

I. FISCAL

- A. [Fiscal Year 2026/2027 Appropriation Allocation](#)

II. LEGAL

- A. [Autumn Palms North Port, Ltd. v. Florida Housing Finance Corporation and Zephyrhills JSGL Housing Partners LP; FHFC Case No. 2026-006BP; DOAH Case No. 26-1168BID](#)
- B. [Benschley Manor, Ltd., and Benschley Manor Developer, LLC v. Florida Housing Finance Corporation, Heritage Grove, Ltd., Peace Village, Ltd., RPV Parcel E, LP, CGPA Parcel B, LP., and TWG Citrus, LP; FHFC Case No. 2025-068BP; DOAH Case No. 26-0239BID](#)
- [Autumn Palms North Port, Ltd. v. Florida Housing Finance Corporation, Heritage Grove, Ltd., and Peace Village, Ltd.; FHFC Case No. 2025-069BP; DOAH Case No. 26-0240BID](#)
- [Blue Central Avenue, LLC v. Florida Housing Finance Corporation, Heritage Grove, Ltd., Peace Village, Ltd.; FHFC Case No. 2025-070BP; DOAH Case No. 26-0241BID](#)
- [Perrine Apartments, III, Ltd. v. Florida Housing Finance Corporation, Metro Grande I Associates, Ltd., Heritage Grove, Ltd., Peace Village, Ltd., Gallery at Cross Creek, LLC, and Gallery at SoMi Parc Phase Two, LLC; FHFC Case No. 2025-071BP; DOAH Case No. 26-0242BID](#)
- [Port Richey Leased Housing Associates V, LLLP v. Florida Housing Finance Corporation, Ardent at Gulf View, LP, Heritage Grove, Ltd., and Peace Village, Ltd.; FHFC Case No. 2025-072BP; DOAH Case No. 26-0244BID](#)
- [Bradley Gardens, Ltd. v. Florida Housing Finance Corporation, Ardent at Gulf View, LP, Heritage Grove, Ltd., and Peace Village, Ltd.; FHFC Case No. 2025-073BP; DOAH Case No. 26-0245BID](#)
- C. [In re: Resolutions 2026-01 and 2026-02; Signature Authority](#)



III. MULTIFAMILY PROGRAMS - ALLOCATIONS

- A. [Request to Re-Allocate SAIL Funding Remaining from RFA 2026-102](#)
- B. [2026-2027 Tentative Funding Amounts and Timeline for Request for Applications \(RFAs\) for Multifamily Developments](#)

IV. PROFESSIONAL SERVICES SELECTION (PSS)

- A. [Request for Proposals \(RFP\) 2026-08, for Auditing Services](#)
- B. [Single Source Procurement for Affordable Housing Catalyst Program Services](#)

FISCAL

Action

I. FISCAL

A. Fiscal Year 2026/2027 Appropriation Allocation

1. Background:

- a) In most state fiscal years, Florida Housing has been appropriated funds from state documentary stamp tax collections in the Housing Trust Funds. Section 420.507, Florida Statutes (F.S.), authorizes Florida Housing to expend such amounts advanced to further its mission. Unless otherwise specified in legislation or proviso, these funds are used for the state programs provided for in Chapter 420, Part V, F.S. such as the State Apartment Incentive Loan (SAIL) program. [Exhibit A](#) shows the historical allocation of funds.
- b) In some years the Legislature specifies where all funding appropriated to Florida Housing will be spent, while in other years, the Legislature appropriates some or all funding in a lump sum for Florida Housing to allocate to state programs. This allows Florida Housing to allocate funding across programs as warranted by real estate and financial markets and housing needs.

2. Present Situation:

- a) The Legislature passed the General Appropriations Act (GAA) for state fiscal year 2026/2027 during Special Session E.
- b) The GAA includes \$165,670,000 for the SHIP program. Proviso language specifies that \$663,600 of this appropriation be used for the Catalyst program.
- c) In the back of the bill, an additional \$50 million is appropriated for Hometown Heroes.
- d) An appropriation of \$70.770,000 is also included for Affordable Housing Programs funded by the State Housing Trust.
- e) No program breakdown was provided for the State Housing Trust Fund appropriation. When Florida Housing receives funding with no designated program, the Board allocates the funds to specific programs.
- f) Staff recommends the following allocations:
 - (1) Florida Housing Data Clearinghouse — Up to \$416,000 — Founded in 2000 with support from Florida Housing's Board of Directors, the Clearinghouse provides a free, web-based portal for data and reports on demographics, housing need and supply across local communities and at the state level throughout Florida. The Clearinghouse is managed by the Shimberg Center for Housing Studies at the University of Florida and is used by local planners, state policymakers, non-profit organizations, grant writers and others seeking information about Florida's affordable housing needs. Florida Housing regularly uses Clearinghouse data to assist in policy decisions and relies on Clearinghouse staff to run special reports as needed for this purpose (e.g., impacts from natural disasters). The scope of the annual work to keep the Clearinghouse operating is detailed in a contract with the Center. Additional support from other

FISCAL

Action

sources provided by the Shimberg Center also pays for Clearinghouse activities.

- (2) SAIL — \$70,354,000 — There remains a shortage of affordable housing in Florida. Allocating these remaining funds to the SAIL program ensures that Florida Housing continues to respond to the strong demand for affordable rental housing.

3. Recommendation:

- a) Staff recommends that the Board approve the allocation of the Fiscal Year 2026-2027 appropriation from the State Housing Trust Fund as follows:
 - (1) Up to \$416,000 for the Florida Housing Data Clearinghouse, with any funds not used for the Data Clearinghouse going to the SAIL program.
 - (2) \$70,354,000 for the SAIL Program.

LEGAL

Action

II. LEGAL

A. Autumn Palms North Port, Ltd. v. Florida Housing Finance Corporation and Zephyrhills JSGL Housing Partners LP; FHFC Case No. 2026-006BP; DOAH Case No. 26-1168BID.

1. Background:

- a) This case concerns a protest filed against the preliminary award for RFA 2025-201, Housing Credit Financing for Affordable Housing Developments Located in Small and Medium Counties (the “RFA”). At the January 30, 2026, Board meeting, nine applicants were preliminarily selected for funding, including application number 2026-190C for Zephyrhills JSGL Housing Partners LP’s Zephyrhills development (“JSGL”).
- b) Autumn Palms North Port, Ltd. (“Autumn Palms”) timely filed a Formal Written Protest and Petition for Administrative Hearing (the “Petition”) challenging Florida Housing’s determination that JSGL’s application was eligible for funding. Florida Housing issued a Notice to Bidders informing all bidders that their substantial interests might be affected by the Petition. JSGL timely intervened in the matter. The Petition was referred to the Division of Administrative Hearings (“DOAH”) on March 3, 2026.

2. Present Situation:

- a) The Final Hearing was conducted on April 2, 2026, via Zoom, before DOAH Administrative Law Judge (“ALJ”) John G. Van Laningham on Autumn Palms’ challenge to JSGL’s eligibility for funding under the RFA. Specifically, Autumn Palms alleged in its Petition that: (i) JSGL provided an incorrect Development Location Point; (ii) JSGL did not demonstrate Site Control as required by the RFA; and (iii) a financing letter provided by JSGL from Highland Commercial Mortgage did not satisfy the RFA’s requirements and could not be considered a funding source.
- b) On May 13, 2026, the ALJ issued a Recommended Order, a copy of which is attached as [Exhibit A](#). The ALJ found that: (i) JSGL provided an incorrect Development Location Point; (ii) JSGL did not demonstrate Site Control as required by the RFA; and (iii) financing letter provided by JSGL from Highland Commercial Mortgage did not specifically reference JSGL as the borrower or direct recipient and therefore could not be considered a funding source. The ALJ recommended that the Board enter a final order: (a) sustaining the protest filed by Autumn Palms; (b) determining that the application submitted by JSGL in response to the RFA is ineligible for funding; (c) rescinding the preliminary award of funding to JSGL; and (d) taking further action consistent with the Recommended Order and the RFA, including, if required by the RFA’s ranking and selection process, awarding the funding to Autumn Palms, as the next eligible applicant.
- c) No exceptions to the ALJ’s Recommended Order were filed in this matter.

LEGAL

Action

3. **Recommendation:**

- a) Staff recommends the Board adopt the Findings of Fact, Conclusions of Law, and Recommendation of the Recommended Order and issue a Final Order consistent with the Recommended Order.

LEGAL

Action

- B. Benschley Manor, Ltd., and Benschley Manor Developer, LLC v. Florida Housing Finance Corporation, Heritage Grove, Ltd., Peace Village, Ltd., RPV Parcel E, LP, CGPA Parcel B, LP., and TWG Citrus, LP; FHFC Case No. 2025-068BP; DOAH Case No. 26-0239BID.**

Autumn Palms North Port, Ltd. v. Florida Housing Finance Corporation, Heritage Grove, Ltd., and Peace Village, Ltd.; FHFC Case No. 2025-069BP; DOAH Case No. 26-0240BID.

Blue Central Avenue, LLC v. Florida Housing Finance Corporation, Heritage Grove, Ltd., Peace Village, Ltd.; FHFC Case No. 2025-070BP; DOAH Case No. 26-0241BID.

Perrine Apartments, III, Ltd. v. Florida Housing Finance Corporation, Metro Grande I Associates, Ltd., Heritage Grove, Ltd., Peace Village, Ltd., Gallery at Cross Creek, LLC, and Gallery at SoMi Parc Phase Two, LLC; FHFC Case No. 2025-071BP; DOAH Case No. 26-0242BID.

Port Richey Leased Housing Associates V, LLLP v. Florida Housing Finance Corporation, Ardent at Gulf View, LP, Heritage Grove, Ltd., and Peace Village, Ltd.; FHFC Case No. 2025-072BP; DOAH Case No. 26-0244BID.

Bradley Gardens, Ltd. v. Florida Housing Finance Corporation, Ardent at Gulf View, LP, Heritage Grove, Ltd., and Peace Village, Ltd.; FHFC Case No. 2025-073BP; DOAH Case No. 26-0245BID.

1. Background:

- a) These cases concern protests filed against the preliminary awards for RFA 2025-205 SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bond Financing and 4% Housing Credits (the “RFA”). At the December 12, 2025, Board meeting, twelve applications were preliminarily recommended for funding, including Gallery at Cross Creek LLC’s application number 2026-108S (“Gallery at Cross Creek”), Ardent at Gulf View, LP’s application number 2026-133SA (“Ardent”), RPV Parcel E, LP’s application number 2026-090BSA (“RPV”), TWG Citrus, LP’s application number 2026-071SA (“Citrus Gardens”), Heritage Grove, Ltd.’s application number 2026-150BSA (“Heritage”), and Peace Village, Ltd.’s application number 2026-112SA (“Peace Village”), and Magnolia Gardens, application number 2026-085BS (“Magnolia Gardens.”).
- b) Benschley Manor, Ltd.’s and Benschley Manor Developer, LLC’s application number 2026-076BSA (“Benschley”), CGPA Parcel B, LP’s application number 2026-115BSA (“CGPA”), Autumn Palms North Port, Ltd.’s application number 2026-141BSA (“Autumn Palms”), Blue Central Avenue, LLC’s application number 2026-102SA (“Blue Central”), Perrine Apartments, III, Ltd.’s application number 2026-121BSA (“Perrine”), Metro Grande I Associates, Ltd.’s application number 2026-082SA (“Metro Grande”), Gallery at SoMi Parc Phase Two, LLC’s application number 2026-108S (“Gallery at SoMi”), Port Richey Leased Housing Associates V, LLLP’s application number 2026-092SA (“Port Richey”), and Bradley Gardens, Ltd.’s application number 2026-154BSA (“Bradley Gardens”) were all deemed eligible but were not selected for funding according to the RFA funding selection process.

LEGAL

Action

- c) Benschley, Autumn Palms, Blue Central, Perrine, Port Richey, and Bradley Gardens timely filed Formal Written Protests and Petitions for Administrative Hearing (the “Petitions”) challenging Florida Housing’s preliminary funding determinations under the RFA.
- d) Florida Housing issued a Notice to Bidders informing all bidders that their substantial interests might be affected by the Petitions. Heritage, Peace Village, RPV, CGPA, Citrus Gardens, Metro Grande, Gallery at Cross Creek, Gallery at SoMi, and Ardent timely intervened in the matter. The Petitions were referred to the Division of Administrative Hearings (“DOAH”) on January 14, 2026.
- e) Prior to the Final Hearing, on January 15, 2026, Magnolia Gardens, application number 2026-085BS, accepted an invitation into credit underwriting for an award of funding in RFA 2025-204 SAIL Financing for the Preservation of Elderly Developments. Pursuant to the RFA, and by stipulation of the Parties, Magnolia Gardens was rendered ineligible to receive an award of funding in this RFA upon acceptance of the alternative funding award.
- f) Prior to the Final Hearing, on February 10, 2026, Gallery at SoMi accepted an invitation into credit underwriting for an award of funding in RFA 2025-213 Live Local SAIL Financing for Mixed Income, Mixed-Use, and Urban Infill Developments. Pursuant to the RFA, and by stipulation of the Parties, Gallery at SoMi was rendered ineligible to receive an award of funding in this RFA upon acceptance of the alternative funding award.
- g) Prior to the Final Hearing, all Parties to the proceeding stipulated that Gallery at Cross Creek’s application was ineligible to receive an award of funding in this RFA. Also, prior to the Final Hearing, Citrus Gardens stipulated that, while Citrus Garden’s application remains eligible for funding, it was not entitled to its Proximity Point Preference.

2. **Present Situation:**

- a) The Final Hearing was conducted via Zoom on February 13, 17, 18, and 25, 2026, before DOAH Administrative Law Judge Bruce Culpepper (the "ALJ"). Because of the pre-hearing stipulations between the Parties, the claims raised by Autumn Palms, Blue Central, and Perrine were not actively litigated at the Final Hearing, leaving the issues raised by Benschley, Port Richey, and Bradley Gardens as the focus of the hearing. Specifically, the issues heard at hearing included:
 - (1) whether RPV satisfied the RFA's site control requirements;
 - (2) whether Benschley was entitled to its claimed grocery store proximity points; and
 - (3) whether Ardent satisfied the RFA's management company experience requirements.

LEGAL

Action

- b) On May 5, 2026, the ALJ issued a Recommended Order, a copy of which is attached as [Exhibit B](#). The ALJ found that RPV met the RFA's site control requirements and remained eligible for funding; that Benschley's application was entitled to claim its grocery store proximity points and maintained its Proximity Point Preference; that Ardent failed to satisfy the RFA's management company experience requirements and was ineligible for funding; and, based upon the prior stipulations, Magnolia Gardens, Gallery at SoMi, and Gallery at Cross Creek were ineligible to receive funding, and Citrus Gardens remained eligible but was not entitled to the RFA's Proximity Point Preference. The Recommended Order also included a finding regarding CGPA's proximity points. As explained below, Florida Housing filed a Limited Exception to that finding because the Parties stipulated that no issues were being pursued against CGPA, and CGPA's proximity points were not tried at the Final Hearing.
- c) On May 14, 2026, Benschley filed exceptions to the ALJ's Recommended Order, a copy of which is attached as [Exhibit C](#). Florida Housing filed a response in opposition to Benschley's exceptions on May 26, 2026, and RVP and CGPA joined in Florida Housing's response. Copies of the response and joinder are attached as [Exhibit D](#) and [Exhibit E](#).
- d) On May 15, 2026, Florida Housing filed a Limited Exception to the Recommended Order, a copy of which is attached as [Exhibit F](#). In its Limited Exception, Florida Housing notes that the Parties had stipulated that no issues were being pursued against CGPA, and the Recommended Order incorrectly states that Florida Housing determined CGPA was improperly awarded proximity points. No responses or objections were filed to Florida Housing's Limited Exception.
- e) If the Board adopts staff's recommendations, Ardent will be deemed ineligible for funding. In addition, Gallery at Cross Creek, Gallery at SoMi, and Magnolia Gardens will be ineligible based upon the Parties' stipulations, and Citrus Gardens will remain eligible but will not receive the Proximity Point Preference. Attached as [Exhibit G](#) is a spreadsheet showing the resulting preliminary funding awards under the RFA's sorting and selection process.

3. **Recommendation:**

- a) Staff recommends the Board adopt Florida Housing's Limited Exception to the Recommended Order, reject Benschley's Exceptions to the Recommended Order, adopt the remaining Findings of Fact, Conclusions of Law, and Recommendation of the Recommended Order except as modified by Florida Housing's Limited Exception, and issue a Final Order consistent therewith.

LEGAL

Action

C. In re: Resolutions 2026-01 and 2026-02; Signature Authority

1. **Background:**

- a) During the ordinary course of business, situations arise wherein an authorized signature is needed by the Corporation on routine financial documents, and other routine program documents, and to effectuate bond transactions. Through a series of prior resolutions, the Board has previously delegated signature authority to the Executive Director, Chief Financial Officer, General Counsel, and Comptroller to execute Corporation-issued bonds and related documents, delegated authority for certain officers and staff to execute routine documents necessary for the operation of Florida Housing, and has designated certain Corporation staff as Assistant Secretaries for the limited purpose of attesting signatures to or certifying those documents.

2. **Present Situation:**

- a) Draft Resolutions 2026-001 and 2026-002 ([Exhibit H](#) & [Exhibit I](#)), update the Corporation's signature authority resolutions to include the Chief Operating Officer and to clarify certain federal program and certification authority.

3. **Recommendation:**

- a) Staff recommends that the Board adopt Resolutions 2026-001 and 2026-002.

MULTIFAMILY PROGRAMS - ALLOCATIONS

Action

III. MULTIFAMILY PROGRAMS - ALLOCATIONS

A. Request to Re-Allocate SAIL Funding Remaining from RFA 2026-102

1. Background:

- a) On December 16, 2025, staff issued RFA 2026-102, offering \$17,975,071 in State Apartment Incentive Loan (SAIL) funding for Non-Profit Applicants proposing new construction to create new housing to provide Permanent Supportive Housing as defined in section 420.0004(13), F.S.
- b) At the May 1, 2026, Board Meeting, the Board approved:
 - (1) The scoring results of the one Application that was submitted in response to the RFA. There were no eligible Applications;
 - (2) Staff's request to utilize \$1,359,700 of the \$17,975,071 available in RFA 2026-102 to fund an additional Disabling Condition Demographic development from RFA 2026-106; and
 - (3) Staff's request to continue ongoing research to develop an approach for the utilization of the remaining funding.
- c) A formal protest was filed but has since been dismissed.

2. Present Situation:

- a) Staff recommends reissuing RFA 2026-102 with an available funding amount of up to \$9,000,000. Before reissuing the RFA, staff will incorporate provisions for additional technical assistance to successful Applicants during credit underwriting, and re-workshop the RFA requirements.
- b) With the remaining \$7,615,371 from RFA 2026-102 (and any funding remaining from the re-issuance of RFA 2026-102), staff proposes to allocate this funding to buy down existing 60% AMI units in Permanent Supportive Housing developments to Extremely Low Income levels, to assist developments in Florida Housing's portfolio that have lost rental assistance or other federal resources necessary for the developments' financial viability.

3. Recommendation:

- a) Authorize staff to proceed with re-issuance of RFA 2026-102, utilizing up to \$9,000,000 in SAIL funding, and authorize the Chief Financial Officer to establish a review committee for the RFA and to make recommendations for awards to the Board.
- b) Authorize staff to allocate the remaining \$7,615,371 (and any funding remaining from the re-issuance of RFA 2026-102) to support the buydown of 60% AMI units to Extremely Low Income units in existing Permanent Supportive Housing developments.

MULTIFAMILY PROGRAMS - ALLOCATIONS

Action

B. 2026-2027 Tentative Funding Amounts and Timeline for Request for Applications (RFAs) for Multifamily Developments

1. Background:

- a) During the remainder of 2026 and first half of 2027, the Corporation expects to offer the following funding through various RFAs as set forth in a tentative 2026-2027 Funding Amounts/Timeline plan;
- b) Estimated \$63,450,000 million in Live Local Tax Credit Program funding for implementation of Section 420.50872, F.S.; \$25,000,000 will be utilized for large scale projects of significant regional impact, as authorized by the Florida Legislature through the Live Local Act and the remaining \$38,450,000 will be utilized as traditional SAIL funding under Section 420.5087, F.S. as outlined in (c) below;
- c) SAIL Funding includes approximately (1) \$70,354,000 anticipated from the 2026 legislative appropriation, (2) \$38,450,000 from the Live Local Tax Credit Program (as described in (b) above), and (3) \$69,646,000 of program income, split by the demographic and geographic categories in accordance with the 2025 Rental Market Needs Study and Sec. 420.5087, Florida Statutes;
 - (1) Demographic
 - 5% Farmworker/Commercial Fishing Worker
 - 10% Homeless Households
 - 10.3% Persons with Special Needs
 - 29.8% Elderly (includes 10% for Elderly Preservation)
 - 44.9% Families
 - (2) Geographic
 - 10% Small Counties
 - 32.9% Medium Counties
 - 57.1% Large Counties
- d) Estimated \$7,315,781 in Live Local Innovative SAIL funding (remaining from prior years' appropriations/returned funding) for innovative projects, authorized by the 2025 Florida Legislature through the Live Local Act;
- e) Estimated \$11 million of National Housing Trust Fund (NHTF);
- f) Estimated \$82,760,000 in Housing Credit (HC) allocation (anticipated 2026 Annual Allocation of HC), split by the following demographic and geographic categories as set forth in accordance with the 2026 Qualified Allocation Plan;

MULTIFAMILY PROGRAMS - ALLOCATIONS

Action

(1) Demographic

- 5% High Priority as defined by the Board:
- Per the Qualified Allocation Plan, 5% of the competitive Housing Credit allocation is designated as High Priority, as defined by the Board. Staff recommends utilizing this funding for a revitalization RFA
- 5% Persons with a Disabling Condition

(2) Remaining split by the following geographic areas:

- 2.61% Small Counties
- 32.90% Medium Counties (includes one Homeless Demographic Award)
- 64.49% Large Counties (includes one Homeless Demographic Award)

g) Estimated \$11.9 Million in SAIL Workforce Housing funding remaining from prior years' RFA cycles.

2. Present Situation:

a) A summary of the funding available and the awards made for Housing Credits, SAIL and Live Local SAIL for the 2025-2026 RFA Cycle are presented in [Exhibit A](#). The Tentative 2026-2027 Funding Amounts/Timeline plan, outlining the tentative timeframes for the various RFAs for which staff expects to hold workshops and issue through the remainder of 2026 and into the first half of 2027, with the estimated funding amounts reflected above is attached as [Exhibit B](#). In addition, the 2027 Estimated Housing Credit Allocation and the 2026-2027 SAIL Allocation Amounts are attached as [Exhibit C](#).

