government contribution points and Mowry was ineligible under the terms of the RFA. A copy of the Settlement Agreement is attached as **Exhibit B**.

ORDER

In accordance with the foregoing, it is hereby **ORDERED**:

A. Application number 2025-111C, submitted by Notre Communauté, LLC, is ineligible for funding.

B. Application number 2025-117C, submitted by Sage Point, LLC, remains eligible for funding but is not awarded the Proximity Funding Preference.

C. Application number 2025-066S, submitted by Richman Apogean, LLC, remains eligible for funding but is not awarded any points for local government contribution.

D. Application number 2025-103CS, submitted by Mowry Apartments, LLC, is ineligible for funding.

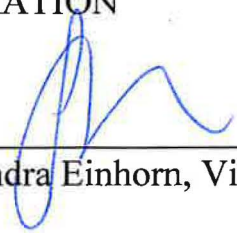
E. Under the sorting and selection criteria of the RFA, application number 2025-105C, submitted by Perrine Apartments, Ltd., and application number 2025-094C, submitted by Acruva Communities FL04, LLC, are selected for funding subject to successful completion of credit underwriting.

DONE and ORDERED this 22nd day of October, 2024.



FLORIDA HOUSING FINANCE
CORPORATION

By:


Sandra Einhorn, Vice Chair

Copies to:

Laura Cox, on Behalf of the Office of the General Counsel

Rhonda Morris, Assistant General Counsel

Cecilie Sykes, Assistant General Counsel

Melissa Levy, Managing Director of Multifamily Programs

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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, 2000 DRAYTON DRIVE, TALLAHASSEE, FLORIDA 32399-0950, 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
DIVISION OF ADMINISTRATIVE HEARINGS

PERRINE APARTMENTS, LTD.,

Petitioner,

vs.

FLORIDA HOUSING FINANCE CORPORATION,

DOAH Case No. 24-3530BID

FHFC Case No. 2024-049BP

Respondent,

and

NOTRE COMMUNAUTE, LLC,

Intervenor.

TERRACE PLACE APARTMENTS, LLLP,

Petitioner,

vs.

FLORIDA HOUSING FINANCE CORPORATION,

DOAH Case No. 24-3531BID

FHFC Case No. 2023-050BP

Respondent,

and

EARLINGTON COURT, LLC,

Intervenor.

ACRUVA COMMUNITIES FL04, LLC,

Petitioner,

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

and

MOWRY APARTMENTS, LLC, and
RICHMAN APOGEAN, LLC,

Intervenors.

DOAH Case No. 24-3532BID
FHFC Case No. 2023-051BP

NOTRE COMMUNAUTE, LLC,

Petitioner,

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent.

DOAH Case No. 24-3533BID
FHFC Case No. 2023-052BP

MOWRY APARTMENTS, LLC,

Petitioner,

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

and

RICHMAN APOGEAN, LLC,

Intervenor.

DOAH Case No. 24-3534BID
FHFC Case No. 2023-055BP

SETTLEMENT AGREEMENT

Pursuant to Section 120.57(4), Fla. Stat., Petitioner Perrine Apartments, LTD (“Perrine”), Intervenor Notre Communauté, LLC (“Notre”), and Respondent Florida Housing Finance Corporation (“FHFC” or “Florida Housing”) (collectively, the “Parties”), hereby enter into the following Settlement Agreement.¹

Factual Background

1. Petitioner, Perrine and Intervenor, Notre each applied in RFA 2024-203 for an award of Housing Credit Financing for Affordable Housing Developments Located in Miami-Dade County (“Housing Credits”) pursuant to the Elderly Demographic Development Goal stated in the RFA.

2. Notre (Application No. 2025-111C) was the sole applicant preliminarily selected for the award of Housing Credits pursuant to the Elderly Demographic Development Goal based on the sorting and selection criteria in RFA 2024-203. Though its application was deemed eligible for funding, Perrine (Application No. 2025-105C) was not selected for a preliminary award based on the sorting and selection criteria in the RFA.

3. Perrine timely filed a notice of protest and formal protest challenging the selection of Notre, and particularly challenging the eligibility of Notre’s application based on alleged errors in Notre’s application relating to its Principals for Applicant and Developer(s) Disclosure Form.

4. On September 12, 2024, Florida Housing issued a Notice to All Bidders on RFA 2024-203, including the applicants for each of the challenged applications in this matter. The

¹ As of the date of signing, Terrace Place Apartments, LLLP, Notre Communauté, LLC and Mowry Apartments, LLC have voluntarily dismissed their Petitions. As such, neither they, nor the intervenors in those cases (Earlington Court, LLC and Richman Apogean, LLC), are parties to this Settlement Agreement. Further, Florida Housing has determined, and all Parties agree, that this Settlement Agreement does not affect, and is not affected by, the Acruva Communities FL04, LLC Petition or the outcome of that pending matter. As such, neither they, nor the intervenors in that case (Mowry Apartments, LLC and Richman Apogean, LLC), are parties to this Settlement Agreement.

Notice informed all bidders that their substantial interests might be affected by the disposition of Perrine's Petition and advised bidders of their opportunity to intervene.