3. Recommendation:

a) Authorize staff to proceed with the development of various RFAs and authorize the Chief Financial Officer to establish a review committee for each RFA, as each RFA is issued, to make recommendations for award to the Board.

PROFESSIONAL SERVICES SELECTION (PSS)

Action

IV. PROFESSIONAL SERVICES SELECTION (PSS)

A. Request for Proposals (RFP) 2026-08, for Auditing Services

1. Background:

- a) On April 27, 2026, Florida Housing staff issued a competitive solicitation for qualified firms to provide Auditing Services. A review committee was established to review and score the responses and make a recommendation to the Board.

2. Present Situation:

- a) The deadline for receipt of responses was 2:00 p.m., May 27, 2026. A copy of the RFP is provided as [Exhibit A](#).
- b) Two proposals were received from:
 - CliftonLarsonAllen LLP
 - Ernst & Young LLP
- c) Members of the review committee were Denise Monzingo, Assistant Comptroller (Chairperson); Kenny Derrickson, Assistant Comptroller; and Tammy Mixon, Program Accounting Administrator.
- d) Each member of the review committee independently reviewed and scored the proposals prior to convening for the review committee meeting, which was held at 10:00 a.m., June 15, 2026.
- e) At the June 15th meeting, the review committee provided final scores for each of the proposals in accordance with the evaluation criteria set forth in Section Seven of the RFP. The score sheet is provided as [Exhibit B](#).
- f) Ernst & Young LLP received 276 total points, and CliftonLarsonAllen LLP received 273 total points. Two of the three review committee members scored CliftonLarsonAllen LLP higher than Ernst & Young LLP in their individual evaluations.
- g) Section Seven of the RFP provides that the Board may consider the Responses, the Committee's scoring, the non-scored items in the Responses, any recommendation provided by the Committee or staff, and any other information the Board deems relevant in selecting a Respondent for award. Section Three, paragraph D.5. of the RFP reserves Florida Housing's right to select for contract negotiation or award a Response other than the Response with the highest score to serve the best interests of Florida Housing and the public.

3. Recommendation:

- a) The review committee recommends that Florida Housing enter into contract negotiations with CliftonLarsonAllen LLP. Should negotiations with that firm fail, the committee recommends entering into contract negotiations with Ernst & Young LLP.

PROFESSIONAL SERVICES SELECTION (PSS)

Action

B. Single Source Procurement for Affordable Housing Catalyst Program Services

1. Background:

- a) Florida Housing is authorized to administer the Affordable Housing Catalyst Program (Catalyst) under Ch. 2004-243, Laws of Florida, which amended s. 420.531, F.S.
- b) The Affordable Housing Catalyst Program provides training and technical assistance mainly to local governments and community-based organizations on state and federal housing programs. The training and technical assistance includes administration and implementation of the State Housing Initiatives Partnership (SHIP) Program, the HOME Investment Partnerships (HOME) Program, the State Apartment Incentive Loan (SAIL) Program, and other affordable housing programs, including the Hurricane Housing Recovery Program (HHRP). The training and technical assistance services now include information and education to help local governments and other Catalyst services recipients understand and implement applicable components of the Live Local Act. Typically, the Catalyst Program is funded using state appropriated funds.
- c) The technical assistance provided through Catalyst allows local governments, not-for-profit organizations and other stakeholders engaged in the development and preservation of affordable housing to access expertise in a variety of subjects and formats. Subjects may include, but are not limited to, specific program management for SHIP, HHRP, HOME, SAIL, and other housing programs; affordable housing developer-specific topics; land use; and housing for persons with special needs. Technical assistance and trainings are provided through onsite direct technical assistance, in-person workshops, webinars, email, and phone. A major focus of Catalyst is providing these services to local government staff engaged in the management of the SHIP and HHRP programs.
- d) Section 420.531, F.S., also outlines the requirements for the entity providing technical assistance, stating in pertinent part, “To the maximum extent feasible, the entity to provide the necessary expertise must be recognized by the Internal Revenue Service as a nonprofit tax-exempt organization. It must have as its primary mission the provision of affordable housing training and technical assistance, an ability to provide training and technical assistance statewide, and a proven track record of successfully providing training and technical assistance under the Affordable Housing Catalyst Program.”
- e) Based on staff's review, the only firm that meets all of these statutory requirements is the Florida Housing Coalition, Inc.

2. Present Situation:

- a) The current contract provides the following services:
 - Telephonic and e-mail assistance that is available to all stakeholders;
 - On- and off-site technical assistance visits (primarily for local governments and non-profit developers);
 - Statewide in-person workshops; and
 - Webinars.

PROFESSIONAL SERVICES SELECTION (PSS)

Action

- b) The current contract for these services with the Florida Housing Coalition, Inc., expires on June 30, 2026, and Florida Housing has a continuing need for these services.

3. **Recommendation:**

- a) Authorize staff to enter into a one-year single source contract with the Florida Housing Coalition, Inc., to deliver affordable housing training and technical assistance under the Catalyst Program.

Documentary Stamp Tax & Other Program Appropriations
1992/1993 through 2026/2027

PROGRAM NAME	1992 / 1993 to 2009 / 2010 & reallocations	2010 / 2011	2011 / 2012	2012 / 2013	2013 / 2014	2014 / 2015	2015 / 2016	2016 / 2017	2017 / 2018
State Housing Trust Fund									
State Apartment Incentive Loan (SAIL)	\$ 501,830,722	\$ -	\$ -	\$ -	\$ -	\$ 57,660,000	\$ 59,300,000	\$ 54,315,000	\$ 9,500,000
Homeownership Assistance / Hometown Heroes	161,398,100	37,500,000	-	-	-	-	-	-	8,085,000
HOME Investment Partnerships (HOME)	19,683,000	-	-	-	-	-	-	-	-
Predevelopment Loan (PLP)	13,288,200	-	-	-	-	-	-	-	-
ELI & Special Needs	62,619,790	-	-	10,000,000	-	10,000,000	10,000,000	10,000,000	10,000,000
Hurricane Funding	65,283,171	-	-	-	-	-	-	-	-
Farmworker & Special Needs (SHADP)	5,153,305	-	-	-	-	-	-	-	-
Catalyst Program	3,517,400	-	-	-	-	-	400,000	-	-
Housing Data Clearinghouse	1,392,938	-	-	-	-	-	300,000	285,000	315,000
Affordable Housing Study Commission / Task Force	801,153	-	-	-	-	-	-	-	100,000
Project Independence & Soldiers to Scholars	1,050,000	-	-	-	-	-	-	-	-
Guarantee Fund Debt Service	73,150,209	-	-	-	-	-	-	-	-
State Housing Initiatives Partnership (SHIP)	33,244,086	-	-	-	-	-	-	-	-
Technical Assistance	100,000	-	-	-	-	-	-	-	-
Guarantee Program Feasibility Study	100,000	-	-	-	-	-	-	-	-
Transfer to Community Contribution Tax Credit	2,500,000	-	-	-	-	-	-	-	-
SHIP Compliance Monitoring	200,000	-	-	-	-	-	-	-	-
Administration	13,310,958	-	-	-	-	-	-	-	-
TOTAL SHTF Appropriations	\$ 958,623,032	\$ 37,500,000	\$ -	\$ 10,000,000	\$ -	\$ 67,660,000	\$ 70,000,000	\$ 64,600,000	\$ 28,000,000
Sweeps to General Revenue	\$ 274,441,060	\$ 25,921,198	\$ 56,343,754	\$ 29,815,000	\$ 52,730,000	\$ 14,298,030	\$ 6,000,000	\$ 30,414,438	\$ 59,270,000
Local Government Housing Trust Fund									
State Housing Initiatives Partnership (SHIP)	\$ 1,929,425,062	\$ -	\$ -	\$ -	\$ -	\$ 96,000,000	\$ 101,000,000	\$ 129,800,000	\$ 94,225,000
Catalyst Program	-	-	-	-	-	-	-	500,000	500,000
Hurricane Funding	253,150,000	-	-	-	-	-	-	-	-
Homeless Programs - DCF & DEO	53,236,805	-	-	-	-	4,000,000	4,000,000	5,200,000	5,200,000
SHIP Compliance Monitoring	2,600,302	-	-	-	-	-	-	-	-
Housing Data Clearinghouse	1,022,950	-	-	-	-	-	-	-	-
Preservation Pilot Program	4,899,900	-	-	-	-	-	-	-	-
Community Workforce Housing Innovation Pilot	14,872,892	-	-	-	-	-	-	-	-
State Apartment Incentive Loan (SAIL)	13,055,231	-	-	-	-	-	-	-	9,000,000
Public Housing Mitigation Initiative	1,000,000	-	-	-	-	-	-	-	-
Florida Supportive Housing Coalition	-	-	-	-	-	-	-	-	75,000
TOTAL LGHTF Appropriations	\$ 2,273,263,142	\$ -	\$ -	\$ -	\$ -	\$ 100,000,000	\$ 105,000,000	\$ 135,500,000	\$ 109,000,000
Sweeps to General Revenue	\$ 611,155,877	\$ 148,388,802	\$ 133,187,355	\$ 66,845,000	\$ 151,400,000	\$ 91,853,337	\$ 75,000,000	\$ 86,500,000	\$ 95,130,000
Total SHTF & LGHTF Appropriations	\$ 3,231,886,174	\$ 37,500,000	\$ -	\$ 10,000,000	\$ -	\$ 167,660,000	\$ 175,000,000	\$ 200,100,000	\$ 137,000,000
Total Sweeps to General Revenue	\$ 885,596,937	\$ 174,310,000	\$ 189,531,109	\$ 96,660,000	\$ 204,130,000	\$ 106,151,367	\$ 81,000,000	\$ 116,914,438	\$ 154,400,000

Documentary Stamp Tax & Other Program Appropriations
1992/1993 through 2026/2027

PROGRAM NAME	2018 / 2019	2019 / 2020	2020 / 2021	2021 / 2022	2022 / 2023	2023 / 2024	2024 / 2025	2025 / 2026	2026 / 2027
State Housing Trust Fund									
State Apartment Incentive Loan (SAIL)	\$ 36,465,000	\$ 27,621,000	\$ 102,925,000	\$ 62,165,000	\$ 52,904,000	\$ 107,960,000	\$ 83,617,000	\$ 70,805,510	\$ 70,354,000
Live Local SAIL	-	-	-	-	-	150,000,000	150,000,000	-	-
Homeownership Assistance / Hometown Heroes	-	-	-	-	75,000,000	-	-	-	-
ELI & Special Needs	-	3,104,000	11,500,000	-	-	-	-	-	-
Hurricane Funding	-	50,000,000	-	-	-	-	-	-	-
Catalyst Program	-	-	250,000	-	-	660,000	-	-	-
Housing Data Clearinghouse	300,000	315,000	325,000	335,000	346,000	380,000	383,000	394,490	416,000
TOTAL SHTF Appropriations	\$ 36,765,000	\$ 81,040,000	\$ 115,000,000	\$ 62,500,000	\$ 128,250,000	\$ 259,000,000	\$ 234,000,000	\$ 71,200,000	\$ 70,770,000
Sweeps to General Revenue	\$ 54,600,000	\$ 10,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Government Housing Trust Fund									
State Housing Initiatives Partnership (SHIP)	\$ 43,950,000	\$ 45,060,000	\$ -	\$ 146,136,400	\$ 208,911,400	\$ 252,000,000	\$ 173,336,400	\$ 163,136,400	\$ 165,006,400
Hurricane Funding	-	65,000,000	30,000,000	-	-	25,000,000	-	-	-
Catalyst Program	500,000	500,000	-	563,600	563,600	-	663,600	663,600	663,600
State Apartment Incentive Loan (SAIL)	42,390,000	-	-	-	-	-	-	-	-
Veterans Grants	-	1,000,000	-	-	-	-	-	-	-
TOTAL LGHTF Appropriations	\$ 86,840,000	\$ 111,560,000	\$ 30,000,000	\$ 146,700,000	\$ 209,475,000	\$ 277,000,000	\$ 174,000,000	\$ 163,800,000	\$ 165,670,000
Sweeps to General Revenue	\$ 127,400,000	\$ 115,000,000	\$ 322,450,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total SHTF & LGHTF Appropriations	\$ 123,605,000	\$ 192,600,000	\$ 145,000,000	\$ 209,200,000	\$ 337,725,000	\$ 536,000,000	\$ 408,000,000	\$ 235,000,000	\$ 236,440,000
Total Sweeps to General Revenue	\$ 182,000,000	\$ 125,000,000	\$ 322,450,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Additional Appropriations

General Revenue	2018 / 2019	2019 / 2020	2020 / 2021	2021 / 2022	2022 / 2023	2023 / 2024	2024 / 2025	2025 / 2026	2026 / 2027
Homeownership Assistance / Hometown Heroes	\$ -	\$ -	\$ -	\$ -	\$ 25,000,000	\$ 100,000,000	\$ 100,000,000	\$ 50,000,000	\$ 50,000,000
Hurricane Funding	-	-	-	-	150,000,000	-	-	-	-
Live Local SAIL	-	-	-	-	-	-	-	150,000,000	-
Total General Revenue	\$ -	\$ -	\$ -	\$ -	\$ 175,000,000	\$ 100,000,000	\$ 100,000,000	\$ 200,000,000	\$ 50,000,000

Attorney General Settlement Funds¹	2012 / 2013
State Apartment Incentive Loan (SAIL) Elder, ELI, DD	\$ 60,000,000
State Housing Initiatives Partnership (SHIP)	40,000,000
Homeownership Assistance (HAP)	35,000,000
Homeless & DD Grants	20,000,000
Foreclosure Counseling	10,000,000
Total Attorney General Settlement Funds	\$ 165,000,000

Guarantee Fund (back of the bill appropriations)²	2016 / 2017	2017 / 2018
State Apartment Incentive Loan (SAIL) Elder, ELI, DD	\$ 38,850,000	\$ 73,000,000
State Apartment Incentive Loan (SAIL) Workforce	-	40,000,000
Total Guarantee Fund	\$ 38,850,000	\$ 113,000,000

¹ LBC amendment - 01/2013; SB 1852 - signed 06/2013

² 16/17 appropriation did not include a dollar amount. Amount listed is the amount actually available and used.

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

AUTUMN PALMS NORTH PORT,
LTD.,

Petitioner,

vs.

Case No. 26-1168BID

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent,

and

ZEPHYRHILLS JSGL HOUSING
PARTNERS LP,

Intervenor.

_____ /

RECOMMENDED ORDER

This case came before Administrative Law Judge (“ALJ”) John G. Van Laningham, Division of Administrative Hearings (“DOAH”), for final hearing by Zoom conference on April 2, 2026.

APPEARANCES

For Petitioner: Michael P. Donaldson, Esquire
Aaron C. Dunlap, Esquire
Carlton Fields, P.A.
215 South Monroe Street, Suite 500
Tallahassee, Florida 32301

For Respondent: Cecilie Dale Sykes, Esquire
Ethan Katz, Esquire
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301

For Intervenor: Magdalena Anna Ozarowski, Esquire
Michael J. Glazer, Esquire
Ausley McMullen
123 South Calhoun Street
Tallahassee, Florida 32301

STATEMENT OF THE ISSUES

The issues are whether Respondent’s intended action—deeming Intervenor’s application eligible for funding and preliminarily selecting it for an award under Request for Applications 2025-201—was contrary to the governing solicitation requirements and applicable rules with respect to (i) the Development Location Point, (ii) site control, and (iii) the sufficiency of the financing proposal documentation; and, if so, whether the proposed action was clearly erroneous, contrary to competition, arbitrary, or capricious.

PRELIMINARY STATEMENT

On October 22, 2025, Respondent Florida Housing Finance Corporation (“FHFC”) issued Request for Applications 2025-201 (the “RFA”), a competitive solicitation through which FHFC sought to award low-income housing tax credits to affordable-housing developments located in small and medium counties. FHFC received 72 applications in response to the RFA. The Review Committee evaluated the applications and recommended that 69 be deemed eligible and three be deemed ineligible. Nine eligible applications were preliminarily recommended for funding. On January 30, 2026, FHFC’s Board of Directors (“Board”) adopted those recommendations.

Petitioner Autumn Palms North Port, Ltd. (“Autumn Palms” or “Petitioner”), submitted Application No. 2026-238C. FHFC deemed Autumn Palms eligible but did not preliminarily select it for funding. Intervenor Zephyrhills JSGL Housing Partners, LP (“Intervenor” or “Zephyrhills JSGL

Housing Partners, LP”), submitted Application No. 2026-190C. FHFC deemed Intervenor eligible and preliminarily selected it for funding.

Autumn Palms timely filed a notice of protest and a formal written protest and petition for administrative hearing, challenging FHFC’s intended award to Intervenor on three grounds: (i) the Development Location Point (“DLP”) listed in the Intervenor application; (ii) the sufficiency of the documentation submitted to demonstrate site control; and (iii) the sufficiency of a financing proposal from Highland Commercial Mortgage included as a funding source on the Development Cost Pro Forma (“Pro Forma”).

FHFC referred the petition to DOAH on March 3, 2026. The case was originally consolidated, by Order entered March 5, 2026, with another protest involving the same RFA, *Ardent Run Apartments, Ltd. v. Florida Housing Finance Corporation*, DOAH Case No. 26-1166BID. On March 11, 2026, Ardent Run filed a Notice of Voluntary Dismissal, and the cases were severed by Order entered the same day, leaving the present case for adjudication. On March 19, 2026, Intervenor filed a Motion to Intervene, which was granted. On March 31, 2026, leave was granted for Autumn Palms to file an Amended Petition correcting a single transposition in the originally pleaded DLP coordinates;¹ the Amended Petition is the operative pleading. The parties filed a Joint Pre-hearing Stipulation on April 1, 2026, identifying numerous stipulated facts, the issues to be tried, and the exhibits to be offered.

The final hearing was held by Zoom conference on April 2, 2026. Petitioner presented the live testimony of Melissa Levy and Michael Allan.

¹ The original Petition pleaded the DLP coordinates as Latitude 28.2457886, Longitude -82.1713736. Those coordinates are, in fact, the coordinates Intervenor supplied for the second Scattered Site, which lie on that adjacent parcel. The amendment substituted the actual DLP coordinates pleaded by Intervenor in its application (Latitude 28.2465579, Longitude -82.1707094) so that the protest as tried matched the application as filed. No new substantive allegation was added.

The affidavit and deposition of professional surveyor and mapper Phillip M. Mould (Petitioner's Exhibits AP-1 and AP-7) were admitted by stipulation in lieu of his live testimony. Intervenor presented the live testimony of Saki Middleton and Alan Morgan. FHFC, having aligned with Petitioner's position by the time of hearing, called no additional witness; Ms. Levy first testified during Petitioner's case and was further examined on direct by counsel for FHFC. Joint Exhibits J-1 through J-8, Petitioner's Exhibits AP-1 through AP-7, and Intervenor's Exhibits JSGL-1 through JSGL-4 were admitted into evidence.

The transcript of the final hearing was filed on April 14, 2026. All parties filed proposed recommended orders on April 24, 2026, which have been considered in the preparation of this Recommended Order. Under the governing time limits, this Recommended Order is due on May 14, 2026.

Unless otherwise indicated, citations to the Florida Statutes and to the Florida Administrative Code refer to the 2025 versions.²

FINDINGS OF FACT

1. FHFC is a public corporation organized pursuant to chapter 420, part V, Florida Statutes. It is the housing credit agency for the State of Florida and is responsible for administering the allocation of low-income housing tax credits, which developers use to finance the construction or rehabilitation of affordable housing. FHFC distributes housing credits through a competitive solicitation process governed by Florida

² The 2025 versions are in force as of the Application Deadline (November 18, 2025), the Board's preliminary funding action (January 30, 2026), and the final hearing (April 2, 2026), and were the versions cited by the parties at hearing and in their proposed recommended orders.

Administrative Code Chapters 67-48 and 67-60 and section 120.57(3), Florida Statutes.

2. FHFC issued the RFA on October 22, 2025. Applications were due on November 18, 2025 (the “Application Deadline”). No party challenged the terms or specifications of the RFA itself.

3. FHFC received 72 applications in response to the RFA. The Review Committee, at its January 14, 2026, meeting, found 69 applications eligible and three ineligible. Through the ranking and selection process outlined in the RFA, nine applications were preliminarily recommended for funding. On January 30, 2026, the Board approved the Review Committee’s eligibility and funding recommendations.

4. Autumn Palms submitted Application No. 2026-238C, an 84-unit family development in Sarasota County. FHFC deemed it eligible but did not select it for funding. Intervenor submitted Application No. 2026-190C, a 76-unit acquisition-and-rehabilitation development in Pasco County. FHFC deemed it eligible and preliminarily selected it for funding.

5. Melissa Levy is FHFC’s managing director of Multifamily Programs. She has worked for FHFC for approximately nine years. Her duties include overseeing preparation of RFAs, supervising the application review process, presenting recommendations to the Board, and managing post-award credit underwriting. Ms. Levy testified at the final hearing and was authorized to speak for the agency. Her testimony, which was credible, candid, and well-supported, is credited in all material respects.

The Development Location Point

6. The RFA requires each applicant to provide a DLP. The RFA states:

Provide a Development Location Point stated in decimal degrees, rounded to at least the sixth decimal place. If the proposed Development consists of Scattered Sites, as of Application Deadline the Development Location Point must affirmatively be established on the site with the most units, as outlined in subsection 67-48.002(34), F.A.C., and

latitude and longitude coordinates for each Scattered Site must also be provided.

7. Rule 67-48.002(34) defines “Development Location Point” as:

[A] single point selected by the Applicant on the proposed Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. For a Development which consists of Scattered Sites, this means a single point on the site with the most units that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development.

8. Ms. Levy credibly explained that the DLP is used by FHFC for two principal purposes: (i) calculating proximity points by measuring the distance from the DLP to qualifying transit and community-service locations; and (ii) enforcing mandatory distance-separation requirements between funded developments in current and future RFA cycles. All such measurements begin with the DLP. FHFC does not prescribe any particular method or tool for deriving DLP coordinates; the choice of methodology is left to the applicant, who bears responsibility for the accuracy of the information supplied.

9. Intervenor’s application identifies the proposed development as a Scattered Site composed of two adjacent parcels. For the DLP, Intervenor supplied the following coordinates: Latitude 28.2465579, Longitude -82.1707094. For the second Scattered Site, Intervenor supplied separate coordinates: Latitude 28.2457886, Longitude -82.1713736.

10. The parties stipulated, and it is found, that the DLP coordinates supplied by Intervenor identify a point located approximately 42 feet north of the property boundary of the proposed development site. The parties further stipulated, and it is found, that the second set of coordinates lies within the boundary of the second Scattered Site.

11. Saki Middleton, a principal of Intervenor, was responsible for completing the location-coordinates section of the application. Mr. Middleton credibly testified that he derived the DLP coordinates by entering the address of the northern parcel into a publicly available web tool (gpscoordinates.org), which returned the coordinates that he then transcribed into the application. Intervenor did not intentionally enter inaccurate coordinates and intended to provide accurate information.

12. Michael Allan, a principal of Autumn Palms, identified the DLP discrepancy while reviewing the Intervenor application. Mr. Allan, who routinely verifies DLP coordinates against site boundaries when preparing his own applications, used Google Earth and county geographic information system ("GIS") resources to determine that Intervenor's DLP did not lie on Intervenor's proposed development site, then sought confirmation from a civil engineer and a licensed surveyor. His testimony was credible and is consistent with the parties' stipulations and with the documentary evidence.

13. Two surveyors testified to the DLP location. Phillip M. Mould, a Florida-licensed professional surveyor and mapper engaged by Autumn Palms, opined by affidavit and in deposition that the DLP coordinates do not lie within the legal description of the proposed development site, and that the shortest distance from the DLP to the nearest property boundary is approximately 42 feet. Alan Morgan, a Florida-licensed professional surveyor and mapper engaged by Intervenor, testified that mapping platforms can produce variable results; that the address-to-coordinate process used by Mr. Middleton produced the same off-site coordinate result; and that an applicant relying on such a tool would have no reason to suspect a 36- to 42-foot discrepancy. Mr. Morgan also performed a limited desktop analysis using other mapping or geospatial sources and opined that, depending on methodology, the point could appear slightly inside the boundary. He did not, however, perform a certified field survey and testified that he would not certify that conclusion. Mr. Morgan further opined that the off-site coordinate

did not yield a proximity-scoring advantage, because a corrected on-site DLP would not reduce Intervenor's proximity score and, under his analysis, might have increased it by one-half point.

14. Neither surveyor provided a certified field survey establishing that the DLP shown in the application is on the proposed development site. Mr. Morgan's limited desktop testimony is credited only to the extent that it shows the variability of mapping methodologies and the absence of any apparent scoring advantage; it is not credited as establishing that the submitted DLP satisfies the RFA's on-site requirement. Mr. Mould acknowledged that his work was a specific-purpose survey rather than a full-boundary survey, but his specific-purpose survey addressed the precise question presented and confirms, consistently with the parties' stipulation, that the submitted DLP is approximately 42 feet north of the property boundary. The dispositive fact is therefore established by the parties' stipulation, the documentary evidence, and the credited survey evidence: the DLP coordinates listed in the Intervenor application do not identify a point on the proposed development site.

Site Control

15. The RFA requires each applicant to demonstrate site control through specified documentation. With respect to an Eligible Contract, the RFA further provides that "[t]he Applicant must be the buyer unless there is an assignment of the eligible contract, signed by the assignor and the assignee, which assigns all of the buyer's rights, title and interests in the eligible contract to the Applicant."

16. In addition, the RFA notes that: "The Corporation has no authority to, and will not, evaluate the validity or enforceability of any site control documentation."

17. Intervenor sought to demonstrate site control through two Purchase and Sale Agreements (the "PSAs"), one for each of the two parcels comprising the proposed development, together with two Amendments to those PSAs

(the “Amendments”). Under both PSAs, the buyer is John Stanley Goodlife, LLC, not the applicant; the named sellers are Heritage Villas of Zephyrhills, Ltd., and Zephyrhills RRH, Ltd. The Amendments contain language purporting to assign the buyer’s rights to the applicant, Zephyrhills JSGL Housing Partners, LP.

18. The parties stipulated, and it is found, that the Amendments are signed by the assignors but are not signed by the assignee, Zephyrhills JSGL Housing Partners, LP. The parties further stipulated that Mr. Middleton and Rohan Gupta, who signed on behalf of the buyer-assignor John Stanley Goodlife, LLC, are also natural-person principals of the applicant.

19. Ms. Levy testified that the RFA language requires execution by both the assignor and the assignee, and that the signature of common principals on behalf of the assignor does not satisfy that requirement when the applicant has not itself executed as assignee. Her testimony on this point was clear, direct, and credible.

20. Mr. Middleton testified that he holds a controlling interest in the buyer, John Stanley Goodlife, LLC, and is also the sole natural-person general partner and authorized signatory of the applicant. He further testified that the buyer and seller agreed to assign the buyer’s rights to the applicant and that, in his view, the omission of a separate assignee signature block did not defeat site control because the parties’ intent and common control were clear. The testimony established only Mr. Middleton’s subjective view of the assignment’s legal effect; the documentary fact—the absence of the applicant’s signature as assignee—is undisputed.

21. Based on the admitted exhibits, the parties’ stipulations, and the testimony at hearing, it is found that the Amendments contain assignment language purporting to transfer the buyer’s rights to the applicant, but that the Amendments were not signed by Zephyrhills JSGL Housing Partners, LP, as assignee.

Financing Proposal and Pro Forma

22. The RFA requires each applicant to submit a Pro Forma in which funding sources equal or exceed uses. The Intervenor Pro Forma includes, as funding sources, First Mortgage Financing of approximately \$7,153,040 (Construction/Rehab) and \$2,806,679 (Permanent) from a Regulated Mortgage Lender.

23. For a non-Corporation funding source, i.e., other than FHFC funding, to be counted on the Pro Forma, the RFA requires that the financing-proposal documentation contain the following:

- Amount of the construction loan, if applicable;
- Amount of the permanent loan, if applicable;
- Specific reference to the Applicant as the borrower or direct recipient; and
- Signature of lender.

24. As Attachment 11 to its application, Intervenor submitted a financing proposal from Highland Commercial Mortgage (the “Highland Proposal”), dated November 11, 2025. The Highland Proposal references a construction bridge loan of \$7,153,040 and a permanent loan of \$2,806,700, amounts that correspond substantially to the first-mortgage financing reflected on the Intervenor Pro Forma. The body of the Highland Proposal states that the preliminary application request was submitted by “John Stanley (‘Borrower’)” to Highland.

25. The parties stipulated, and it is found, that Zephyrhills JSGL Housing Partners, LP, is not specifically named in the Highland Proposal as the borrower or direct recipient of the funds. The parties further stipulated that, if the first-mortgage financing reflected by the Highland Proposal is removed from the Pro Forma, sources would not equal or exceed uses, resulting in a funding shortfall.

26. The Highland Proposal identifies the project as “Heritage Villas/Cypress Green,” located at 39073 Heritage Circle and 6036 Green Drive, Zephyrhills, Florida 33542, and classifies it as a low-income housing

multifamily development. However, in the Intervenor application, the project is named “Zephyrhills” and not “Heritage Villas” or “Cypress Green,” which are the commonly recognized names of the existing developments mentioned in the underlying PSAs. In addition, the Highland Proposal is directed to “Saki Middleton” and “John Stanley,” instead of Zephyrhills JSGL Housing Partners, LP, and, as mentioned, it identifies Mr. Stanley—not the applicant—as “Borrower.”

27. Mr. Middleton testified that the Highland Proposal should be understood to pertain to the Intervenor application because of its references to the project addresses, the project names, the loan amounts reflected in the Pro Forma, and the controlling principals to whom the letter is addressed. When asked where in the Highland Proposal the applicant was specifically referenced, Mr. Middleton was unable to identify any place in the letter where Zephyrhills JSGL Housing Partners, LP, was named as borrower or direct recipient. Mr. Middleton further acknowledged that the RFA requires the financing letter to specifically reference the applicant as the recipient of funding.

28. Based on the admitted exhibits, the parties’ stipulations, and the testimony at hearing, it is found that the Highland Proposal does not specifically reference Zephyrhills JSGL Housing Partners, LP, as the borrower or direct recipient of the proposed financing.

FHFC’s Position and Funding Consequence

29. By the time of the final hearing, FHFC’s litigation position had aligned with that of Petitioner. Through Ms. Levy, FHFC took the position that none of the three defects identified by Petitioner is a waivable minor irregularity. FHFC’s Proposed Recommended Order seeks the same disposition Petitioner seeks: that the Intervenor application be deemed ineligible.

30. Ms. Levy further testified, and no contrary evidence was presented, that under the scoring and ranking system applicable to the RFA, Autumn

Palms would be next in line for funding if the Intervenor application were removed from the funding pool.

31. In sum, the historical facts material to the three challenged eligibility items are largely undisputed and are established either by the parties' stipulation, by the documents themselves, or by credible testimony: (i) the DLP listed in the Intervenor application is not on the proposed development site; (ii) the Amendments to the PSAs submitted as evidence of site control were not signed by the applicant as assignee; and (iii) the Highland Proposal does not specifically reference the applicant as borrower or direct recipient.

CONCLUSIONS OF LAW

32. DOAH has jurisdiction over the parties and the subject matter of this competitive-procurement protest pursuant to sections 120.569, 120.57(1), and 120.57(3). *See also* Fla. Admin. Code R. 67-60.009(2). FHFC's intended funding decision under the RFA determines the substantial interests of Autumn Palms, Intervenor, and FHFC; each party therefore has standing to participate in this proceeding.

33. Under section 120.57(3)(f), the burden of proof rests with the party opposing the proposed agency action—here, Autumn Palms. *State Contracting & Eng'g Corp. v. Dep't of Transp.*, 709 So. 2d 607, 609 (Fla. 1st DCA 1998). The burden of persuasion is by a preponderance of the evidence as to the historical facts. The substantive standard against which the agency's action is measured is set out in section 120.57(3)(f), which provides:

[T]he administrative law judge shall conduct a de novo proceeding to determine whether the agency's proposed action is contrary to the agency's governing statutes, the agency's rules or policies, or the solicitation specifications. The standard of proof for such proceedings shall be whether the proposed agency action was clearly erroneous, contrary to competition, arbitrary, or capricious.

34. Petitioner thus must prove, by a preponderance of the evidence, that FHFC's proposed action is (i) contrary to FHFC's governing statutes, rules, or policies, or to the RFA's specifications, and (ii) clearly erroneous, contrary to competition, arbitrary, or capricious. § 120.57(3)(f), Fla. Stat.; *AT&T Corp. v. State, Dep't of Mgmt. Servs.*, 201 So. 3d 852, 854 (Fla. 1st DCA 2016). The de novo nature of the proceeding does not transform the protest into a fresh procurement; rather, it is a form of intra-agency review of the agency's challenged action. *State Contracting*, 709 So. 2d at 609; *J.D. v. Fla. Dep't of Child. & Fams.*, 114 So. 3d 1127, 1132-33 (Fla. 1st DCA 2013); *Intercontinental Props., Inc. v. Dep't of HRS*, 606 So. 2d 380, 386 (Fla. 3d DCA 1992).

35. The RFA and the governing rules treat eligibility as a threshold matter. Rule 67-60.006(1) provides that an applicant's failure to supply required information "shall be grounds for a determination of nonresponsiveness with respect to its Application" and that, upon such a determination, "the Application shall be considered ineligible." The RFA, in turn, provides that only applications meeting all eligibility items will be considered for funding selection.

36. FHFC must apply the RFA according to its plain terms. An applicant who has failed to comply with an unambiguous solicitation provision cannot defend by retreating to an unreasonable interpretation of the relevant requirement, and material informational omissions are properly treated as non-waivable rather than as minor irregularities. *See Heritage Oaks, LLP v. Madison Pointe, LLC*, 277 So. 3d 215 (Fla. 1st DCA 2019). Where an agency departs from materially similar precedent, it must have a sound basis for doing so. *Villa Capri Assocs., Ltd. v. Fla. Hous. Fin. Corp.*, 23 So. 3d 795 (Fla. 1st DCA 2009); *see also* § 120.68(7)(e), Fla. Stat. These principles inform, but do not alter, the analysis here.

37. Because eligibility is a threshold matter, any one material deviation that renders the Intervenor application nonresponsive is sufficient to require

that FHFC's intended award be set aside. Petitioner is not required to prevail on all three protest grounds.

38. Intervenor's principal defense is that any defects in its application were no more than "minor irregularities" that FHFC either could or should have waived. Rule 67-60.008 defines "minor irregularity" as a variation in an application that (i) does not result in the omission of any material information; (ii) does not create any uncertainty that the terms and requirements of the competitive solicitation have been met; (iii) does not provide a competitive advantage or benefit not enjoyed by other applicants; and (iv) does not adversely impact the interests of FHFC or the public. The same rule provides that minor irregularities "may be waived or corrected by the Corporation."

39. The authority to waive a minor irregularity is discretionary, not mandatory. Even where a defect could be characterized as minor, FHFC has the right, not the duty, to waive it. Intervenor therefore cannot prevail merely by showing that one or more defects were potentially waivable; it would have to demonstrate, at a minimum, that FHFC's decision not to treat the defect as waivable was clearly erroneous, contrary to competition, arbitrary, or capricious. Whether any of the three defects alleged by Petitioner qualifies as a waivable minor irregularity under rule 67-60.008 is determined by applying that rule's four criteria to each defect in turn.

The Development Location Point

40. The first disputed issue is whether the DLP listed in the Intervenor application satisfies the RFA. The RFA and rule 67-48.002(34) require, in unambiguous terms, that the DLP be a single point on the proposed development site, or for a Scattered Site development, a single point on the site with the most units. The dispositive fact is stipulated: the DLP coordinates supplied by Intervenor identify a point approximately 42 feet north of the property boundary of the proposed development site. The DLP supplied in the application is therefore not on the proposed development site.

41. Intervenor argues that the DLP discrepancy should be excused as a minor irregularity because the coordinates were generated by a publicly available mapping tool, the error was unintentional, the second Scattered Site coordinates are correct, and the discrepancy did not yield a competitive advantage. The argument has equitable appeal, particularly in light of Mr. Morgan's testimony that mapping platforms can produce variable results and that a corrected on-site DLP would not have reduced Intervenor's proximity score and, under his analysis, might have increased it by one-half point. The argument is not frivolous.

42. The argument nonetheless fails for the following reasons. The DLP is not a ministerial datum. As Ms. Levy explained, FHFC uses the DLP both to score proximity points in the current cycle and to enforce mandatory distance-separation requirements in future cycles, independent of the scoring outcome in any single application. The presence of correct coordinates for the second Scattered Site does not satisfy the separate requirement that the DLP itself be on the site with the most units. And the asserted absence of a competitive scoring advantage does not cure noncompliance: the defect here is the failure to provide the required on-site DLP, not a miscalculation of downstream points. Even if a corrected on-site DLP would have yielded the same or greater proximity points, the defect remains material because the RFA requires the DLP to be located on the proposed development site. *Cf. MJHS South Parcel, Ltd. v. Fla. Hous. Fin. Corp.*, Case Nos. 23-0903BID, et al., RO at ¶¶ 162-63 (Fla. DOAH May 31, 2023; Fla. FHFC July 21, 2023) (concluding that incorrect proximity-location address and distance information were material deviations that could not be waived as minor irregularities, even though the correct location would have yielded more proximity points).

43. Intervenor relies most heavily on the so-called "India case," *HTG Osprey Pointe, LLC v. Florida Housing Finance Corp.*, Case No. 18-0479BID (Fla. DOAH Apr. 19, 2018; Fla. FHFC May 4, 2018), in which an applicant's

omission of a minus sign before a longitude coordinate caused the listed point to plot in the Indian Ocean. FHFC waived the omission as a correctable mistake. That case is materially distinguishable, and the distinction matters under the governing rule. Rule 67-60.008 authorizes FHFC to waive or correct minor irregularities. As FHFC's Final Order in *Osprey Pointe* applied this authority, the rule reaches mistakes clearly evident on the face of the application, such as computation and typographical errors. In *Osprey Pointe*, the missing minus sign produced an obviously impossible plot inconsistent with every other indication of the development's location in Miami-Dade County; both the existence of the typographical error and the intended correction (a longitude prefixed with a minus sign) were apparent from the four corners of the application. Here, by contrast, the Intervenor application supplies a complete, well-formed pair of coordinates that identifies a real, discoverable point near, but not on, the parcel. Nothing on the face of the application reveals either that the coordinates are erroneous or what the "correct" on-site point should be. The error was discoverable only through outside investigation—Mr. Allan's GIS work and Mr. Mould's special-purpose survey—which is the opposite of a face-of-the-application mistake.

44. Nor does the application satisfy the two-prong test for minor-irregularity waiver applied in *HTG Oak Valley, LLC v. Florida Housing Finance Corporation*, Case No. 19-2275BID, RO at ¶ 17 (Fla. DOAH July 16, 2019), *adopted in relevant part*, Case No. 2019-032BP (Fla. FHFC Aug. 2, 2019), under which a putative typographical error may be waived only if (i) the error is reasonably apparent on the face of the application and (ii) the intended statement, free of error, is unmistakably expressed somewhere in the application. Neither prong is met. The error was not reasonably apparent on the face of the application: the coordinates supplied are facially valid and required Mr. Allan's GIS analysis and Mr. Mould's survey to expose. And the "intended" on-site point is not unmistakably expressed elsewhere in the application: while the addresses identify the parcels in general terms, no

other portion of the application identifies a single decimal-degree DLP that lies within the legal description, in contrast to *Osprey Pointe*, where the unsigned longitude could be reconstructed from the application's consistent identification of a Miami-Dade County location. The "correct" point here is whatever Intervenor now contends it should have been; that is post hoc, not facially evident.

45. Intervenor's ancillary points do not change the analysis. The speculation that other preliminarily funded applications might also contain DLP inaccuracies is unsupported by record evidence and is in any event immaterial to whether *this* application satisfies the RFA. And the suggestion that treating any waiver as a post-deadline "amendment" would render the minor-irregularity rule a nullity is unpersuasive: the rule supplies its own content by limiting waiver to errors that, among other things, do not result in the omission of material information. Allowing post-deadline relocation of an off-site DLP would not waive a typographical error of the kind the rule contemplates; it would supply, after the deadline, material information that the application required. *See* Fla. Admin. Code R. 67-60.009(4); *HTG Oak Valley*, Case No. 19-2275BID, RO at ¶ 17 (post-deadline amendments to an application based on extrinsic evidence are impermissible; an applicant's competitive decisions are final as of the application deadline and must be fully expressed within the four corners of the application).

46. It is therefore concluded that Intervenor failed to supply a DLP that meets the RFA and the rule. The defect is not a correctable minor irregularity. FHFC's intended action deeming the application eligible despite the off-site DLP was contrary to the solicitation specifications and the governing rule. Because the site control and financing defects discussed below are independently dispositive, however, the result does not depend on the DLP issue alone.

Site Control

47. The second disputed issue concerns site control. The RFA requires that, where the applicant relies on an Eligible Contract and is not itself the buyer, an assignment of the contract to the applicant must be “signed by the assignor and the assignee.” The operative facts are stipulated: the buyer under both PSAs is John Stanley Goodlife, LLC, not the applicant; the Amendments contain language assigning the buyer’s rights to the applicant; and the Amendments are signed by the assignors, but not by Zephyrhills JSGL Housing Partners, LP, as assignee.

48. The defect is material. The RFA does not merely require evidence of a generalized intent to assign; it specifically requires an assignment “signed by the assignor and the assignee.” The missing assignee execution is not a collateral imperfection; it is the very documentary element that the RFA identifies as necessary when the applicant is not itself the buyer. Waiving the missing signature would not forgive a clerical miscue; it would nullify an express condition of eligibility.

49. Intervenor argues that common control between the assignor and assignee should suffice: Mr. Middleton holds a controlling interest in the buyer-assignor and is also the natural-person general partner and authorized signatory of the applicant; the parties intended the buyer’s rights to flow to the applicant; and his signature on behalf of the assignor would be the same signature that would have appeared on behalf of the assignee. The argument has practical force as a matter of business substance, but it does not overcome the plain language of the RFA. The solicitation does not provide that an assignment signed by the assignor alone suffices when the parties are commonly controlled, nor does it authorize FHFC to infer assignee execution from overlapping principals. The RFA could readily have so provided had its drafters wished to do so. They did not. Specificity requirements mean what they say. *Cf. WHFT LL Workforce, Ltd. v. Fla. Hous. Fin. Corp.*, Case No. 25-1110BID, RO at ¶¶ 99–115 (Fla. DOAH May 9, 2025; Fla. FHFC

June 13, 2025) (applying the plain meaning of RFA eligibility requirements and declining to treat nonconforming facts as satisfying those requirements).

50. Nor does the RFA's disclaimer—that FHFC will not evaluate the validity or enforceability of any site-control documentation—aid Intervenor. That provision relieves FHFC of any duty to adjudicate matters of contract enforceability under private law; it does not authorize FHFC to overlook noncompliance with the RFA's own documentary prerequisites for an eligible assignment. *See Madison Highlands, LLC v. Fla. Hous. Fin. Corp.*, Case No. 18-1558BID, RO at ¶¶ 12, 20-22 (Fla. DOAH June 6, 2018; Fla. FHFC July 27, 2018) (review under the disclaimer addresses whether the submitted documentation satisfies the RFA's documentary requirements, even though FHFC does not adjudicate underlying enforceability).

51. Intervenor's "no confusion as to ownership" argument, even if accepted on its own terms, would not save the application. An RFA's plain-language documentary requirement cannot be read to include an unstated proviso that uncertain or incomplete responses will be given the most reasonable interpretation. *Cf. The Vistas at Fountainhead Ltd. P'ship v. Fla. Hous. Fin. Corp.*, Case No. 19-2328BID, RO at ¶ 47 (Fla. DOAH July 16, 2019), *adopted in relevant part*, Case No. 2019-030BP (Fla. FHFC Aug. 2, 2019). Although the Final Order in *The Vistas* modified other portions of the Recommended Order to recognize that a material ambiguity cannot be waived as a minor irregularity unless the uncertainty can be reasonably eliminated by looking elsewhere in the application, that look-elsewhere principle addresses ambiguity *within a response*, not the absence of a documentary element the RFA expressly required. Here the question is not whether the parties privately understood the assignment to be effective, but whether the application contains the documentary element the RFA expressly required.

52. Nor is the missing assignee signature the kind of self-contained error, which is correctable without resort to extrinsic evidence, that rule 67-60.008 contemplates. The absence of the signature is apparent, but the rule's

correction authority addresses errors such as typographical and computational mistakes. It does not authorize the post-deadline insertion of a missing contractual execution that the applicant was required to supply with its application. Applications must be evaluated as submitted as of the Application Deadline, and no post-deadline submission that amends or supplements the application may be considered. Fla. Admin. Code R. 67-60.009(4). *See HTG Oak Valley*, Case No. 19-2275BID, RO at ¶ 17. The defect also creates the kind of “uncertainty” the minor-irregularity rule excludes from waiver: without a signed assignee execution and without any application material identifying the principals’ authority to bind both entities to the assignment, the terms and requirements of the competitive solicitation are not shown, on the face of the documents, to have been met. *See* Fla. Admin. Code R. 67-60.008.