5. Notre timely intervened by filing its Notice of Appearance.

Agreement to Resolve Dispute

4. As a result of factual information learned by the parties through discovery, Perrine, Notre, and FHFC in the interest of avoiding time, expense, and uncertainty of litigation, agree to resolve this litigation on the following terms:

- (a) Notre agrees to the designation of its own application to RFA 2024-203 as ineligible for consideration for award of Housing Credits, and hereby waives the right to challenge that determination. Notre does not admit any wrongdoing or intentional misrepresentation, and neither Perrine nor FHFC assert any wrongdoing or intentional misrepresentations by Notre. Florida Housing agrees that, based on information now known to the parties, the application of Notre should be deemed ineligible; agrees that Notre did not intentionally misrepresent information in its application; and further agrees that the determination of ineligibility is not the result of any misrepresentation or wrongdoing by Notre.

- (b) FHFC agrees that this stipulation does not constitute the withdrawal of an application by Notre, or by its Applicant, Developer, Principals of the Applicant or Developer, Affiliate of the Applicant or Developer, or Financial Beneficiary of the Applicant or Developer; and shall not result in any point loss, preference loss, ineligibility determination, or penalty or negative impact of any kind against such entities or individuals in any pending or future FHFC funding program.

- (c) Florida Housing agrees that neither the submission of Notre's application

nor this stipulation shall impact in any way the ability of Notre, the Applicant and Developer entities identified in Notre's Application, or the Principals of the Applicant and Developer entities from submitting applications in future or other RFAs or funding programs and having these applications considered for funding under the terms of those RFAs or funding programs.

(d) Florida Housing and Perrine further agree that Perrine has met its burden to show that the application submitted by Sage Point, LLC (Application No. 2025-117C) was incorrectly awarded a Proximity Funding Preference.

(e) As a result, Florida Housing and Perrine agree that the Perrine application, pursuant to application of the eligibility, ranking and scoring criteria of the RFA, will be selected as the highest ranked eligible applicant for the Elderly Demographic Development Goal stated in RFA 2024-203 and invited into credit underwriting, subject to acceptance and adoption of this Settlement Agreement by the Florida Housing Board of Directors.

(f) Perrine will voluntarily dismiss its Formal Written Protest and Petition for Formal Administrative Hearing filed in this matter.

5. The undersigned attorneys represent that they have the authority to execute this Settlement Agreement on behalf of their respective clients.

6. The Parties waive all rights to appeal this Settlement Agreement and Florida Housing's Final Order relating to this Settlement Agreement. All parties shall bear their own costs and attorneys' fees incurred in this matter.

DATED this 8th day of October, 2024.

/s/ M. Christopher Bryant

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STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

ACRUVA COMMUNITIES FL04, LLC,

Petitioner,

vs.

FLORIDA HOUSING FINANCE CORPORATION,

DOAH Case No. 24-3532BID
FHFC Case No. 2023-051BP

Respondent,

and

MOWRY APARTMENTS, LLC, and
RICHMAN APOGEAN, LLC,

Intervenors.

SETTLEMENT AGREEMENT

Pursuant to Section 120.57(4), Fla. Stat., Petitioner ACRUVA Communities FL 04, LLC (“ACRUVA Communities”), Intervenors, Mowry Apartment, LLC (“Mowry”) and Richman Apogean, LLC (“Richman Apogean”) and Respondent Florida Housing Finance Corporation (“FHFC” or “Florida Housing”) (collectively, the “Parties”), hereby enter into the following Settlement Agreement.

Factual Background

1. Petitioner, ACRUVA Communities and Intervenors, Mowry and Richman Apogean, all applied in RFA 2024-203 for an award of Housing Credit Financing for Affordable Housing Developments Located in Miami-Dade County (“Housing Credits”) pursuant to the Family Demographic that qualifies for the Geographic Areas of Opportunity/SADDA Goal (Hereinafter “SADDA Goal”) stated in the RFA.

2. Richman Apogean (Application No. 2025-066C) was the sole applicant

preliminarily selected for the award of Housing Credits pursuant to the SADDA Goal based on the sorting and selection criteria in RFA 2024-203. Though their applications were deemed eligible for funding, Mowry (Application No. 2025-103C) and ACRUVA Communities (Application No. 2025-094C) were not selected for a preliminary award based on the sorting and selection criteria in the RFA.

3. ACRUVA Communities timely filed a notice of protest and formal protest challenging the selection of both Richman Apogean and Mowry. The challenge to Mowry's Application was to their eligibility based on errors relating to their Public Bus Transfer Stop. The challenge to Richman Apogean sought the loss of five (5) total points due to an allegedly invalid Local Government Verification of Contribution-Fee Waiver Form.

4. On September 12, 2024, Florida Housing issued a Notice to All Bidders on RFA 2024-203, including the applicants for each of the challenged applications in this matter. The Notice informed all bidders in RFA 2024-203 that their substantial interests might be affected by the disposition of ACRUVA Communities Petition and advised bidders of their opportunity to intervene.