53. It is therefore concluded that Intervenor failed to demonstrate site control in the manner required by the RFA. FHFC’s intended action deeming the application eligible despite the missing assignee execution was contrary to the solicitation specifications and the governing rules. Because site control is an eligibility item, the defect renders the application nonresponsive and ineligible.

Financing Proposal and Sufficiency of the Pro Forma

54. The third disputed issue concerns the Highland Proposal and the sufficiency of Intervenor’s Pro Forma. The RFA requires the Pro Forma to reflect that funding sources equal or exceed uses and further requires that each non-Corporation financing proposal contain, among other things, a “[s]pecific reference to the Applicant as the borrower or direct recipient.” Rule 67-48.002(9) defines “Applicant” as the legal entity submitting the application; here, that entity is Zephyrhills JSGL Housing Partners, LP.

55. The material facts are undisputed. The Highland Proposal does not specifically name Zephyrhills JSGL Housing Partners, LP, as the borrower or direct recipient. The parties have further stipulated that, if the first-

mortgage financing evidenced by the Highland Proposal is removed from the Pro Forma, the result is a funding shortfall, rendering the application ineligible. The causal chain is direct: failure of the financing proposal to satisfy the RFA means the source cannot be counted; once the source is excluded, sources no longer equal or exceed uses.

56. The defect is material. The RFA does not merely require a financing letter that is plausibly tied to a project; it requires a specific reference to the applicant as borrower or direct recipient. That requirement serves an obvious purpose. FHFC is not asked merely to determine whether some lender has expressed interest in financing a development at a particular address; it is asked to determine whether the proposed financing is committed to the legal entity that is the applicant and proposed recipient of the award. The identity of the borrower or direct recipient is therefore central, not incidental.

57. Intervenor argues that the Highland Proposal is sufficiently tied to the application because it references the project addresses, the project's commonly known names, the controlling principals, and loan amounts that match the Pro Forma—and that, given those references, the letter could not possibly relate to any project other than the Intervenor application. The argument is not frivolous and might be persuasive if the RFA required only a project-specific financing letter. But the RFA's requirement is applicant-specific: the financing proposal must contain a “[s]pecific reference to the Applicant.” That is a documentary requirement, not a probabilistic one. It is not satisfied by showing that the lender's letter *could only* pertain to the applicant's development; it is satisfied only by a specific reference to the applicant as borrower or direct recipient in the proposal itself.

58. The term “specific,” though undefined in the RFA, carries its ordinary meaning. *See WHFT LL Workforce, Ltd. v. Fla. Hous. Fin. Corp.*, Case No. 25-1110BID, RO at ¶¶ 105–106 (Fla. DOAH May 9, 2025; Fla. FHFC June 13, 2025) (applying the plain-and-ordinary-meaning canon, with reference to dictionary definitions, to undefined terms in an FHFC RFA). In its ordinary

sense, “specific” denotes a particular identified person or thing, free from ambiguity. The Highland Proposal does not meet that standard with respect to the applicant. It identifies Heritage Villas/Cypress Green as the project; it identifies Mr. Middleton and Mr. Stanley as the addressees; it identifies Mr. Stanley as “Borrower;” and it identifies loan amounts that correspond to the Pro Forma. But it does not identify Zephyrhills JSGL Housing Partners, LP, as the borrower or direct recipient at any point. Compliance with the specificity requirement requires identification, not inference.

59. Intervenor’s position depends on the proposition that ambiguity in a financing-proposal response may be cured by reference to other parts of the application. The undersigned has previously addressed this proposition in an analogous context. In *The Vistas*, Case No. 19-2328BID, RO at ¶ 51, the undersigned concluded that resolution of ambiguity by the agency would be contrary to competition because such a practice would remove a salutary disincentive to sloppy draftsmanship and could even encourage applicants to use studied ambiguity for competitive advantage. Although FHFC’s Final Order modified other paragraphs of the Recommended Order to recognize a narrow look-elsewhere exception, paragraph 51’s contrary-to-competition reasoning was preserved, and it applies here.

60. Intervenor also relies on the fact that FHFC initially deemed the Intervenor application eligible. That fact does not aid the analysis. As FHFC acknowledged in the Final Order in *The Vistas*, Case No. 2019-030BP (Fla. FHFC Aug. 2, 2019), FHFC’s interpretation of materially ambiguous language in a response to an RFA is not entitled to deference in the same manner as FHFC’s interpretation of its own rules or RFA specifications. Moreover, by the time of this hearing, FHFC had repudiated its initial determination and aligned with Petitioner. To the extent Intervenor relies on the “look-elsewhere” principle articulated in the consolidated Final Order in *HTG Oak Valley, LLC v. Florida Housing Finance Corporation and Fountains at Kings Pointe Limited Partnership v. Florida Housing Finance*

Corporation, Case Nos. 2019-032BP and 2019-034BP, ¶ 38 (Fla. FHFC Aug. 2, 2019), the principle does not assist Intervenor. That formulation permits consideration of other application materials only where uncertainty in an ambiguous response can be reasonably eliminated by looking elsewhere in the application; it does not permit FHFC to supply, by inference from other materials, a required element that the RFA expressly required the financing proposal itself to contain. Here, the Highland Proposal does not identify Zephyrhills JSGL Housing Partners, LP, as borrower or direct recipient.

61. For the same reasons, the omission cannot be classified as a minor irregularity. The defect is not a misspelling or a transposition in the applicant's name; it is the absence of any reference to the applicant. Treating it as a waivable irregularity would require disregarding an express criterion for a countable financing proposal, which would be contrary to the RFA's plain language.

62. Once the Highland Proposal is excluded as a countable source, the parties' stipulation resolves the consequence: Intervenor's sources no longer equal or exceed its uses, and the application has a funding shortfall. Under the RFA, an application with a funding shortfall of this kind is ineligible.

63. This issue is, if anything, even stronger for Petitioner than the DLP issue. The RFA language is direct, the factual deficiency is stipulated, and the consequence on eligibility is stipulated. It is therefore concluded that the Highland Proposal does not satisfy the RFA's financing-proposal requirements; that, as a result, Intervenor's Pro Forma does not show funding sources equal to or exceeding uses; and that FHFC's intended action deeming the application eligible despite this defect was contrary to the solicitation specifications and the governing rules.

Overall Disposition and Effect on Funding

64. The site control and financing defects each independently establish that Intervenor's application was materially nonresponsive and therefore ineligible for funding. The DLP defect provides an additional, independent

basis for the same conclusion, although the result does not depend on the DLP issue alone.

65. Because the Intervenor application was ineligible, FHFC's intended action deeming it eligible and preliminarily selecting it for funding was clearly erroneous and contrary to the solicitation specifications and applicable rules. The action was also contrary to competition: permitting an ineligible application to remain in the competitive pool and receive an intended award over an eligible, unfunded competitor undermines the competitive procurement system. *See Wester v. Belote*, 138 So. 721, 723–24 (Fla. 1931); *Harry Pepper & Assocs., Inc. v. City of Cape Coral*, 352 So. 2d 1190, 1192-93 (Fla. 2d DCA 1977); *Tropabest Foods, Inc. v. State, Dep't of Gen. Servs.*, 493 So. 2d 50, 52 (Fla. 1st DCA 1986).

66. Intervenor's contention that FHFC "shares" Petitioner's burden of proof because of FHFC's mid-litigation realignment is rejected. Section 120.57(3)(f) places the burden on the party opposing the proposed agency action—here, Petitioner. An agency's litigation realignment with a protestor does not redistribute the statutory burden. Petitioner has carried that burden.

67. The record further supports the conclusion that Autumn Palms would be next in line for funding if Intervenor's application is excluded. Ms. Levy so testified, and no contrary evidence was presented. That finding confirms Petitioner's substantial interest in the outcome, although the appropriate corrective action remains for FHFC to implement under the RFA in the first instance.

68. Petitioner has met its burden of proving, by a preponderance of the evidence, that FHFC's proposed action deeming Intervenor eligible and preliminarily selecting it for funding was contrary to FHFC's governing statutes and rules and to the RFA's specifications, and that the proposed action was clearly erroneous and contrary to competition. The protest is sustained.

RECOMMENDATION

Based on the foregoing Findings of Fact and Conclusions of Law, it is RECOMMENDED that Florida Housing Finance Corporation enter a final order: (a) sustaining the protest filed by Autumn Palms North Port, Ltd.; (b) determining that the application submitted by Zephyrhills JSGL Housing Partners, LP, in response to Request for Applications 2025-201 is ineligible for funding; (c) rescinding the preliminary award of funding to Zephyrhills JSGL Housing Partners, LP; and (d) taking further action consistent with this Recommended Order and the RFA, including, if required by the RFA's ranking and selection process, awarding the funding to Autumn Palms North Port, Ltd., as the next eligible applicant.

DONE AND ENTERED this 13th day of May, 2026, in Tallahassee, Leon County, Florida.



26-1168BID

JOHN G. VAN LANINGHAM
Administrative Law Judge
DOAH Tallahassee Office

Division of Administrative Hearings
2001 Drayton Drive
Tallahassee, Florida 32311
(850) 488-9675
www.doah.state.fl.us

Filed with the Clerk of the
Division of Administrative Hearings
this 13th day of May, 2026.

COPIES FURNISHED:

Corporation Clerk
(eServed)

Laura J. Cox, General Counsel
(eServed)

Cecilie Dale Sykes, Esquire
(eServed)

Ethan Katz, Esquire
(eServed)

Magdalena Ozarowski, Esquire
(eServed)

Michael P. Donaldson, Esquire
(eServed)

Lawrence R. Kulig, Esquire
(eServed)

Michael J. Glazer, Esquire
(eServed)

Aaron C. Dunlap, Esquire
(eServed)

NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 10 days from the date of this Recommended Order. Any exceptions to this Recommended Order should be filed with the agency that will issue the Final Order in this case.

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

BENSCHLEY MANOR, LTD. AND
BENSCHLEY MANOR DEVELOPER,
LLC,

Petitioners,

vs.

Case No. 26-0239BID

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent.

AUTUMN PALMS NORTH PORT, LTD.,

Petitioner,

vs.

Case No. 26-0240BID

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent.

BLUE CENTRAL AVE, LLC,

Petitioner,

vs.

Case No. 26-0241BID

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent.

PERRINE APARTMENTS III, LTD.,

Petitioner,

vs.

Case No. 26-0242BID

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent.

_____/

PORT RICHEY LEASED HOUSING
ASSOCIATES V, LLLP,

Petitioner,

vs.

Case No. 26-0244BID

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent.

_____/

BRADLEY GARDENS, LTD.,

Petitioner,

vs.

Case No. 26-0245BID

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent.

_____/

RECOMMENDED ORDER

The final hearing in this matter was conducted before J. Bruce Culpepper, Administrative Law Judge of the Division of Administrative Hearings, pursuant to sections 120.569 and 120.57(1) and (3), Florida Statutes (2025),¹

¹ Unless otherwise stated, all citations to the Florida Statutes are to the 2025 version.

on February 13, 17, 18, and 25, 2026, by Zoom video conference in Tallahassee, Florida.

APPEARANCES

For Petitioner Benschley Manor, LTD. and Benschley Manor Developer, LLC:

Laura S. Olympio, Esquire
Douglas Manson, Esquire
Douglas Manson, P.A.
2304 West Cleveland Street
Tampa, Florida 33609

For Respondent Florida Housing Finance Corporation:

Ethan S. Katz, Esquire
Rhonda DiVagno Morris, Esquire
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301

For Intervenor Heritage Grove LTD:

Tiffany A. Roddenberry, Esquire
Lawrence E. Sellers, Jr.
Holland & Knight LLP
315 South Calhoun Street, Suite 600
Tallahassee, Florida 32301

For Intervenor Peace Village, LTD:

Tiffany A. Roddenberry, Esquire
Lawrence E. Sellers, Esquire
Holland & Knight LLP
315 South Calhoun Street, Suite 600
Tallahassee, Florida 32301

For Intervenor RPV Parcel E, LP:

Derek E. Bruce, Esquire
Angela Josephine Misch, Esquire
Gunster, Yoakley & Stewart, P.A.
200 South Orange Avenue, Suite 1400
Orlando, Florida 32801

For Intervenor CGPA Parcel B, LP:

Derek E. Bruce, Esquire
Angela Josephine Misch, Esquire
Gunster, Yoakley & Stewart, P.A.
200 South Orange Avenue, Suite 1400
Orlando, Florida 32801

For Intervenor TWG Citrus, LP:

Maureen McCarthy Daughton, Esquire
Maureen McCarthy Daughton, LLC
1400 Village Square Boulevard, Suite 3-231
Tallahassee, Florida 32312

For Petitioner Autumn Palms North Port, LTD.:

Michael P. Donaldson, Esquire
Carlton Fields, PA
Post Office Drawer 190
Tallahassee, Florida 32302

For Petitioner Blue Central Ave, LLC:

Michael P. Donaldson, Esquire
Carlton Fields, PA
Post Office Drawer 190
Tallahassee, Florida 32302

For Intervenor Metro Grande I Associates, LTD.:

Anthony J. Bajoczky, Jr., Esquire
VLP Copenhaver Espino, PA
413 East Park Avenue
Tallahassee, Florida 32301

For Petitioner Perrine Apartments III, LTD.:

Christopher B. Lunny, Esquire
Jordann L. Wilhelm, Esquire
Robert William Skrob, Esquire
Radey Law Firm
301 South Bronough Street, Suite 200
Tallahassee, Florida 32301

For Intervenor Gallery at Cross Creek, LLC.:

Michael P. Donaldson, Esquire
Carlton Fields, PA
Post Office Drawer 190
Tallahassee, Florida 32302

For Intervenor Gallery at SoMi Parc Phase Two, LLC:

Michael P. Donaldson, Esquire
Carlton Fields, PA
Post Office Drawer 190
Tallahassee, Florida 32302

For Petitioner Port Richey Leased Housing Associates V, LLLP:

M. Christopher Bryant, Esquire
Oertel, Fernandez, Bryant & Atkinson, P.A.
Post Office Drawer 1110
Tallahassee, Florida 32302

For Petitioner Bradley Gardens, LTD:

M. Christopher Bryant, Esquire
Oertel, Fernandez, Bryant & Atkinson, P.A.
Post Office Drawer 1110
Tallahassee, Florida 32302

For Intervenor Ardent at Gulf View, LP:

Chad Wayne Dunn, Esquire
Marc Ito, Esquire
Thomas J. Schulte III, Esquire
Pennington, P.A.
215 South Monroe Street, Suite 200
Tallahassee, Florida 32301

STATEMENT OF THE ISSUE

The issue in this bid protest matter is whether Respondent Florida Housing Finance Corporation's intended award of funding under Request for Applications 2025-205 was contrary to its governing statutes, rules, or the solicitation specifications.

PRELIMINARY STATEMENT

This matter involves six consolidated protests to a Notice of Intent to Award issued by the Florida Housing Finance Corporation ("Florida Housing") under Request for Applications 2025-205 (referred to as "RFA 2025-205" or simply "the RFA"). Of the multiple protests to Florida Housing's intended award, the primary challenges involve the protest of Petitioner Benschley Manor, LTD, and Benschley Manor Developer, LLC ("Benschley"), of the intended award to Respondent RPV Parcel E, LP ("RPV"); and the protests of Petitioner Port Richey Leased Housing Associates V, LLLP ("Port Richey"), and Petitioner Bradley Gardens, LTD ("Bradley Gardens"), of the intended award to Intervenor Ardent at Gulf View, LP ("Ardent").

On September 29, 2025, Florida Housing issued RFA 2025-205 soliciting applications to allocate competitive tax credits for the construction of affordable housing developments to be located across the State of Florida. Applications in response to RFA 2025-205 were to be submitted to Florida Housing no later than October 27, 2025.

On December 12, 2025, Florida Housing posted notice of its intent to preliminarily award funding to 12 proposed affordable housing developments.

On or about December 29, 2025, Petitioners in all cases timely filed formal written protests challenging the eligibility and Florida Housing's proposed awards of funding under RFA 2025-205.

Regarding the protest raised by Benschley, on December 29, 2025, Benschley timely filed a formal written protest challenging the eligibility of the applications of RPV, CGPA Parcel B, LP ("CGPA"), and TWG Citrus, LP ("TWG Citrus"). On January 27, 2026, Benschley filed a motion to submit a Formal Written Protest and Amended Petition for Formal Administrative Hearing (the "Amended Petition"), which was granted during the final hearing. In its Amended Petition, Benschley expanded its protest to include a challenge of Florida Housing's preliminary award of funding to Magnolia Gardens under the RFA.

On January 14, 2026, Florida Housing referred all protests to the Division of Administrative Hearings ("DOAH") for assignment to an Administrative Law Judge ("ALJ") to conduct a chapter 120 evidentiary hearing. Florida Housing moved to consolidate all cases pursuant to Florida Administrative Code Rule 28-106.108, which was granted.

The final hearing was held on February 13, 17, 18, and 25, 2026. Joint Exhibits 1 through 14 were admitted into evidence. Benschley Exhibits 7 through 9 were admitted into evidence. RPV Exhibits 1, 5, and 8 were admitted, Bradley Gardens Exhibits 1, 2, and 4 through 7 were admitted into evidence, and Ardent Exhibits 1 through 4, 6, 8, and 9 were admitted into evidence. Benschley presented the testimony of Ryan von Weller and Daniel Coakley. Florida Housing presented the testimony of Melissa Levy. RPV also

called Mr. Coakley as well as Leroy Moore as witnesses. Port Richey and Bradley Gardens offered the testimony of Stephen Auger. Ardent called Robert Dryman and Doak Brown to testify. The parties also stipulated to a number of facts in a Joint Pre-Hearing Stipulation filed on February 12, 2026, which have been incorporated into the factual findings below.

A court reporter recorded the final hearing. A four-volume Transcript was ordered and submitted to DOAH, the last volume of which was received by DOAH on March 16, 2026. At the close of the hearing, the parties were advised of a ten-day time frame after receipt of the hearing transcript to file post-hearing submittals. All Proposed Recommended Orders were duly considered in preparing this Recommended Order.

FINDINGS OF FACT

1. Florida Housing is a public corporation created pursuant to section 420.504, Florida Statutes. Florida Housing's purpose is to provide and promote public welfare by administering the governmental function of financing affordable housing in the State of Florida. For purposes of this administrative proceeding, Florida Housing is considered an agency of the State of Florida.

2. Florida Housing has been 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. As such, Florida Housing is authorized to establish procedures to distribute low-income housing tax credits and State Apartment Incentive Loan ("SAIL") funding or grants and to exercise all powers necessary to administer the allocation of those credits. § 420.5099, Fla. Stat.

3. Florida Housing's low-income housing tax credit program (commonly referred to as "housing credits" or "tax credits") was enacted to incentivize the private market to invest in affordable rental housing. The affordable housing industry relies heavily on public funding, subsidies, and tax credits to

support projects that may not be financially sustainable in light of the sub-market rents they charge. Because tax credits allow developers to reduce the amount necessary to fund a housing project, they can (and must) offer the tax credit property at lower, more affordable rents.

4. Florida Housing uses a competitive solicitation process to award low-income housing credits. Florida Housing initiates the solicitation process by issuing a request for applications. §§ 420.507(48) and 420.5093, Fla. Stat.; and Fla. Admin. Code Chs. 67-48 and 67-60. Florida Administrative Code Chapter 67-60 provides that Florida Housing allocates its competitive funding through the bid protest provisions of section 120.57(3).

5. The competitive solicitation process begins when Florida Housing requests its Board of Directors (the "Board") to approve Florida Housing's plan for allocating resources through various requests for applications. If the Board approves the plan, Florida Housing begins work on each individual request for application.

Request for Applications 2025-205:

6. This protest concerns Request for Applications 2025-205 SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bond Financing and 4% Housing Credits. Through RFA 2025-205, Florida Housing is expected to award an estimated \$89,650,000.00 in SAIL funding, which may be used in conjunction with Tax-Exempt Bonds and Noncompetitive 4% Income Housing Tax Credits, and \$10 million in forgivable HOME-ARP funding. RFA 2025-205 will allocate funds for housing developments located across the State of Florida consisting of a maximum of \$33,525,000 for proposed developments with an Elderly Demographic Commitment and \$56,125,00 for proposed developments with the Family Demographic Commitment.

7. Florida Housing issued RFA 2025-205 on September 29, 2025. The RFA set forth the information each Applicant was required to provide to be eligible

for housing credit funding.² This information included a number of submission requirements, as well as a general description of the type of project that that was requested for consideration of tax credits.

8. Applications were due to Florida Housing by October 27, 2025. All parties to this proceeding timely submitted an application for funding.

9. Florida Housing received 93 applications for tax credits through RFA 2025-205.

10. Florida Housing appointed a Review Committee from amongst its staff to evaluate and score the applications. The Review Committee reviewed, deemed eligible or ineligible, scored, and ranked applications pursuant to the terms of RFA 2025-205, as well as Florida Administrative Code chapters 67-48 and 67-60, and applicable federal regulations.³

11. Of the 93 applications received by Florida Housing, the Review Committee found 87 applications eligible for housing credits. Thereafter, through the ranking and selection process outlined in RFA 2025-205, the Review Committee recommended 12 applications to the Board for funding.

12. On December 12, 2025, the Board met and formally adopted the Review Committee recommendations. With this decision, eligible applicants were preliminarily selected for funding subject to the satisfactory completion of Florida Housing's credit underwriting process. In a notice posted that same day, Florida Housing announced its intention to preliminarily award funding to 12 applicants.

13. Those applicants the Board selected for funding included RPV for an elderly demographic development in Hillsborough County, Ardent for a family demographic development in Pasco County, Gallery at Cross Creek, LLC ("Gallery at Cross Creek"), for a family demographic development in Broward County, Magnolia Gardens for an elderly demographic development

² RFA 2025-205 was modified on October 17, 2025.

³ No protests were made to the specifications or terms of RFA 2025-205.

in Volusia County, Heritage Grove, Ltd. ("Heritage Grove"), for a family demographic development in Pinellas County, Peace Village for an elderly demographic development in Palm Beach County, TWG Citrus (Citrus Gardens) for a family demographic development in Orange County, as well as Culmer Gardens on 5th Street for a family demographic development in Miami-Dade County, Arbors at Naranja for an elderly demographic development in Miami-Dade County, Oak Park for a family demographic development in Alachua County, Dominion Kissimmee Family for a family demographic development in Osceola County, and University Parkway for a family demographic development in Manatee County.

The RFA Ranking and Selection Process – the "Complex Funding Waterfall":

14. To explain the facts and circumstances regarding how Florida Housing selected applicants for awards under RFA 2025-205, Florida Housing offered the testimony of Melissa Levy. Ms. Levy is Florida Housing's Director of Multifamily Allocations. In her job, Ms. Levy oversees Florida Housing's request for application process.

15. Ms. Levy testified that RFA 2025-205 incorporated a scoring ranking structure in which each applicant was determined eligible or ineligible for an award of tax credits based on certain enumerated eligibility criteria. The RFA set forth the minimum threshold Eligibility Items in Section Five, A.1. Only applications that met all Eligibility Items were eligible for funding and considered for funding selection. Applications could receive additional points, including "Proximity Points," based on certain factors set forth in the RFA.

16. Ms. Levy relayed that, for those applications that met all Eligibility Items, the RFA established the Funding Selection Process in Section Five, B.5. In what Ms. Levy described as a "complex funding waterfall," the final ranking and sorting order of each application reflected an interconnected balancing of selection criteria, demographic goals, development geographic locations, and each applicant's specific credit funding request. Ms. Levy further reported that should any of the preliminary selections or awards be

found to be inappropriate or designated to ineligible applications through this administrative action, Florida Housing would rerun the Funding Selection Process, and those funds awarded to ineligible applications would be reallocated and redistributed pursuant to the process outlined in Section Five, B.5 and Exhibit I.

Stipulated Facts and/or Uncontested Findings Regarding Applicant Eligibility and Selection:

17. Prior to the final hearing (no doubt following concerted and vigorous work by the parties and their counsel), the parties either agreed to, or did not contest, the eligibility and/or selection for award of a number of applications submitted in response to RFA 2025-205. These applications include the following:

a. TWG Citrus (eligible for funding under RFA 2025-205):

(1) TWG Citrus timely submitted a Priority 1 application for a new 96-unit development named Citrus Gardens, located in Orange County. The Review Committee deemed TWG Citrus's application eligible for funding and recommended that TWG Citrus's application be selected for funding under the terms of the RFA. Thereafter, the Board preliminarily awarded funding to TWG Citrus under RFA 2025-205.

(2) In scoring the applications, applicants could gain additional points through a Proximity Funding Preference. *See* RFA 2025-205, Section Four, A.5.e(3). Applicants earned proximity points based on the proposed development's distance from certain local businesses and public institutions, including the category of "Community Services." In reviewing the applications for RFA 2025-205, Florida Housing initially granted TWG Citrus proximity points in the "Community Services" category based on TWG Citrus's representation that a pharmacy was located close to its housing development.

(3) Prior to the final hearing, however, the parties stipulated that TWG Citrus's application did not qualify for Community Service proximity points.

(Specifically, TWG Citrus should not have received an additional 1.5 proximity points for the pharmacy. When 1.5 points are subtracted from TWG Citrus's Total Proximity Score, TWG Citrus's application is not entitled to a Proximity Point Preference.) Therefore, Florida Housing erroneously added Proximity Funding Preference points to TWG Citrus's application when ranking the applicants. As a result, TWG Citrus concedes (and Florida Housing agrees) that, while TWG Citrus's application remains eligible for funding, TWG Citrus should lose the benefit of the Proximity Point Preference. Consequently, any award of funding which might be allocated to TWG Citrus should be recalculated pursuant to the Funding Selection Process outlined in the RFA.

b. CGPA (eligible for funding under RFA 2025-205):

(1) CGPA timely submitted an application for a new 140-unit development located in Orange County. CGPA was deemed eligible for funding by the Review Committee, but was not preliminarily selected for an award of funding under the terms of the RFA.

(2) Prior to the final hearing, Florida Housing determined that CGPA's application was improperly awarded "Community Services" proximity points. However, CGPA remains eligible for funding under the RFA.

c. Heritage Grove, LTD (eligible for funding under RFA 2025-205):

(1) Heritage Grove timely submitted an application for a new 54-unit development located in Pinellas County. Heritage Grove was found eligible for funding by the Review Committee. Thereafter, the Board preliminarily selected Heritage Grove's application for an award of tax credits under the RFA.

(2) By the time of the final hearing, no party offered evidence challenging Heritage Grove's eligibility for funding under RFA 2025-205.

d. Peace Village, Ltd (eligible for funding under RFA 2025-205):

(1) Peace Village, Ltd ("Peace Village"), timely submitted an application for a new 104-unit development located in Palm Beach County. Peace Village

was found eligible for consideration by the Review Committee. Thereafter, the Board preliminarily selected Peace Village's application for funding under the RFA.

(2) By the time of the final hearing, no party offered evidence challenging Peace Village's eligibility for funding under RFA 2025-205.

e. Magnolia Gardens (ineligible for funding):

(1) Magnolia Gardens timely submitted a Priority 1 application for a new 88-unit development named Magnolia Gardens, located in Volusia County. The Review Committee initially deemed the Magnolia Gardens' application eligible for funding and recommended to the Board that Magnolia Gardens be selected for funding under the terms of the RFA. Thereafter, the Board preliminarily selected Magnolia Gardens' application for an award of tax credits.

(2) On January 15, 2025, Magnolia Gardens accepted an invitation from Florida Housing for an award of tax credits through RFA 2025-204 under the Predevelopment Loan Program and/or Elderly Housing Community Loan program. Magnolia Gardens' housing development has since entered credit underwriting for the same. As a result, Magnolia Gardens is ineligible for funding under RFA 2025-205. Section Five, A.1., of the RFA specifically states that, "An Application will be deemed ineligible for funding if the Applicant has accepted an invitation to enter credit underwriting for the same Development." Consequently, prior to the final hearing, Florida Housing rescinded its preliminary award of funding to Magnolia Gardens under RFA 2025-205.

(3) Therefore, Florida Housing should recalculate and redistribute the preliminary funding award allocated to Magnolia Gardens pursuant to the Funding Selection Process outlined in Section Five, B.5.

f. Autumn Palms (eligible for funding under RFA 2025-205):

(1) Autumn Palms North Port, LTD ("Autumn Palms"), was deemed preliminarily eligible for tax credits under RFA 2025-205, but was not selected for funding under the terms of the RFA.

(2) During the final hearing, no party offered evidence challenging Autumn Palms' eligibility for funding under RFA 2025-205.

g. Blue Central (eligible for funding under RFA 2025-205):

(1) Blue Central Avenue, LLC ("Blue Central"), was deemed eligible for consideration for funding, but was not preliminarily selected for funding under the terms of the RFA.

(2) During the final hearing, no party offered evidence challenging Blue Central's eligibility for funding under RFA 2025-205.

h. Gallery at Cross Creek (ineligible for funding):

(1) Gallery at Cross Creek timely submitted a Priority 1 application for a new 279-unit development located in Broward County. The Review Committee initially deemed the Gallery at Cross Creek's application eligible for funding and recommended to the Board that Gallery at Cross Creek be selected for funding under the terms of the RFA. Thereafter, the Board preliminarily selected Gallery at Cross Creek's application for funding.

(2) However, Gallery at Cross Creek's application relies on an award of proximity points for a Community Service based on a school located near the proposed development. *See* RFA 2025-205, Section Four, A.5.e(3). Subsequent to the initiation of this action, Gallery at Cross Creek conceded that the school it identified in its application does not meet the RFA's definition of a "Public School." *See* RFA 2025-205, Exhibit B – Definitions. Therefore, Florida Housing's award of proximity points to Gallery at Cross Creek was in error.

(3) Without the additional proximity points, Gallery at Cross Creek's application does not meet the minimum total proximity points that it must

achieve in order to be eligible to funding. Consequently, Gallery at Cross Creek's application is ineligible under the terms of the RFA.

i. Gallery at SoMi Parc (ineligible for funding):

(1) Gallery at SoMi Parc Phase Two, LLC ("Gallery at SoMi Parc"), timely submitted a Priority 1 application for a new 323-unit development named Gallery at SoMi Parc Phase Two, located in Miami-Dade County. The Review Committee deemed the Gallery at SoMi Parc's application eligible for funding. The Board, however, did not select the application for credit funding.

(2) By the time of the final hearing, Gallery at SoMi Parc had accepted an invitation from Florida Housing to enter credit underwriting for Gallery at SoMi Parc Phase Two as part of RFA 2025-213. Therefore, under the terms of RFA 2025-205, Section Five A.1, Gallery at SoMi Parc conceded that its application is ineligible for funding under RFA 2025-205.

(3) If Gallery at SoMi Parc's application is ineligible for an award under RFA 2025-205, Florida Housing will redistribute the preliminary funding award set aside for Gallery at SoMi's development pursuant to the Funding Selection Process outlined in RFA 2025-205, Section Five, B. At that point, Perrine Apartments, III, LTD ("Perrine"), as the next eligible applicant in rank order, will receive an award for funding under RFA 2025-205.

j. Perrine (eligible for funding under RFA 2025-205):

(1) Perrine was deemed eligible for tax credits under RFA 2025-205, but was not preliminarily selected for funding under the terms of the RFA.

(2) During the final hearing, no party offered evidence challenging Perrine's eligibility for funding under RFA 2025-205.

k. Metro Grande (eligible for funding under RFA 2025-205):

(1) Metro Grande I Associates, Ltd ("Metro Grande"), submitted an application for a new 108-unit development to be located in Miami-Dade County. The Review Committee deemed Metro Grande's application eligible for funding. The Board, however, did not select Metro Grande's application for an award of funding under the terms of the RFA.

(2) During the final hearing, no party offered evidence challenging Metro Grande's eligibility for funding under RFA 2025-205.

Findings of Fact Regarding Protests to Applications Involving Disputed Material Issues:

A. Benschley's Challenge of RPV's Application (Does RPV show "site control"):

18. Benschley protests Florida Housing's determination that RPV's application was eligible for funding, and Florida Housing's preliminary selection of RPV for an award of tax credits.

19. Benschley's case was conveyed through the testimony of Ryan von Weller. Mr. von Weller is currently the Chief Executive Officer of Windover, the parent company of Benschley. As part of his past and present responsibilities, Mr. von Weller approximated that he has prepared several hundred applications for affordable housing funding. In his role, Mr. von Weller represented that he was actively involved in preparing and submitting Benschley's application for tax credits through RFA 2025-205.

20. Providing the background for Benschley's protest, Mr. von Weller stated that, upon receiving news that Benschley's application was not successful, he began scouring the applications of the winning applicants to determine whether grounds existed to challenge Florida Housing's intended awards under RFA 2025-205. Mr. von Weller's efforts led Benschley to protest Florida Housing's selection of TWG Citrus, RPV, CGPA, and later, Magnolia Gardens. Explaining his objective, Mr. von Weller voiced that through the "complex waterfall" of funding scenarios laid out in the RFA, if these other applications are found to be ineligible or nonresponsive to the RFA, then Benschley will have a "pathway to funding." In fact, as

circumstances played out, by the time this matter reached the final hearing, only RPV stood in the way of an award to Benschley.⁴

21. Regarding RPV's application, RPV submitted a Priority 1 application for a new 148-unit development named RPV Parcel E, located in Hillsborough County. RPV proposes to develop an elderly demographic housing project located on "Scattered Sites."⁵ In its review, the Review Committee deemed RPV's application eligible for funding and recommended that RPV be selected for housing credits under the terms of the RFA. Thereafter, the Board preliminarily awarded funding to RPV.

22. As for Benschley's protest of RPV's application, Mr. von Weller questioned whether RPV's site control documentation complied with RFA 2025-205 specifications. Mr. von Weller prefaced his testimony by detailing

⁴ Regarding the funding scenario that would lead to a Benschley award of tax credits, based on testimony received during the final hearing, as well as the parties' stipulation, if the applications of RPV and TWG Citrus are found ineligible, and the application of CGPA loses Proximity Preference points, then the housing developments of The Adderley 2 in Hillsborough County and JR Tower in Pinellas County are the next applicants in line to receive funding. In this chain of events, Benschley would not receive an award of tax credits because insufficient funds would be available to allocate to its development. However, if (as Benschley alleged in its Amended Petition) the application of Magnolia Gardens was also removed from consideration, a funding scenario is created in which Benschley would be next in line to received an award of tax credits under RFA 2025-205.

By the time of the final hearing, much water had sluiced over the "funding waterfall" to Benschley's favor. Florida Housing determined that CGPA was improperly awarded Community Services proximity points. Similarly, the parties stipulated that TWG Citrus' application should lose its Proximity Point Preference, which will invalidate its receipt of a preliminary award of funding. Finally, following Florida Housing's preliminary awards, Magnolia Gardens accepted an award of funding under RFA 2025-204, which rendered ineligible its application for RFA 2025-205.

Thus, if it successfully proves the ineligibility of RPV's application, with a recalculation and redistribution of the money that would have gone to Magnolia Gardens, Benschley will be the next applicant in line for funding through RFA 2025-205.

⁵ "Scattered Sites" means a development site that, when taken as a whole, is comprised of real property that is not contiguous. (Each such non-contiguous site that contains, or will contain upon completion of the development, at least one residential building within a Scattered Site Development is considered to be a Scattered Site.) For purposes of this definition the term "contiguous" means development property touches at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement provided the easement is not a roadway or street.

his understanding that the RFA required each applicant to provide a Development Location Point for its proposed housing development. Mr. von Weller expressed that Florida Housing (or a competing applicant) could use the Development Location Point to confirm the existence and viability of the real property upon which RPV would construct its proposed development.

23. Regarding the specific basis for its challenge, Mr. von Weller pointed to the "Eligible Contract" clause of the RFA's "Site Control" provision. The specific requirement, as set forth in Section Four, A.7., states:

a. Site Control

Demonstrate site control by providing, as **Attachment 6** to Exhibit A, the documentation required in items (1), (2), and/or (3), as indicated below, demonstrating that it is a party to an eligible contract or lease, or is the owner of the subject property. Such documentation must include all relevant intermediate contract, agreements, assignments, options, conveyances, intermediate leases, and subleases. If the proposed Development consists of Scattered Sites, site control must be demonstrated for all of the Scattered Sites.

Note: The Corporation has no authority to, and will not, evaluate the validity or enforceability of any site control documentation.

(1) Eligible Contract

An eligible contract must meet all of the followings conditions:

(a) It must have a term that does not expire before January 31, 2026, or that contains extension options exercisable by the purchaser and conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date that is not earlier than January 31, 2026;

(b) It must specifically state that the buyer's remedy for default on the part of the seller includes or is specific performance;

(c) The Applicant must be the buyer unless there is an assignment of the eligible contract, signed by the assignor and the assignee, which assigns all of the buyer's rights, title and interests in the eligible contract to the Applicant; and

(d) The owner of the subject property must be the seller, or is a party to one or more intermediate contracts, agreements, assignments, options, or conveyances between or among the owner, the Applicant, or other parties, that have the effect of assigning the owner's right to sell the property to the seller. Any intermediate contract must meet the criteria for an eligible contract in (a) and (b) above.

24. RPV, to demonstrate its site control, included as Attachment 6 to its application a document entitled "Contract for Purchase and Sale of Real Property" (the "Contract for Purchase"), dated October 24, 2025. Mr. von Weller asserted that RPV's Contract for Purchase failed to satisfy the site control requirements in the RFP. Mr. von Weller focused on the fact that RPV's Contract for Purchase did not identify or reference the specific legal description of the property RPV (supposedly) intended to use for its proposed development. Instead, the Contract for Purchase stated that the real property is "described in Exhibit A and attached hereto." Exhibit "A" to the Contract for Purchase simply stated:

LEGAL DESCRIPTION

[To be finalized prior to Closing]

25. Explaining the significance of omitting a legal description of the real property, Mr. von Weller asserted that if RPV's application did not identify the actual site of the proposed development, then Florida Housing could not have known exactly where RPV's development is to be located, or whether the Development Location Point RPV noted lies within its proposed development

site. Mr. von Weller added that, without a legal description of the property, Florida Housing could have inappropriately awarded RPV's application proximity points based on the closeness of certain Community Services to its Development Location Point. *See* Section Four, A.5.e. Finally, Mr. von Weller warned that, without a verifiable development location included in its application, RPV did not show Florida Housing that it holds a viable legal interest in the property RPV proposes to develop for its housing development.

26. Summarizing this testimony, Mr. von Weller stated that the RFA required RPV to demonstrate site control over its proposed development. Because the real estate documents RPV submitted with its application did not include the legal description of the actual location of its proposed development, RPV's application did not demonstrate site control. Consequently, Florida Housing should not have considered the Contract for Purchase as a qualifying "Eligible Contract" under Section Four, A.7. Instead, because this (alleged) deficiency renders RPV's application nonresponsive to the RFP, Florida Housing should have determined RPV's application ineligible for funding under RFA 2025-205.

27. Responding to Benschley's challenge, RPV maintained that its application contains all the information Section Four A.7.a. required to establish site control. Therefore, RPV asserted that its application sufficiently demonstrated that RPV was ready to proceed with its housing development.

28. To support its position, RPV relied on the testimony of Daniel Coakley. Mr. Coakley works for PMG Affordable Holdings, LLC, a real estate developer of affordable housing projects. Mr. Coakley represented that he oversaw and was personally involved in drafting RPV's application for funding under RFP 2025-205. Specifically, Mr. Coakley stated that he reviewed, then signed off on, the final version of RPV's application.

29. Mr. Coakley initially relayed that RPV intends to locate its housing development in Tampa, Florida, within a 30-acre site that currently serves as

a public housing complex named Robles Park Village. Conceptually, RPV plans to construct nine "vertical" developments (i.e., buildings). The Parcel E building will rise seven stories from a 1.2-acre plot of land and is the third vertical phase in RPV's master project for Robles Park Village.

30. Regarding Benschley's specific objection to RPV's application, Mr. Coakley explained that the Contract for Purchase included as Attachment 6 to RPV's application is an agreement between the Housing Authority of the City of Tampa, Florida (the "Housing Authority"), and Robles Park, LLC ("Robles Park"), who are the property sellers, and RPV, who is the property buyer. As to the actual property description of the development location, Mr. Coakley conceded that RPV's application, in Exhibit "A" to Attachment 6, does not list the exact property site RPV intends to buy from the Housing Authority and Robles Park. That said, Mr. Coakley urged that RPV's application adequately includes all the information RFA 2025-205 requests regarding site control.

31. Walking through the specific Site Control requirements outlined in the RFA, Mr. Coakley voiced that the provisions set forth in Section Four, A.7.a., do not require an applicant to submit a legal description of the development property in order to establish an "eligible contract." Addressing each condition enumerated in the RFA, Mr. Coakley professed that the Contract for Purchase:

a) Includes a term that does not expire before January 31, 2026. *See* Section Four, A.7.a(1)(a). (The Contract for Purchase runs through December 31, 2026.);

b) Includes a clause that the buyer's (RPV's) remedies for default on the part of the seller (the Housing Authority and Robles Park) include specific performance. *See* Section Four, A.7.a(1)(b). (The specific performance remedy is found in Contract for Purchase, para. 20.2.);

c) Identifies RPV as the buyer of the proposed development property that is the subject of the Contract for Purchase. *See* Section Four, A.7.a(1)(c). (RPV

is described as the "Buyer" in the opening paragraph of the Contract for Purchase.); and

d) Identifies the Housing Authority and Robles Park as both the owners and sellers of the proposed development property. *See* Section Four, A.7.a(1)(d). (These entities are described as the "Seller" in the opening paragraph of the Contract for Purchase and as "the owner of marketable title to the Property" in Contract for Purchase, para. 7.1.5.).

32. Mr. Coakley further testified that all three parties to the Contract for Purchase are well aware of the exact location of the real property upon which RPV will construct its housing development. Mr. Coakley remarked that the Housing Authority, Robles Park, and RPV all had a "clear" and "mutual" understanding of the address and location of the property that is intended to be conveyed to RPV, and that the three parties were "very comfortable" with the property identification. Mr. Coakley added that it was the Housing Authority that prepared the Contract for Purchase, drawing on a form that he had seen it use before.

33. Mr. Coakley also reported that the development parcel is more fully described in a Conceptual Master Plan, which, while not included in its application, was sufficiently referenced in the Contract for Purchase.⁶ (As discussed below, Mr. Coakley further credibly argued that the Conceptual Master Plan is not an "intermediate" document that RPV was required to include in its application.) Finally, Mr. Coakley added that, while Exhibit "A" to the Contract for Purchase did not include the actual legal description of the property the Sellers intend to transfer to RPV for its housing development, the parties plan to more precisely identify the specific location of the development site as the project proceeds to completion.

⁶ Mr. Coakley added that the development property is identified in the Conceptual Master Plan as the northern 1.2 acres of Block E. Mr. Coakley represented that Block E is situated at the southeast intersection of North Avon Avenue and East Lake Avenue, which RPV specifically identified as the address of its development site in its application on page 8.

34. RPV also offered the testimony of Leroy Moore. Mr. Moore is currently a Senior Vice President and the Chief Operating Officer for the Housing Authority. In his role, Mr. Moore negotiated and signed the Contract for Purchase with RPV on behalf of the Housing Authority.

35. During his testimony, Mr. Moore discussed the real property that the Housing Authority and Robles Park agreed to sell to RPV through the Contract for Purchase. Mr. Moore represented that he was very familiar with the land that RPV intends to use for its proposed housing development. Mr. Moore described the plot that is the subject of the Contract for Purchase as "Parcel E," and reaffirmed that Parcel E is the property that the Housing Authority and Robles Park will transfer to RPV pursuant to the Contract for Purchase. Mr. Moore added that, following the sale of Parcel E to RPV, RPV will own, develop, and manage the property as an affordable housing project.

36. Florida Housing, despite Benschley's allegations, maintained its position that RPV's application is eligible for funding through RFA 2025-205. To support its posture, Florida Housing relied on the testimony of Melissa Levy, who urged that Florida Housing's preliminary award of tax credits to RPV was appropriate under the terms of the RFA.

37. During her testimony, Ms. Levy agreed with Mr. von Weller and Mr. Coakley that, to be eligible for an award of funding under RFA 2025-205, it was necessary for an applicant to show that they will "gain control" over the site on which the proposed housing development is to be built. To meet this provision, Ms. Levy explained that the RFA required applicants to submit documentation showing that the applicant was a party to an "Eligible Contract." The purpose of providing an "Eligible Contract" was to supply Florida Housing some assurance that the applicant/property buyer would acquire the property from the property owner/seller.

38. With that said, Ms. Levy rejected Benschley's assertions and declared that RPV's application sufficiently met the Readiness to Proceed conditions under Section Four, A.7. Ms. Levy stated that in "demonstrating that [the

applicant] is a party to an eligible contract," RFA 2025-205 did not require the applicant to provide the actual address or legal description of the development property as part of its site control documentation. Instead, Florida Housing relied upon the applicant's representation that it would acquire the development property identified in the application. Specifically, regarding RPV's Contract for Purchase, Ms. Levy added that, as stated in RFA 2025-205, Section Four, A.7.a., Florida Housing does not evaluate the validity or enforceability of the site control documents included with an application. Rather, Florida Housing's consistent practice is to accept the applicant's statement that it will own the property that will serve as the location of the proposed development.