5. Mowry and Richman Apogean timely intervened by filing their Notices of Appearance.

Agreement to Resolve Dispute

6. As a result of factual information learned by the parties through discovery, and in the interest of avoiding time, expense and uncertainty of litigation, ACRUVA Communities, Mowry, Richman Apogean and FHFC, agree to resolve this litigation on the following terms:

- (a) Mowry agrees to the designation of its own application to RFA 2024-203 as ineligible for consideration for award of Housing Credits, and hereby waives the right to

challenge that determination. Mowry does not admit any wrongdoing or intentional misrepresentation, and neither ACRUVA Communities, Richman Apogean, nor FHFC assert any wrongdoing or intentional misrepresentations by Mowry. Florida Housing agrees that, based on information now known to the parties, the application of Mowry should be deemed ineligible; agrees that Mowry did not intentionally misrepresent information in its application; and further agrees that the determination of ineligibility is not the result of any misrepresentation or wrongdoing by Mowry.

- (b) FHFC agrees that this stipulation does not constitute the withdrawal of an application by Mowry or by its Applicant, Developer, Principals of the Applicant or Developer, Affiliate of the Applicant or Developer, or Financial Beneficiary of the Applicant or Developer; and shall not result in any point loss, preference loss, ineligibility determination, or penalty or negative impact of any kind against such entities or individuals in any pending or future FHFC funding program.
- (c) Florida Housing agrees that neither the submission of Mowry's application nor this stipulation shall impact in any way the ability of Mowry, the Applicant and Developer entities identified in Mowry's Application, or the Principals of the Applicant and Developer entities from submitting applications in future or other RFAs or funding Programs and having these applications considered for funding under the terms of those RFAs or funding programs.
- (d) Richman Apogean agrees to the deduction of five (5) points from its Total Points resulting in a score of ten (10) points for the application to RFA 2024-203. Richman Apogean gives up the right to challenge that determination. Richman does not admit any wrongdoing or intentional misrepresentation, and neither ACRUVA Communities nor

Mowry, nor FHFC assert any wrongdoing or intentional misrepresentations by Richman Apogean. Florida Housing agrees that, based on information now known to the parties, the application of Richman Apogean should lose five (5) points and agrees that Richman Apogean did not intentionally misrepresent information in its application.

- (c) FHFC agrees that this stipulation does not constitute the withdrawal of an application by Richman Apogean or by its Applicant, Developer, Principals of the Applicant or Developer, Affiliate of the Applicant or Developer, or Financial Beneficiary of the Applicant or Developer; and shall not result in any point loss, preference loss, ineligibility determination, or penalty or negative impact of any kind against such entities or individuals in any pending or future FHFC funding program.
- (f) Florida Housing agrees that neither the submission of Richman Apogean's application nor this stipulation shall impact in any way the ability of Richman Apogean, the Applicant and Developer entities identified in Richman Apogean's Application, or the Principals of the Applicant and Developer entities from submitting applications in future or other RFAs or funding programs and having these applications considered for funding under the terms of those RFAs or funding programs.
- (g) As a result, Florida Housing and ACRUVA Communities agree that the ACRUVA Communities' application, pursuant to application of the eligibility, ranking and scoring criteria of the RFA, will be selected as the highest ranked eligible applicant for the Family Demographic that qualifies for the Geographic Areas of Opportunity/SADDA Goal stated in RFA 2024-203 and invited into credit underwriting, subject to acceptance and adoption of this Settlement Agreement by the Florida Housing Board of Directors.

(h) ACRUVA Communities will voluntarily dismiss its Formal Written Protest and Petition for Formal Administrative Hearing filed in this matter.

7. The undersigned attorneys represent that they have the authority to execute this Settlement Agreement on behalf of their respective clients

8. The Parties waive all rights to appeal this Settlement Agreement and Florida Housing's Final Order relating to this Settlement Agreement. All parties shall bear their own costs and attorneys' fees incurred in this matter.

DATED this 15th day of October 2024.



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FBN:0802761

CARLTON FIELDS, P.A.

Post Office Drawer 190

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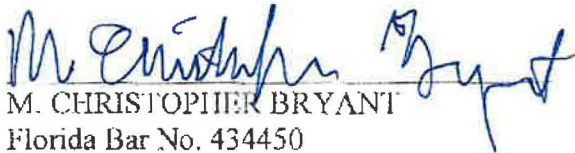
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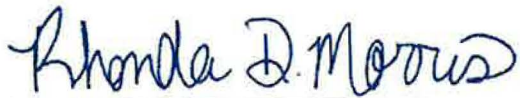
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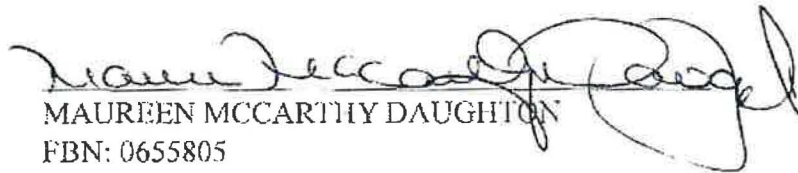
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