39. Ms. Levy advanced that Benschley has presented no evidence that calls into question the sellers' (the Housing Authority and Robles Park) ownership of the property to be conveyed, or RPV's obligation to buy the property upon which it will place its development. Therefore, because the site control documentation that RPV submitted with its application met all the requirements set forth in Section Four, A.7.a(1), Ms. Levy maintained that RPV's application is eligible for funding. Accordingly, Ms. Levy declared that Florida Housing's decision to award housing credits to RPV did not contravene the RFA's specifications.

40. While Benschley focused the significant majority of its case in chief extracting testimony regarding the above challenge to RPV's application, Benschley also maintained that RPV's application failed to include several "relevant intermediate" documents as required in Section Four, A.7.a. Benschley identified the missing documents as the Conceptual Master Plan (as referenced in section 1.3 of the Contract for Purchase) and a Contract for Purchase and Sale of Real Property, dated November 28, 2023, involving Robles Park Village Development Group. However, based on the testimony received during the hearing, Benschley's contention that RPV's application is incomplete without these documents is not persuasive. Instead, the more

convincing testimony from Mr. Coakley and Ms. Levy established that RPV was not required (nor was any applicant) to submit with its application every document that might have been referenced within a sales contract. Ms. Levy specifically declared that RPV did not need to provide the Conceptual Master Plan or the 2023 Contract for Purchase to connect the "chain of ownership from the current owner and the seller [the Housing Authority and Robles Park] to the buyer [RPV]."

41. During the final hearing, RPV launched its own attack on the eligibility of Benschley's application for funding under the RFA. Specifically, RPV argued that Florida Housing improperly awarded Benschley's application Community Service proximity points based on a grocery store Benschley identified in its application. *See* RFA 2025-205, Section Four, A.5.e(3).

42. Regarding Benschley's application, Benschley timely submitted an application for a 100-unit development located in Orange County. The Review Committee deemed Benschley's application eligible for funding. However, the Board did not select Benschley's application for an award of tax credits.

43. As to RPV's allegation, Florida Housing awarded Benschley's application proximity points based on Benschley's representation that an Aldi grocery store qualified as Community Service. RFA 2025-205, Exhibit B – Definitions provided that the only grocery stores that were eligible for proximity points were those that:

[H]ave (i) been in existence and available for use by the general public continuously since a date that is 6 months prior to the Application Deadline; or (ii) been in existence and available for use by the general public as of the Application Deadline.

44. The application deadline was October 27, 2025. RPV claimed that that the Aldi grocery store Benschley listed was closed on or about that date.

Therefore, Florida Housing should not have given Community Service proximity points to Benschley's application for the Aldi.

45. In response to RPV's challenge, Mr. von Weller conceded that the Aldi grocery store that Benschley referenced in its application closed sometime between October 28 and October 31, 2025. However, he insisted that the Aldi was open and operational as of the application deadline (October 27, 2025). Mr. von Weller testified that, in preparing Benschley's application, a member of his team called the Aldi on the day of the application deadline. Mr. von Weller represented that the caller was informed that the store was open, and did not receive any indication that the Aldi was closing. Therefore, Mr. von Weller pressed that Benschley's application was entitled to receive Community Service proximity points.

46. Ms. Levy, regarding RPV's challenge of Benschley, maintained that Benschley's application was eligible for funding under the RFA. Ms. Levy echoed the parties' testimony that applicants could receive additional points based on the proximity of certain Community Services to the proposed development. Ms. Levy repeated the representation that grocery stores qualified as "Community Services" under RFA 2025-205, Section Four, A.5.e(3). Finally, Ms. Levy agreed with Mr. von Weller's position that an application could be entitled to receive Proximity Points if the designated grocery store existed and was available for use by the general public as of the Application Deadline (October 27, 2025).

47. Regarding the status of the Aldi grocery store Benschley identified in its application, Ms. Levy stated that Florida Housing had no information that the Aldi was closed prior to or on October 27, 2025. Ms. Levy added that, if the Aldi was open on October 27, 2025, then the Aldi met the conditions to be considered a Community Service, even if the store closed within days after the application deadline.

48. In determining RPV's challenge to Benschley's application, the undersigned does not find RPV's argument persuasive. The evidence

Benschley produced on this issue (Mr. von Weller's testimony) is credible and is credited. Accordingly, the greater weight of the evidence shows that the Aldi grocery store Benschley listed in its application was open on the date of the application deadline. Therefore, the evidence in the record does not establish that Florida Housing should have found Benschley's application ineligible for funding under RFA 2025-205 based on the status of the Aldi grocery store Benschley identified as a community service.

49. The undersigned notes that during the final hearing, RPV also elicited testimony suggesting that Benschley misrepresented certain information to a third party in contravention of Exhibit A, Section 4.C.15., of the RFA. In pursuing this line of questioning, RPV implied that Benschley failed to accurately describe to a third party (Orange County) the number of units included in its proposed development (96 units, as opposed to 100 units). As with its above challenge, RPV's argument is not persuasive. Benschley's application clearly represented for Florida Housing's consideration that the housing development it intends to construct in Orange County will contain 100 units. No testimony received during the final hearing indicated that Benschley expects to build less than 100 housing units, or that Florida Housing evaluated the eligibility of Benschley's application based on a material misrepresentation that Benschley would build less than 100 housing units.

B. Port Richey/Bradley Gardens' Challenge of Ardent (Demonstration of Management Experience):

50. Ardent timely submitted a Priority 1 application for a new 280-unit development named Ardent at Gulf View Apartments, located in Pasco County. The Review Committee deemed Ardent's application eligible for funding for a Family demographic. Thereafter, the Board preliminarily selected Ardent for an award of tax credits under the terms of the RFA.

51. Port Richey Leased Housing Associates V, LLLP ("Port Richey"), timely submitted an application for a new 216-unit development named Luna

Landing to be located in Pasco County. Port Richey was deemed eligible for consideration for funding, but was not preliminarily selected for funding under the terms of the RFA.

52. Bradley Gardens, LTD. ("Bradley Gardens"), timely submitted a Priority 1 application for a new 84-unit development to be located in Lee County. Bradley Gardens was deemed eligible for funding, but was not preliminarily selected for funding under the terms of the RFA.

53. During the final hearing, no party offered evidence challenging the eligibility of the applications of Port Richey or Bradley Gardens for funding under RFA 2025-205.

54. Port Richey and Bradley Gardens challenged Florida Housing's determination that Ardent was eligible to receive funding. Port Richey/Bradley Gardens specifically alleged that Ardent failed to sufficiently show that its management company possessed the requisite experience in managing affordable rental housing properties as required by Section Four, A.3.e. As a result, Port Richey/Bradley Gardens argued that Ardent's application did not meet a threshold eligibility requirement under the RFA. Consequently, Florida Housing erred when it determined that Ardent's housing development was eligible for housing credits.

55. To be eligible to receive funding under RFA 2025-205, each applicant was instructed to provide in its application certain information regarding the experience of the management company for its proposed housing development. Specifically, Section Four, A.3.e, entitled Management Company Information, requested that each applicant:

Identify the Management Company and complete the prior experience section of Exhibit A for the Management Company *demonstrating experience in the management* of at least two affordable rental housing properties (i.e., properties funded through an affordable housing program such as Housing Credits, Tax-Exempt Bonds, HOME, SAIL, etc.), at least one of which consists of a total number of units

no less than 50 percent of the total number of units in the proposed Development, *for at least two years* each. (emphasis added).

Exhibit A includes a section where the applicant was to separately list each:

[C]ompleted affordable rental housing development that meets the management experience requirement outlined in Section Four of the RFA.

56. Ardent, in its application, identified Brownstone Residential, LLC ("Brownstone Residential"), as its management company. Ardent then listed two rental housing properties on Exhibit A to establish Brownstone Residential's prior management experience. These properties included Lancaster Senior Village and Richmond Senior Village. Ardent recorded in its application that Brownstone Residential had been managing Richmond Senior Village for three years.

57. The parties do not dispute that Lancaster Senior Village satisfactorily evinces Brownstone Residential's management experience with an affordable rental housing development. Based on Ardent's representations, Lancaster Senior Village consists of a total number of units no less than 50 percent of the total number of units in Ardent's proposed development (144 units as compared to 280 units for Ardent at Gulf View Apartments). It is further undisputed that Brownstone Residential has managed Lancaster Senior Village for at least two years prior to the application deadline (October 27, 2025).

58. Regarding Richmond Senior Village, however, Port Richey/Bradley Gardens argue that Brownstone Residential has only "managed" Richmond Senior Village since approximately August 2024. Consequently, Ardent did not sufficiently demonstrate Brownstone Residential's management experience for "at least two affordable rental housing properties ... for at least two years" prior to the application deadline. As a result, Port

Richey/Bradley Gardens contend that Florida Housing should have deemed Ardent's application ineligible for an award of funding.

59. Port Richey/Bradley Gardens introduced Stephen Auger to articulate the grounds for its challenge. Mr. Auger is currently the Chief Executive Officer of Birdsong Housing Partners, an affordable housing development firm. Prior to his current job, Mr. Auger worked for Florida Housing from 2000 through 2017. Mr. Auger expressed that he is very familiar with Florida Housing's procurement process, as well as the development and operation of affordable housing projects.

60. The heart of Mr. Auger's testimony rested on the fact that Richmond Senior Village did not receive a Certificate of Occupancy until August 5, 2024. Based on this date, Mr. Auger asserted that tenants were only allowed to live in Richmond Senior Village starting on August 1, 2024, which was less than two years before Ardent applied for funding on October 27, 2025. In fact, it is undisputed that the first tenant did not move into Richmond Senior Village until August 29, 2024, which was approximately 14 months prior to the application deadline.

61. Commenting on the requirement outlined in Exhibit A that a management company meet the experience requirement for a "completed" affordable rental housing development, Mr. Auger remarked that a development is not "completed" until construction is finished, the housing project is "open for business," and tenants are allowed to move onto the property. Mr. Auger claimed that, only at that point does a management company perform its critical functions, including addressing budgetary deficits, ensuring the development is generating sufficient rent to fund operations, filling empty housing units, inspecting the property for compliance issues, and monitoring health and safety concerns.

62. As presented in Robert Dryman's testimony (below), Mr. Auger roundly contested the proposition that any pre-leasing activities in which Brownstone Residential was engaged during the months prior to Richmond

Senior Village opening for occupancy serve as evidence of "experience in management." Mr. Auger pressed that these various tasks, such as certifying tenant income, preparing documentation, and filing reports, do not evince actual property management. Mr. Auger pithily referred to these steps as "planning to manage," but not "management" itself. Mr. Auger proclaimed that there was nothing for Brownstone Residential to manage until Richmond Senior Village "had people in it" and began overseeing the general day-to-day operations of the development. In Mr. Auger's opinion, it was "ridiculous" to conclude that a management company could show management experience for a housing development that had no tenants.

63. Mr. Auger also pointed to the Management Agreement that Brownstone Residential had entered with Richmond Senior Village, which expressly stated that Brownstone Residential's:

[D]uties and responsibilities under this Agreement shall be in effect ... commencing ninety (90) days from delivery of the first certificates of occupancy

Mr. Auger voiced that this timeframe is consistent with his experience that income certifications for prospective tenants and pre-leasing activities usually begin around three months out from a development "opening its doors." Mr. Auger stated that, with the first Certificate of Occupancy issued to Richmond Senior Village on August 5, 2024, at the earliest, Brownstone Residential's management services began in May 2024, which is still too little time to satisfy the RFA's two-year management experience precondition.

64. Consequently, because Richmond Senior Village did not sufficiently demonstrate Brownstone Residential's management experience as directed by Section Four, A.3.e, Mr. Auger urged that Florida Housing should have found Ardent's application ineligible for funding under RFA 2025-205.

65. Ardent, for its part, argued that the information it submitted in its application complied with the RFA's requirement to demonstrate its

management company's (Brownstone Residential) "experience in the management of at least two affordable rental housing properties." To support its position, Ardent offered the testimony of Robert Dryman and Doak Brown.

66. Mr. Dryman is currently the President of Brownstone Residential. Initially, Mr. Dryman insisted that "little doubt" exists that Brownstone Residential possesses the management experience necessary to effectively oversee the project for which Ardent seeks housing credits. Mr. Dryman represented that Brownstone Residential currently manages 42 separate affordable, rent-restricted housing developments in its portfolio. These developments range in size from 40 to 150 units.

67. That said, Mr. Dryman recognized that the issue in this protest is not Brownstone Residential's actual management experience, but whether a housing development Ardent listed in its application (Richmond Senior Village) met the specific requirement set forth in Section Four, A.3.e. Exhorting that it does, Mr. Dryman contended that Brownstone Residential began "demonstrating experience" in managing Richmond Senior Village on July 1, 2021. Mr. Dryman pinpointed this date based on the moment Brownstone Residential executed a Management Agreement to manage Richmond Senior Village. Using July 1, 2021, as a starting date, Mr. Dryman maintained that Brownstone Residential assumed ultimate responsibility of all management functions and had continuously managed Richmond Senior Village for approximately four and a half years prior to the application deadline of October 27, 2025.

68. Mr. Dryman acknowledged that Richmond Senior Village did not received a Certificate of Occupancy until August 5, 2024. Addressing how Brownstone Residential gained management experience prior to August 2024, Mr. Dryman asserted that Brownstone Residential started "managing" Richmond Senior Village long before tenants actually moved onto the property. Specifically, Mr. Dryman relayed that Brownstone Residential has been continually responsible for and performed the following: attending

development "pipeline" meetings to make certain that the property reached closing; contacting potential vendors for the property; creating a tenant selection plan; fielding calls from prospective tenants; overseeing the development's compliance with affordable housing regulatory and financial requirements, including the preparation of annual compliance reports; and preparing a proposed budget to ensure that the housing project will financially support its operations.

69. With that being said, during his testimony, Mr. Dryman acknowledged that Brownstone Residential did not begin its day-to-day managerial operations until after Richmond Senior Village had received its Certificate of Occupancy and opened the property to the public and was "starting to house tenants."

70. Doak Brown is currently the Chief Operating Officer of Brownstone Group. In his role, Mr. Brown oversees the business operations of all Brownstone companies, which includes Brownstone Residential. Mr. Brown explained that Brownstone Group focuses on multi-family housing and development. Mr. Brown represented that Brownstone Group has been involved in 53 affordable housing projects since 2005, consisting of approximately 8,000 units. Regarding RFA 2025-205, Mr. Brown signed Ardent's application for housing credits, and is listed in Ardent's application as one of its Principals.

71. During his testimony, Mr. Brown relayed that Ardent at Gulf View Apartments is Brownstone Group's first affordable housing development in Florida. Mr. Brown reiterated that Brownstone Residential will be tasked to manage the development. Mr. Brown relayed that Brownstone Group specifically created Brownstone Residential to manage its affordable housing developments. As Mr. Brown expressed, "nobody cares for your property more than you do."

72. Addressing Brownstone Residential's management experience, Mr. Brown firmly pronounced that the company possesses the requisite

experience to manage affordable rental housing properties. Mr. Brown further asserted that Ardent rightfully relied on Brownstone Residential's involvement with Richmond Senior Village to show Brownstone Residential's management ability for the two years prior to the RFP's application deadline. Mr. Brown pressed that Brownstone Residential's management responsibilities for Richmond Senior Village began in earnest in mid to late 2022, when "the construction actually commenced."

73. During his testimony, Mr. Brown acknowledged that Richmond Senior Village was not opened to tenants until August 2024. That said, Mr. Brown testified that Brownstone Residential was engaged early in the construction phase, and its involvement in the project was "absolutely necessary" from late 2022 through August 2024. Mr. Brown imparted that Brownstone Residential was relied upon to carry out a number of responsibilities for Richmond Senior Village over this time, including executing rental agreements with future tenants; producing a management plan; and properly completing and submitting all regulatory compliance instruments. Mr. Brown voiced that the tasks that Brownstone Residential performed for Richmond Senior Village were essential to ensuring that the property was placed in service. Mr. Brown added that Brownstone Residential's activities were critical because the failure of an affordable housing development to ensure that its tenants comply with income requirements could potentially result in the loss of an award of future tax credits.

74. Regarding the specific language the RFA used to request information regarding the management company, Mr. Brown maintained that the terms of Section Four, A.3.e., did not require the representative housing development to have been "placed in service" or to have received a certificate of occupancy in order for Brownstone Residential to demonstrate management experience. Neither did the RFA mandate a certain level of control that Brownstone Residential must have had over Richmond Senior Village. Therefore, Mr. Brown asserted that, based on the words on the face

of the RFA, Richmond Senior Village adequately demonstrated Brownstone Residential's management experience for over two years prior to the application deadline.

75. Florida Housing, for its part, advocated in favor of Port Richey/Bradley Gardens' position that Ardent's application failed to sufficiently demonstrate that its management company, Brownstone Residential, possessed the management experience the RFA required. Speaking for Florida Housing, Ms. Levy took the viewpoint that an application did not "demonstrat[e] experience in the management" of an affordable rental housing property without referencing a property that was actually being managed. Ms. Levy opined that, to show management experience, the representative housing development should embody three elements: 1) control over the property, 2) the existence of rental units on the property, and 3) tenants occupying rental units on the property. In other words, the objective behind the RFA's request for management experience information was to discern the designated management company's actual ability to effectively administer and oversee a rental housing property.

76. Therefore, in Ms. Levy's opinion, for a housing development to satisfy the requirement described in Section Four, A.3.e., it should be "placed in service." This status begins when, as articulated in Exhibit A, the development is a "*completed* affordable rental housing development," and tenants are able to, and have, taken up residence on the property. Regarding the "(in)completeness" of Richmond Senior Village, Ms. Levy contended that because tenants did not move into the development until August 2024, Brownstone Residential's relationship with Richmond Senior Village did not demonstrate actual management experience over a "completed" housing development for the full two years preceding the application deadline (October 27, 2025). Stated simply, Ms. Levy declared that if Richmond Senior Village did not have any buildings in service, then there was no property for Brownstone Residential to manage.

77. As to Ardent's (Mr. Dryman and Mr. Brown) assertion that Brownstone Residential began managing Richmond Senior Village in July 2021, Ms. Levy acknowledged that a property management company may perform certain duties before tenant occupancy, such as budgeting, marketing, ensuring regulatory requirements are met, and preparing a tenant selection plan. Ms. Levy also acknowledged that Section Four, A.3.e., did not expressly reference tenant occupancy or post-leasing operations as requirements in order to show management experience. Neither did the RFA or any applicable administrative statute or rule define the term "demonstrating experience in the management of" as that term is used in Section Four, A.3.e.

78. Ms. Levy remarked, however, that the pre-leasing activities Brownstone Residential carried out for Richmond Senior Village reflected only "limited administrative functions." In her view, the few days of work performed prior to the existence of residential units (and tenants) on the property constituted pre-management tasks, not active property management, such as collecting rent, interacting with residents, operating the property within a budget, and qualifying tenants to sign leases. Ms. Levy exhorted that the term "demonstrating" as used in the RFA meant more than just preparing the property for prospective tenants. Ms. Levy expounded that, when awarding housing credits, Florida Housing must ensure that the winning applicants (and their support teams) are "good stewards of resources." Consequently, she did not believe that the activities Brownstone Residential conducted before Richmond Senior Village was available for tenant occupancy demonstrated the management company's ability to competently effectuate a management plan and sustain an affordable rental housing property without jeopardizing public funds.

79. Therefore, after considering the allegations Port Richey/Bradley Gardens raised in their protest, Ms. Levy advanced that Ardent's application did not provide adequate evidence that the management company it selected

for its housing development (Brownstone Residential) possessed sufficient experience in the management of two completed affordable rental housing properties for at least two years prior to the date Ardent submitted its application for housing credits. Consequently, Ms. Levy stated that Ardent's application did not meet the requirements of Section Four, A.3.e. As a result, Ms. Levy voiced that Florida Housing's determination that Ardent's housing development was eligible for an award of funding was erroneous and contrary to the express terms of RFA 2025-205.

Summary Findings:

80. Benschley's Protest of RPV: Regarding Benschley's protest of RPV's application, the testimony of Mr. Coakley, Mr. Moore, and Ms. Levy is credible and is credited. The evidence adduced during the final hearing supports the finding that Florida Housing appropriately deemed RPV's application eligible for tax credits under RFA 2025-205. Accordingly, Florida Housing's preliminary award of funding to RPV was not contrary its governing statutes, rules, or the solicitation specifications.

81. RPV (Mr. Coakley) presented persuasive argument that its application included all the information required in Section Four, A.7.a., regarding its Site Control over the property on which it intends to locate its housing development. Contrary to Benschley's assertions, the undersigned finds that the language of the RFA did not require an applicant to submit the actual legal description of the development property in order to establish an "Eligible Contract." RPV's position was bolstered by Ms. Levy, who convincingly explained that the purpose of the RFA's Site Control provision was for the applicant to show how it would acquire the development property identified in the application. RPV met this requirement by attaching to its application its Contract for Purchase with the Tampa Housing Authority and Robles Park.

82. Therefore, based on the evidence in the record, Benschley did not establish, by a preponderance of the evidence, that Florida Housing's award

of tax credits to RPV was clearly erroneous, contrary to competition, arbitrary, or capricious. As a result, Benschley did not meet its burden of proving that Florida Housing's intended award of funding to RPV under RFA 2025-205 was contrary to its governing statutes, rules or policies, or the solicitation specifications.

83. Port Richey/Bradley Gardens' protest of Ardent: Regarding Port Richey/Bradley Gardens' protest of Ardent's application, the testimony of Mr. Auger and Ms. Levy is credible and is credited. The evidence adduced during the final hearing supports the finding that Florida Housing improperly deemed Ardent's application eligible for housing credits under RFA 2025-205. Therefore, Florida Housing's preliminary award of funding to Ardent was contrary to its governing statutes, rules, or the solicitation specifications.

84. Mr. Auger presented the more persuasive argument that Ardent's application failed to sufficiently show the experience of its management company, Brownstone Residential, with affordable rental housing properties. Specifically, Richmond Senior Village does not serve as a "completed" affordable rental housing development "for at least two years" that Ardent can reference to adequately "demonstrate" Brownstone Residential's management experience. Mr. Auger and Ms. Levy delivered the more convincing application and interpretation of the language of Section Four, A.3.e., i.e., to comply with the terms of the RFA, the management company must "demonstrate experience in the management" of a "completed" housing development. Mr. Auger cogently communicated that a housing development is not "completed" until construction of the project is finished, and tenants reside on the property. Similarly, Ms. Levy, as supported by Mr. Auger, effectively explained why the pre-leasing activities Brownstone Residential performed for Richmond Senior Village do not "demonstrate" the company's actual management experience that the RFA sought through Section Four, A.3.e. Consequently, Richmond Senior Village, which was not open for tenant

occupancy until approximately 14 months prior to the date Ardent submitted its application for housing credits, did not qualify for purposes of RFA 2025-205.

85. Accordingly, based on the evidence in the record, Port Richey/Bradley Gardens established, by a preponderance of the evidence, that Ardent's application failed to meet a threshold eligibility requirement set forth in Section Four, A.3.e. Consequently, Ardent is not eligible for an award of funding under the RFA. As a result, Florida Housing's preliminary award of tax credits to Ardent was clearly erroneous, contrary to competition, arbitrary, or capricious. Therefore, Port Richey/Bradley Gardens met its burden of proving that Florida Housing's intended award of funding to Ardent under RFA 2025-205 was contrary to its governing statutes, rules or policies, or the solicitation specifications.

CONCLUSIONS OF LAW

86. DOAH has jurisdiction over the subject matter and the parties to this competitive procurement protest pursuant to sections 120.569, 120.57(1), and 120.57(3). *See also* Fla. Admin. Code R. 67-60.009(2).

87. This bid protest involves challenges to Florida Housing's preliminary awards of funding under RFA 2025-205. Pursuant to section 120.57(3)(f), the burden of proof in this matter rests with Petitioners as the parties protesting the proposed agency action. *See State Contracting & Eng'g Corp. v. Dep't of Transp.*, 709 So. 2d 607, 609 (Fla. 1st DCA 1998). Section 120.57(3)(f) further provides that in a bid protest:

[T]he administrative law judge shall conduct a de novo proceeding to determine whether the agency's proposed action is contrary to the agency's governing statutes, the agency's rules or policies, or the solicitation specifications. The standard of proof for such proceedings shall be whether the proposed agency action was clearly erroneous, contrary to competition, arbitrary, or capricious.

88. The phrase "de novo proceeding" in section 120.57(3)(f) describes a form of intra-agency review. The purpose of the administrative law judge's ("ALJ") review is to "evaluate the action taken by the agency." *J.D. v. Fla. Dep't of Child. & Fams.*, 114 So. 3d 1127, 1132 (Fla. 1st DCA 2013); and *State Contracting*, 709 So. 2d at 609. A de novo proceeding "simply means that there was an evidentiary hearing ... for administrative review purposes" and does not mean that the ALJ "sits as a substitute for the [agency] and makes a determination whether to award the bid *de novo*." *J.D.*, 114 So. 3d at 1133; *Intercontinental Props., Inc. v. Dep't of HRS*, 606 So. 2d 380, 386 (Fla. 3d DCA 1992). "The judge may receive evidence, as with any formal hearing under section 120.57(1), but the object of the proceeding is to evaluate the action taken by the agency." *State Contracting*, 709 So. 2d at 609.

89. Accordingly, Benschley and Port Richey/Bradley Gardens, as the primary parties protesting the intended awards, must prove, by a preponderance of the evidence, that Florida Housing's proposed action is: (a) contrary to its governing statutes, (b) contrary to its rules or policies, or (c) contrary to the specifications of RFA 2025-205. The standard of proof that these Petitioners must meet to establish that the intended award violates this statutory standard is that Florida Housing's decision was: (a) clearly erroneous; (b) contrary to competition; or (c) arbitrary or capricious. §§ 120.57(3)(f) and 120.57(1)(j), Fla. Stat.; and *AT&T Corp. v. State, Dep't of Mgmt. Servs.*, 201 So. 3d 852, 854 (Fla. 1st DCA 2016).

90. The "clearly erroneous" standard has been defined to mean "the interpretation will be upheld if the agency's construction falls within the permissible range of interpretations." *Colbert v. Dep't of Health*, 890 So. 2d 1165, 1166 (Fla. 1st DCA 2004). A factual determination is "clearly erroneous" when the reviewer is "left with a definite and firm conviction that [the fact-finder] has made a mistake." *Tropical Jewelers Inc. v. Bank of Am., N.A.*, 19 So. 3d 424, 426 (Fla. 3d DCA 2009); *see also Holland v. Gross*, 89 So. 2d 255, 258 (Fla. 1956)(When a finding of fact by the trial court "is without

support of any substantial evidence, is clearly against the weight of the evidence or ... the trial court has misapplied the law to the established facts, then the decision is 'clearly erroneous.'").

91. An agency action is "contrary to competition" if it unreasonably interferes with the purpose of competitive procurement. As described in *Wester v. Belote*, 138 So. 721, 723-24 (Fla. 1931):

[T]he object and purpose [of the bidding process] ... is to protect the public against collusive contracts; to secure fair competition upon equal terms to all bidders; to remove not only collusion but temptation for collusion and opportunity for gain at public expense; to close all avenues to favoritism and fraud in its various forms; to secure the best values ... at the lowest possible expense; and to afford an equal advantage to all desiring to do business ... , by affording an opportunity for an exact comparison of bids.

In other words, the "contrary to competition" test forbids agency actions that: (a) create the appearance and opportunity for favoritism; (b) reduce public confidence that contracts are awarded equitably and economically; (c) cause the procurement process to be genuinely unfair or unreasonably exclusive; or (d) are abuses, i.e., dishonest, fraudulent, illegal, or unethical. *See* § 287.001, Fla. Stat.; and *Harry Pepper & Assoc., Inc. v. City of Cape Coral*, 352 So. 2d 1190, 1192 (Fla. 2d DCA 1977).

92. Finally, section 120.57(3)(f) requires an agency action be set aside if it is "arbitrary, or capricious." An "arbitrary" decision is one that is "not supported by facts or logic, or is despotic." *Agrico Chemical Co. v. Dep't of Env'tl. Reg.*, 365 So. 2d 759, 763 (Fla. 1st DCA 1978). A "capricious" action is one which is "taken without thought or reason or irrationally." *Id.*; *see also Hadi v. Liberty Behavioral Health Corp.*, 927 So. 2d 34, 40 (Fla. 1st DCA 2006).

93. To determine whether an agency acted in an "arbitrary" or "capricious"

manner, consideration must be given to "whether the agency: (1) has considered all relevant factors; (2) has given actual, good faith consideration to the factors; and (3) has used reason rather than whim to progress from consideration of these factors to its final decision." *Adam Smith Enter. v. Dep't of Env'tl. Reg.*, 553 So. 2d 1260, 1273 (Fla. 1st DCA 1989). The standard has also been formulated by the court in *Dravo Basic Materials Co. v. Department of Transportation*, 602 So. 2d 632, 632 n.3 (Fla. 2d DCA 1992), as follows: "If an administrative decision is justifiable under any analysis that a reasonable person would use to reach a decision of similar importance, it would seem that the decision is neither arbitrary nor capricious." *See also Acad. Express, LLC v. Broward Cnty.*, 53 So. 3d 1188, 1190 (Fla. 4th DCA 2011) ("In the contract procurement context, whether an action was arbitrary or capricious depends upon whether the awarding committee complied with its own proposal criteria.").

94. Florida Housing's governing statutes, rules, or policies include section 420.518, which states:

(1) An applicant ... may be precluded from participation in any [Florida Housing] program if the applicant ... has:

(a) Made a material misrepresentation ... in connection with any corporation program.

95. In addition, pursuant to its rulemaking authority under section 420.507(12), Florida Housing adopted chapter 67-60 to administer the competitive solicitation process. According to rule 67-60.006(1):

The failure of an Applicant to supply required information in connection with any competitive solicitation pursuant to this rule chapter shall be grounds for a determination of nonresponsiveness with respect to its Application. If a determination of nonresponsiveness is made by [Florida Housing], the Application shall be considered ineligible.

96. Finally, RFA 2025-205 Section Three, F.3, provides that, by submitting an application, each applicant agrees and certifies that:

Proposed Developments funded under this RFA will be subject to the requirements of the RFA, inclusive of all Exhibits, the Application requirements outlined in Rule Chapter 67-21, F.A.C., 67-48, F.A.C., 67-60 F.A.C., and the Compliance requirements of Rule Chapter 67-53, F.A.C.

Benschley Has Standing to Protest the Contract Award Process:

97. As an initial procedural matter, RPV contends that Benschley may not bring this bid challenge because Benschley's initial Petition did not establish standing to protest Florida Housing's proposed award of funding to RPV.

98. Standing is a jurisdictional, threshold issue in a chapter 120 proceeding. Generally, standing is the equivalent of assessing subject-matter jurisdiction. *Grand Dunes, Ltd. v. Walton Cty.*, 714 So. 2d 473, 475 (Fla. 1st DCA 1998); and *Abbott Labs. v. Mylan Pharmaceuticals, Inc.*, 15 So. 3d 642, 651 n.2 (Fla. 1st DCA 2009). DOAH lacks jurisdiction to consider a petition's merits unless and until a petitioner affirmatively establishes standing. See *Delgado v. Ag. for Health Care Admin.*, 237 So. 3d 432, 438 (Fla. 1st DCA 2018).

99. To have standing to initiate a bid protest, a petitioner must establish that its substantial interests are "adversely affected" by the agency's decision. See §§ 120.569(1) and 120.57(3)(b), Fla. Stat.; and *Ag. for Health Care Admin. v. Best Care Assurance, LLC*, 302 So. 3d 1012, 1016 (Fla. 1st DCA 2020). A petitioner shows that it is adversely affected by demonstrating that it would be eligible for award of the contract if its bid challenge is successful. *Preston Carroll Co. v. Fla. Keys Aqueduct Auth.*, 400 So. 2d 524, 525 (Fla. 3d DCA 1981); and *Madison Highlands, LLC v. Fla. Hous. Fin. Corp.*, 220 So. 3d 467, 473 (Fla. 5th DCA 2017)(In allowing the consideration of the protestor's second amended petition, the court commented that, "The second lowest bid establishes that substantial interest [to challenge the proposed award]

because if the lowest bid is disqualified, the second lowest bid may receive the award.").

100. Comparatively, a petitioner who is a non-bidder or submits a nonresponsive bid in a competitive procurement is not eligible for the contract. Consequently, that petitioner would not have standing to challenge the agency's award of the contract to another vendor, because that petitioner could not win the contract. *See Westinghouse Elec. Corp. v. Jacksonville Transp. Auth.*, 491 So. 2d 1238 (Fla. 1st DCA 1986); *AHF MCO of Fla., Inc. v. Ag. for Health Care Admin.*, 308 So. 3d 1136, 1139 (Fla. 1st DCA 2020); and *Peace River/Manasota Reg'l Water Supply Auth. v. IMC Phosphates Co.*, 18 So. 3d 1079, 1082-83 (Fla. 2d DCA 2009)("As a general proposition, '[s]tanding is a legal concept that requires a would-be litigant to demonstrate that he or she reasonably expects to be affected by the outcome of the proceedings, either directly or indirectly.'" (quoting *Hayes v. Guardianship of Thompson*, 952 So. 2d 498, 505 (Fla. 2006))).

101. In this case, RPV maintains that Benschley lacks standing because its initial Petition did not assert facts that, if proven true, would establish that Benschley was adversely affected by Florida Housing's intended award of tax credits to RPV. Benschley timely filed a formal written protest on December 29, 2025, challenging the eligibility or scoring of the applications of RPV, CGPA, and TWG Citrus. RPV argues that, even if Benschley were to show that all three of those applicants were ineligible or incorrectly scored, Benschley would still not be entitled to an award of funding under RFA 2025-205. This is because, through the "complex funding waterfall" set forth in the RFA, if RPV, CGPA, and TWG Citrus were removed from the selection process ahead of Benschley, the portion of the award that Benschley seeks would then go to The Adderley 2 and JR Tower – NOT Benschley. It was only after a fourth applicant, Magnolia Gardens, eliminated itself from consideration on January 15, 2026, that Benschley secured a viable "pathway

to funding." (This realization led Benschley to file its Amended Petition on January 27, 2026, to add Magnolia Gardens.⁷).

102. The lynchpin of RPV's contention is that Benschley's initial Petition did not contain any reference to the potential ineligibility of Magnolia Gardens. (Most certainly this is because the key condition that would lead to a Benschley award, the removal of Magnolia Gardens' application from the funding waterfall once it accepted an award in RFA 2025-204, did not occur until two weeks AFTER Benschley filed its formal written protest on December 29, 2025.) Consequently, because Benschley's initial Petition did not contain allegations establishing that Benschley was "next in line" for an award under RFA 2025-205 at the time Benschley submitted its challenge to Florida Housing, Benschley failed to sufficiently demonstrate that its substantial interests were "adversely affected" by Florida Housing's preliminary award of tax credits. RPV adds that Benschley cannot cure this deficiency by subsequently amending its Petition. RPV advances that standing must be established at the time Benschley filed its (initial) formal written protest on December 29, 2025.

103. The undersigned concludes that Benschley's initial Petition does contain sufficient allegations to establish that it could be eligible for an award of funding under RFA 2025-205, and thus, "adversely affected" by Florida Housing's intended decision, if its bid protest is successful. Therefore, Benschley's (initial) formal written protest demonstrated the standing necessary for it to prosecute this challenge to Florida Housing's award of tax credits under the RFA.

104. Standing to initiate a section 120.57 action only requires proof that a petitioner has a substantial interest, and that the interest reasonably could be affected by the proposed agency action. "Standing is a 'forward-looking concept'" and "cannot 'disappear' based on the ultimate outcome of the

⁷ The funding selection scenarios for Benschley are described at footnote 4 above.

proceeding ... When standing is challenged during an administrative hearing, the petitioner must offer proof of the elements of standing, and it is sufficient that the petitioner demonstrate by such proof that his substantial interests 'could reasonably be affected by ... [the] proposed activities.'" *Palm Beach Cnty. Env't Coal. v. Fla. Dep't. of Env't Prot.*, 14 So. 3d 1076, 1078 (Fla. 4th DCA 2009)(explaining that the question of whether a party has standing is different from the question of whether the party will be able to prove its case); see also *St. Johns Riverkeeper, Inc. v. St. Johns River Water Mgmt.*, 54 So. 3d 1051, 1054 (Fla. 5th DCA 2011)("[I]f standing is challenged during an administrative hearing, the petitioner must offer evidence to prove that its substantial rights *could* be affected by the agency's action.")(citing *Peace River/Manasota Reg'l Water Supply Auth. v. IMC Phosphates Co.*, 18 So. 3d 1079, 1084 (Fla. 2d DCA 2009)).

105. Reviewing whether Benschley's initial Petition filed on December 29, 2025, sufficiently raised its standing to challenge Florida Housing's preliminary award to RPV, the factual allegations contained within Benschley's Petition must be taken as true. *Madison Highlands*, 220 So. 3d at 474; and *Best Care*, 302 So. 3d at 1016. Accordingly, for purposes of determining Benschley's standing, the undersigned assumes that Benschley's application is eligible for funding through RFA 2025-205. The undersigned further assumes that TWG Citrus and RPV are ineligible for consideration of an award, and the Proximity Funding Preference awarded to CGPA's application is deducted. Based on these circumstances, the undersigned concludes that Benschley "could" reasonably be awarded funding under the RFA as Benschley alleged in its (initial) formal written protest—if the application of Magnolia Gardens was also eliminated from consideration before Florida Housing finalized its award of tax credits (as it so happened).

106. The undersigned is not persuaded that Benschley's standing to pursue this action should be dictated by the fact that Benschley did not expressly mention Magnolia Gardens in its initial Petition, or that the

mechanism that created Benschley's "pathway to funding" did not actually manifest until after Benschley filed its initial Petition (and before the final hearing). Florida Housing announced its preliminary awards on December 12, 2025. Benschley's clear objective in undertaking this bid protest was to challenge Florida Housing's proposed award of tax credits. If RPV's application is removed from consideration, as is the relief Benschley sought in both the initial and Amended Petitions, then Benschley "could" reasonably receive tax credits under RFA 2025-205.⁸

107. Therefore, the undersigned concludes that Benschley's initial Petition sufficiently established its standing to challenge Florida Housing's intended award of funding to RPV. Benschley, both in its written protests and during the evidentiary hearing, demonstrated that its substantial interests under section 120.57(3) are adversely affected in this matter. Accordingly, Benschley has standing to contest the preliminary award of funding to RPV, and is entitled to a formal administrative hearing during which it may (and did) present evidence to support its allegations that the proposed award was contrary to Florida Housing's governing statutes, rules, policies, or the RFA specifications.

Legal Review and Analysis:

I. The Merits of Benschley's Protest of the Award to RPV:

108. Turning to the merits of Benschley's protest of Florida Housing's proposed award of funding to RPV, the undersigned concludes that Florida

⁸ To apply the circumstances otherwise and dismiss Benschley's (initial) formal written protest for lack of standing would create an untenable situation in a protestor's lawful ability to challenge the proposed award of a public contract. Section 120.57(3)(b) states that any person who is adversely affected by the agency's decision "shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision." Adopting RPV's reasoning would mean that Benschley would never have had the opportunity to contest Florida Housing's proposed award even though it did gain a "pathway to funding" well ahead of the final hearing and before Florida Housing will formulate final agency action. The other alternative would be to allow Benschley standing to initiate its protest when its substantial interests materialized after Magnolia Gardens became ineligible for funding on January 15, 2026. But, in that case, Benschley's protest would plainly be untimely and prohibited under section 120.57(3).

Housing's decision to award tax credits under RFA 2025-205 to RPV is not contrary to its governing statutes, rules or policies, or the solicitation specifications. The evidence presented at the final hearing shows that RPV's application complied with the applicable criteria set forth in the RFA, and was fully eligible to receive funding under RFA 2025-205. Accordingly, Florida Housing's intended award to RPV for the RPV Parcel E housing development was not clearly erroneous, contrary to competition, arbitrary, or capricious and should not be overturned.

109. Regarding the specific allegations, in order to be eligible to receive funding under the terms of the RFA, an applicant must show its "Readiness to Proceed" by demonstrating site control. As evidence of site control, Section Four, A.7.a., stated that an applicant could provide an "Eligible Contract." As detailed in Section Four, A.7.a(1), if an applicant elected to submit an Eligible Contract, the document must meet four conditions, including:

- (a) having a term that does not expire before January 31, 2026;
- (b) stating that the buyer's remedy for default on the part of the seller includes or is specific performance;
- (c) showing that the Applicant is the buyer of the property; and
- (d) showing that the owner of the property is the seller.

110. For its application, RPV elected to submit the Contract for Purchase as its Eligible Contract. Benschley, in challenging the sufficiency of the Contract for Purchase, posed the (not unreasonable) argument that the inclusion of a finalized legal description that definitively identified the development property might help Florida Housing ensure the feasibility of an applicant's proposed housing project. However, no provision of the RFA or any other governing rule or statute required such information. On the contrary, Ms. Levy persuasively attested that everything that an applicant must include to evince an Eligible Contract is listed in Section Four, A.7.a., and nothing further is required under the RFA. Ms. Levy's comprehensive

and sound testimony was based on a fair and well-reasoned interpretation and application of the plain and unambiguous language of the RFA. *See Heritage Oaks, LLP v. Madison Pointe, LLC*, 277 So. 3d 215, 218 (Fla. 1st DCA 2019)("Florida Housing is 'required to interpret the RFA consistently with its plain and unambiguous language.' ... An agency may not adopt implausible or unreasonable interpretations of an RFA.").

111. Accordingly, because the "Eligible Contract" (the Contract for Purchase) that RPV submitted with its application clearly met all four requirements of Section Four, A.7.a(1), no legal grounds exist to find RPV's application ineligible for funding due to the fact that the Contract for Purchase did not include a legal description of the property. Therefore, the evidence adduced during the final hearing does not show that Florida Housing acted erroneously, contrary to competition, arbitrarily, or capriciously by relying on RPV's Contract for Purchase in determining RPV's application eligible for an award of funding. Consequently, Benschley did not prove that Florida Housings preliminary award of tax credits to RPV was contrary to its governing statutes, rules or policies, or the solicitation specifications.

II. The Merits of Port Richey/Bradley Gardens' Protest of the Award to Ardent:

112. Regarding the merits of Port Richey/Bradley Gardens' protest of Florida Housing's proposed award of funding to Ardent, the undersigned concludes that Florida Housing's decision to award tax credits under RFA 2025-205 to Ardent is contrary to its governing statutes, rules or policies, or the solicitation specifications. The evidence presented at the final hearing shows that Ardent failed to satisfactorily respond to Section Four, A.3.e. Specifically, Ardent's application did not adequately demonstrate that the management company it intended to use (Brownstone Residential) to manage its housing development had the requisite "experience in the management of" at least two affordable rental housing properties for at least two years.

Consequently, Ardent is not eligible to receive tax credits under RFA 2025-205. Accordingly, by granting an award of funding to Ardent that is contrary to the RFA specifications, Florida Housing's preliminary award for Ardent at Gulf View Apartments is clearly erroneous, contrary to competition, arbitrary, or capricious and should be reversed.

113. The resolution of Port Richey/Bradley Gardens' protest rests on the interpretation of a specific provision in the RFA. To prevail in its challenge, Port Richey/Bradley Gardens must prove that Florida Housing's determination that Ardent's application fulfilled the request for information in Section Four, A.3.e., is clearly erroneous, contrary to competition, arbitrary, or capricious. Based on the competent substantial evidence and testimony in the record, Port Richey/Bradley Gardens presented the more persuasive argument that Brownstone Residential's management of Richmond Senior Village did not meet the requirements of Section Four, A.3.e. Specifically, Brownstone Residential did not show "experience in the management of" a "completed" affordable rental housing development for at least two years prior to the date Ardent submitted its application for funding under RFA 2025-205.

114. In reviewing this issue, the parties agreed that neither the RFA specifications nor Florida Housing's rules or governing statutes expressly define the phrase "experience in the management of" as that language is used in Section Four, A.3.e. But, one word whose definition can be reasonably construed is "completed." Thus, when the RFA used the word "completed" in Exhibit A to accentuate the term "affordable rental housing development ... that meets the management experience requirement outlined in Section Four," the convergence of the testimony of Mr. Auger and Ms. Levy presents the more compelling intonation of the clear meaning of Section Four, A.3.e. Mr. Auger effectively declared that a development is not "completed" until construction is finished, the housing project is "open for business," and tenants are allowed to move onto the property. Similarly, Ms. Levy credibly

and convincingly conveyed that preopening activities do not "demonstrate" management experience. Instead, to meet the terms of the RFA, the management company must have managed a "completed" rental housing development, i.e., a development where tenants are able to, and have, taken up residence on the property.

115. Because the facts established that Richmond Senior Village was not a "completed" rental housing unit until less than two years prior to Ardent applying for tax credits, Ardent did not provide the information required by Section Four, A.3.e. As a result, Ardent's application is not eligible for an award of funding, and Florida Housing's initial determination to the contrary was inconsistent with the RFA as written. Therefore, Port Richey/Bradley Gardens proved that Florida Housing's preliminary award of funding to Ardent, a non-responsive bidder, was clearly erroneous (Florida Housing mistakenly applied an incorrect interpretation of the language of Section Four, A.3.e., to Ardent's application), contrary to competition (Florida Housing's application of Section Four, A.3.e., gave Ardent an unfair advantage), arbitrary (Florida Housing's intended award to Ardent was without a factual basis), and capricious (Florida Housing's intended award to Ardent was without reason). Accordingly, as a matter of law, Florida Housing should find Ardent's application ineligible for funding and reverse its decision to award of tax credits to Ardent under RFA 2025-205.

116. In sum, the competent substantial evidence and testimony in the record leads to two conclusions. First, Benschley did not demonstrate that Florida Housing's preliminary award of tax credits to RPV under RFA 2025-205 was made in a manner that was clearly erroneous, contrary to competition, arbitrary, or capricious. At the final hearing, Florida Housing articulated good faith factual and legal reasons why the Site Control documentation RPV included with its application complied with the specific language of Section Four, A.7.a. Consequently, Benschley did not meet its burden of proving that Florida Housing's decision to award housing credits to

RPV is contrary to Florida Housing's governing statutes, rules, or policies, or the solicitation specifications. Therefore, RPV's application was eligible for funding, and no legal basis exists to set aside Florida Housing's award to RPV for the RPV Parcel E housing development.

117. Conversely, Port Richey/Bradley Gardens proved that Florida Housing's preliminary award of funding to Ardent under RFA 2025-205 was clearly erroneous, contrary to competition, arbitrary, or capricious. The greater weight of the competent substantial evidence establishes that Ardent did not include in its application certain information required by Section Four, A.3.e. Specifically, Ardent failed to adequately demonstrate that its management company, Brownstone Residential, possessed sufficient experience managing "completed" affordable rental housing properties. As a result, Port Richey/Bradley Gardens met their burden of proving that Florida Housing's decision to award tax credits to Ardent for the Ardent at Gulf View Apartments housing development was contrary to Florida Housing's governing statutes, rules, or policies, or the solicitation specifications. Therefore, Ardent's application is ineligible for funding under RFA 2025-205, and Florida Housing should set aside its preliminary award of tax credits to Ardent.

RECOMMENDATION

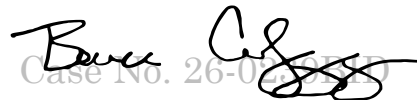
Based on the foregoing Findings of Fact and Conclusions of Law, it is RECOMMENDED that Florida Housing Finance Corporation enter a final order:

1. Finding the eligibility of applications for funding under RFA 2025-205 consistent with stipulated and undisputed facts listed in paragraph 17 above;⁹

⁹ See *Palm Beach Polo Holdings, Inc. v. Broward Marine, Inc.*, 174 So. 3d 1037, 1039 (Fla. 4th DCA 2015) ("Pretrial stipulations prescribing the issues on which a case is to be tried are binding upon the parties and the court, and should be strictly enforced.").

2. Dismissing the protest of Benschley, and finding RPV's application eligible for funding under RFA 2025-205;
3. Finding Benschley's application eligible for funding under RFA 2025-205; and
4. Determining that Ardent's application is ineligible for funding under RFA 2025-205, and set aside Florida Housing's preliminary award of housing credits to Ardent.

DONE AND ENTERED this 5th day of May, 2026, in Tallahassee, Leon County, Florida.



J. BRUCE CULPEPPER
Administrative Law Judge
DOAH Tallahassee Office

Division of Administrative Hearings
2001 Drayton Drive
Tallahassee, Florida 32311
(850) 488-9675
www.doah.state.fl.us

Filed with the Clerk of the
Division of Administrative Hearings
this 5th day of May, 2026.

COPIES FURNISHED:

Laura Cox, General Counsel
(eServed)

Corporation Clerk
(eServed)

Ethan Katz, Esquire
(eServed)

Rhonda DiVagno Morris, Esquire
(eServed)

Michael P. Donaldson, Esquire
(eServed)

Christopher Brian Lunny, Esquire
(eServed)

M. Christopher Bryant, Esquire
(eServed)

Laura S. Olympio, Esquire
(eServed)

Tiffany A. Roddenberry, Esquire
(eServed)

Lawrence E. Sellers, Esquire
(eServed)

Derek E. Bruce, Esquire
(eServed)

Jordann Wilhelm, Esquire
(eServed)

Robert William Skrob, Esquire
(eServed)

Maureen McCarthy Daughton, Esquire
(eServed)

Angela Josephine Misch, Esquire
(eServed)

Chad Wayne Dunn, Esquire
(eServed)

Marc Ito, Esquire
(eServed)

Anthony L. Bajoczky, Jr, Esquire
(eServed)

NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 10 days from the date of this Recommended Order. Any exceptions to this Recommended Order should be filed with the agency that will issue the Final Order in this case.

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

BENSCHLEY MANOR, LTD., and
BENSCHLEY MANOR DEVELOPER, LLC

Petitioners,

Case No. 26-000239BID
FHFC Case No.: 2025-068BP
RFA No.: 2025-205

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

and

RPV PARCEL E, LP., CGPA PARCEL B, LP., and
TWG CITRUS, LP.,

Intervenors.

AUTUMN PALMS NORTH PORT, LTD.,

Petitioner

Case No. 26-000240BID
FHFC Case No.: 2025-0069BP

vs.

FLORIDA HOUSING FINANCE CORPORATION

Respondent,

BLUE CENTRAL AVENUE, LLC,

Petitioner,

Case No. 26-000241BID
FHFC Case No.: 2025-070BP

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

PERRINE APARTMENTS, III, LTD,

Petitioner,

Case No. 26-000242BID
FHFC Case No.: 2025-071BP

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

PORT RICHEY LEASED HOUSING
ASSOCIATES V, LLLP,

Petitioner,

Case No. 26-000244BID
FHFC Case No.: 2025-072BP

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

BRADLEY GARDENS, LTD.,

Petitioner,

Case No. 26-000245BID
FHFC Case No.: 2025-073BP

vs.

FLORIDA HOUSING FINANCE CORPORATION,

BENSCHLEY MANOR, LTD's & BENSCHLEY MANOR DEVELOPER, LLC's
EXCEPTIONS TO RECOMMENDED ORDER

Petitioners, Benschley Manor, Ltd. and Benschley Manor Developer, LLC, (collectively, Benschley Manor) pursuant to Section 120.57(1)(k), Florida Statutes and Rule 28-106.217, Florida

Administrative Code, file the following exceptions to the Recommended Order issued on May 5, 2026. This proceeding involves Respondent, Florida Housing Finance Corporation's (Florida Housing), review and decision-making process following the issuance of Request for Applications *2025-205 SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bond Financing and 4% Housing Credits* (RFA 2025-205). For the reasons set forth below, Benschley Manor urges Florida Housing to reject or modify findings of fact and conclusions of law in the Administrative Law Judge's Recommended Order for the reasons discussed below. Overall, Benschley Manor urges Florida Housing to reject and modify the recommendation that Respondent, RPV Parcel E, LP's (RPV) application remains eligible for funding. In support, Benschley Manor states:

Background

1. This matter began with the filing of six protests to Florida Housing's issuance of a Notice of Intent to Award and preliminary funding determination and of award funding to 12 applications. At issue here is Benschley Manor's challenge to RPV.

2. RPV timely submitted Application 2026-090BSA in response to RFA 2025-205. Florida Housing's Review Committee determined RPV's application was eligible and selected RPV for a preliminary funding award. Benschley Manor submitted Application 2026-076BSA in response RFA 2025-205. Florida Housing's Review Committee determined Benschley Manor's application was eligible, but it did not select Benschley Manor for funding under RFA 2025-205.

3. Benschley Manor filed a notice of intent and petition for formal administrative hearing challenging Florida Housing's initial award and specifically, its determination that RPV is eligible for funding under the terms of the RFA 2025-205. Benschley Manor presented two separate challenges to RPV's demonstration of site control. First, Benschley Manor questioned the

completeness of RPV's site control demonstration and submittal of a Contract for Purchase. Benschley Manor also challenged RPV's failure to provide a relevant intermediate document and reasonable assurances in support of its application.

4. After a four day final hearing, the Administrative Law Judge issued a Recommended Order concluding that RPV's application remains eligible for funding and met the site control requirements within RFA 2025-205.

5. This determination by the Administrative Law Judge is faulty. The undisputed record evidence confirms that RPV failed to demonstrate that the eligible contract between RPV and its sellers was complete. This determination by the Administrative Law Judge is also not supported by Florida Housing and appellate precedent. Additionally, the undisputed record evidence confirms RPV relies on a Conceptual Master Plan that was not included within RPV's site submittal and is a relevant intermediate document. The Administrative Law Judge's findings here are conflict, and if adopted will limit, clear prior Florida Housing precedent.

6. Overall, the Recommended Order purported findings of facts are ultimate facts that include legal determinations and conflict with prior agency precedent. With this framework, Florida Housing has substantive jurisdiction and maintains the authority to modify or reject these determinations. Consequently, Benschley Manor urges that Florida Housing exercise its discretion, reject or modify these findings, and the Administrative Law Judge's ultimate recommendation that RPV remain eligible for funding.

Standard of Review

7. Benschley Manor does not file exceptions with the intent of having Florida Housing reweigh the evidence presented at the final hearing, nor does it seek to substitute new findings for those factual matters decided by the Administrative Law Judge. Benschley Manor files these

exceptions recognizing that Florida Housing is not free to re-weigh the evidence or to reject findings of fact, unless there is no competent, substantial evidence to support them. *See Health Care & Retirement Corp. v. Dep't of Health & Rehab Servs.*, 516 So. 2d 292, 296 (Fla. 1st DCA 1987); *Heifetz v. Dep't of Bus. Regulation*, 475 So. 2d 1277, 1281 (Fla. 1st DCA 1985); *Schumacker v. Dep't of Prof'l Regulation*, 611 So. 2d 75, 76 (Fla. 4th DCA 1982). Florida Housing may not reject or modify an administrative law judge's factual findings "unless the agency first determines from a review of the entire record, and states with particularity in the order, that the findings of fact were not based upon competent, substantial evidence or that the proceedings on which the findings were based did not comply with essential requirements of law." *Heifetz*, 475 So. 2d at 1281.

8. "Competent, substantial evidence is such evidence as will establish a substantial basis of fact from which the fact at issue can be reasonably inferred or such evidence as is sufficiently relevant and material that a reasonable mind would accept it as adequate to support the conclusion reached." *Bill Salter Advert., Inc. v. Dep't of Transp.*, 974 So. 2d 548, 550-551 (Fla. 1st DCA 2008) (internal citations and quotations omitted). "The term 'competent substantial evidence' does not relate to the quality, character, convincing power, probative value or weight of the evidence but refers to the existence of some evidence (quantity) as to each essential element and as to the legality and admissibility of that evidence." *Lonergan v. Estate of Budahazi*, 669 So. 2d 1062, 1064 (Fla. 5th DCA 1996) *quoting Dunn v. State*, 454 So. 2d 641, 649, n. 11 (Fla 5th DCA 1984).

9. Competency of evidence refers to its admissibility under legal rules of evidence. *Id.* "Substantial requires that there be some (more than a mere iota or scintilla), real, material, pertinent, and relevant evidence (as distinguished from ethereal, metaphysical, speculative or

merely theoretical evidence or hypothetical possibilities) having definite probative value (that, is ‘tending to prove’) as to each essential element of the offense charged.” *Id.*; *see also, De Groot v. Sheffield*, 95 So. 2d 912, 916 (Fla. 1957) (explaining that substantial evidence is “such evidence as will establish a substantial basis of fact from which the fact at issue can be reasonably inferred” *Demichael v. Dep’t of Mgmt. Servs., Div. of Ret.*, 334 So. 3d 691, 695 (Fla. 1st DCA 2022) (“Competent, substantial evidence is evidence that is ‘sufficiently relevant and material that a reasonable mind would accept it as adequate to support the conclusion reached.’”) *quoting De Groot*, 95 So. 2d at 916.

10. Findings of fact may also include “ultimate facts” or mixed questions of law and fact. “[U]ltimate facts are those necessary to determine issues in [a] case or the final facts derived from the evidentiary facts supporting them.” *Costin v. Fla. A&M Univ. Bd. of Trs.*, 972 So. 2d 1084, 1086-1087 (Fla. 5th DCA 2008) (internal quotations omitted).

11. When evaluating ultimate facts with policy considerations, instead of simple evidentiary findings of fact, the agency maintains discretion. *Baptist Hosp., Inc.*, 500 So. 2d at 623 (“Matters that are susceptible of ordinary methods of proof, such as determining the credibility of witnesses or the weight to accord evidence, are factual matters to be determined by the hearing officer. On the other hand, matters infused with overriding policy considerations are left to agency discretion.”). This is logical because an administrative agency is in far better position than an administrative law judge to rule on such matters, particularly as they relate to the interpretation and intent of rules, opinions and other written documents prepared and issued by the agency. *Harloff v City of Sarasota*, 575 So. 2d 1324, 1324 (Fla. 2d DCA 1991). Matters infused with overriding policy considerations are left to agency discretion. *Pillsbury v. State, Dep’t of Health & Rehab Servs.*, 744 So. 2d 1040, 1041 (Fla. 1st DCA 1999); *Baptist Hosp.*, 500 So. 2d at 623.

12. Florida Housing is free to reject or modify erroneous conclusions of law over which it has substantive jurisdiction. §120.57(1)(l), Fla. Stat. Florida law is clear that Florida Housing is not bound by the administrative law judge's conclusions of law. *Id.*; *B.J. v. Dep't of Children & Family Serv's.*, 983 So. 2d 11, 13 (Fla. 1st DCA 2008) (“[A]n agency may reject conclusions of law without limitation.”). Florida Housing is also free to interpret administrative rules over which it has substantive jurisdiction. *Barfield v. Dep't of Health, Bd. of Dentistry*, 805 So. 2d 1008, 1011 (Fla. 1st DCA 2001).

13. Additionally, Florida Housing has no duty to accept conclusions of law that have been mislabeled as findings of fact. *Harloff*, 575 So. 2d at 1328; *McPherson v. Sch. Bd. of Monroe Cty.*, 505 So. 2d 682, 683-684 (Fla. 3d DCA 1987). The distinction between findings of fact and conclusions of law does not depend upon how such findings and conclusions are labeled in the Recommended Order. *Kinney v. Dep't of State, Div. of Licensing*, 501 So. 2d 129, 132 (Fla. 5th DCA 1987). To the extent a finding of fact is mislabeled as a conclusion of law, the finding should be considered a part of the “conclusion of law” section, and vice versa. *Id.*; *see also, Baptist Hosp., Inc., v. State, Dep't of Health & Rehab. Servs.*, 500 So. 2d 620, 623 (Fla. 1st DCA 1986) (“The label affixed to a particular finding by the hearing officer or the agency is not necessarily determinative of its nature.”). If Florida Housing states with particularity the reasons for rejecting an administrative law judge's conclusion of law and finds that its substituted conclusion is as reasonable, or more reasonable, Florida Housing is not bound by a recommended order's legal conclusions. §120.57(1)(l), Fla. Stat.; *see also, MILA ALF, LLC v. Ag. For Health Care Admin.*, 273 So. 3d, 272, 275 (Fla. 1st DCA 2019).

14. Finally, an agency is required to follow its own precedent. *Gessler v. Dep't of Bus. & Prof'l Regulation*, 627 So. 2d 501, 503 (Fla. 4th DCA 1993); *Villa Capri Assocs., Ltd. v. Fla.*

Hous. Fin. Corp., 23 So. 3d 795, 798 (Fla. 1st DCA 2009). Agencies have more discretion in their evaluation of conclusions of law if those conclusions fall within the areas of law or relate to the interpretation of rules over which the agency has substantive jurisdiction. Within such areas, an agency may reject or modify conclusions of law as long as it states its reasons and finds that its substituted conclusions are at least as reasonable as those of an administrative law judge. See *Winters v. Bd. of Regents*, 834 So. 2d 243, 250 (Fla. 2d DCA 2003) (“On issues of law, an agency is not required to defer to the administrative law judge. Thus, where the matter under review ‘is infused with overriding policy considerations the issue should be left to the agency.’”) (internal citations omitted). As the agency responsible to administer the governmental function of financing affordable housing in Florida, Florida Housing has substantive jurisdiction over the legal conclusions relating to its process for awarding funding including the implementation of RFA 2025-205.

15. Benschley Manor takes exception to the findings of fact and conclusions of law discussed below.

Exception Number 1 – Challenge to Findings of Fact 31,
Sentence 3 of Finding of Fact 33, Findings of Fact 38 & 39

16. In Finding of Fact 31, the third sentence of Finding of Fact 33 as well as Findings of Fact 38 and 39, the Administrative Law Judge made findings regarding the sufficiency of RPV’s submittal of an eligible contract to support its demonstration of site control. The Administrative Law Judge found:

(31) Walking through the specific Site Control requirements outlined in the RFA, Mr. Coakley voiced that the provisions set forth in Section Four, A.7.a., do not require an applicant to submit a legal description of the development property in order to establish an “eligible contract.” Addressing each condition enumerated in the RFA, Mr. Coakley professed the Contract for Purchase:

- a) Includes a term that does not expire before January 31, 2026. *See* Section Four, A.7.a(1)(a). (The Contract for Purchase runs through December 31, 2026.);
- b) Includes a clause that the buyer's (RPV's) remedies for default on the part of the seller (the Housing Authority and Robles Park) include specific performance. *See* Section Four, A.7.a(1)(b). (The specific performance remedy is found in Contract for Purchase para. 20.2).
- c) Identifies RPV as the buyer of the proposed development property that is subject to the Contract for Purchase. *See* Section Four, A.7.a(1)(c). (RPV is described as the "Buyer" in the opening paragraph of the Contract for Purchase); and
- d) Identifies the Housing Authority and Robles Park as both the owners and sellers of the proposed development property. *See* Section Four, A.7.a(1)(d). (These entities are described as the "Seller" in the operating paragraph of the Contract for Purchase and as "the owner of marketable title to the Property" in Contract for Purchase, para. 7.1.5.).

(33) ... Finally, Mr. Coakley added that, while Exhibit "A" of the Contract for Purchase did not include the actual legal description of the property the Sellers intend to transfer to RPV for its housing development, the parties plan to more precisely identify the specific location of the development site as the proposed project proceeds to completion.

(38) With that said, Ms. Levy rejected Benschley's assertions and declared that RPV's application sufficiently met the Readiness to Proceed conditions under Section Four, A.7. Ms. Levy stated that in "demonstrating that [the applicant] is a party to an eligible contract," RFA 2025-205 did not require that applicant to provide the actual address or legal description of the development property as part of its site control documentation. Instead, Florida Housing relied upon the applicant's representation that it would acquire the development property identified in the application. Specifically, regarding RPV's Contract for Purchase, Ms. Levy added that, as stated in RFA 2025-205, Section Four, A.7.a, Florida Housing does not evaluate the validity or enforceability of the site control documents included with an application. Rather, Florida Housing's consistent practice is accept the applicant's statement that it will own the property that will serve as the location of the proposed development.

(39) Ms. Levy advanced that Benschley has presented no evidence that calls into question the sellers' (the Housing Authority and Robles Park) ownership of the property to be conveyed, or RPV's obligation to buy the property upon which it will place its development. Therefore, because the site control documentation that RPV submitted with its application met all the requirements set forth in Section Four, A.7.a(1), Ms. Levy maintained that RPV's application is eligible for funding. Accordingly, Ms. Levy declared that Florida Housing's decision to award housing credits to RPV did not contravene the RFA's specifications.

17. Framed as factual findings by the Administrative Law Judge, these determinations are truly ultimate facts because they address mixed factual findings and conclusions of law that evaluate not only the specifications of RFA 2025-205 but also Florida Housing precedent. The Administrative Law Judge also interprets the language of the challenged Contract for Purchase to make these findings, and no factual determinations were required. *Command Security Corp., v. Moffa*, 84 So. 3d 1097, 1099 (Fla. 4th DCA 2012) ("The interpretation of a contract is a question of law."). With this framework, Florida Housing maintains the discretion to reject or modify these paragraphs. *Kinney*, 501 So. 2d at 132; §120.57(1)(l), Fla. Stat.

18. Benschley Manor agrees that RPV's Contract for Purchase met requirements of Section Four A.7.a.(1)(a)-(c) as discussed in subparagraphs 31(a), (b), and (c). Benschley Manor, RPV, and Florida Housing stipulated to most of these pertinent facts. JPS ¶¶ 60-63. However, to meet RFA 2025-205's site control criteria, RPV also had to specifically demonstrate that the "owner of the subject property must be the seller." Section Four A.7.a.(1)(d). The record evidence confirms that RPV failed to meet this criterion and the Administrative Law Judge overlooked Florida Housing precedent on this issue.

19. The undisputed record evidence confirms RPV's Contract for Purchase did not include legal description of the subject property. Instead, RPV's Contract for Purchase identified a "Lot", which is a portion of Parcel E depicted on a Conceptual Master Plan, as well as the

“Property” which was more particularity described in an attachment, Exhibit A. Jt. Ex. 8 pp. 54-75.

20. The term “Lot” and “Property” within RPV’s Contract for Purchase are separately defined terms under the plain language of Contract for Purchase. *Charbonier Food Servs., LLC v. 121 Alhambra Tower, LLC*, 206 So. 3d 755, 758 (Fla. 3d DCA 2016) (“Where a contract is unambiguous, it shall be enforced according to its plain language.”). Importantly, both definitions include reference to an Exhibit A which purports to include a more particularized description of the subject property.

21. However, the attached Exhibit A does not contain a legal description or a more particular description of the subject property. Instead, it simply recognizes that a legal description will be finalized in the future.

22. The Administrative Law Judge’s finding that “Section Four A.7.a. do[es] not require an applicant to submit a legal description of the development property in order to establish an eligible contract” directly conflicts with Florida Housing precedent. Administrative agencies are required to follow their own precedent and its “failure to follow its own precedent which contains similar facts is contrary to established administrative principles and sound policy.” *Villa Capri Assocs.*, 23 So. 3d at 798.

23. There is Florida Housing precedent that an applicant’s site control demonstration is incomplete, and therefore ineligible, if a legal description of the subject property is not included within an eligible contract. *Flagship Manor, LLC v. Fla. Hous. Fin. Corp.*, 199 So. 3d 1090, 1093 (Fla. 1st DCA 2016). Therein an applicant, Flagship, submitted an eligible contract as part of an application in response to a Request for Applications that allocated SAIL funds. *Id.* at 1091.

24. Just like the site control criteria at issue, the site control requirements at issue in *Flagship Manor* did not explicitly require including a legal description of the proposed development site. *Id.* 199 So. 2d at 1091. Instead, both RFA 2025-205 and the Request for Applications in *Flagship Manor* required the “owner of the subject property must be the seller.” This reinforces Florida Housing’s implicit recognition that identification of the subject property is necessary to demonstrate site control.¹

25. In identifying the development site, Flagship’s eligible contract included the following:

Street Address: 11721-11725 North 12th Street, Tampa, Florida
Legal Description: Hillsborough County Property Appraiser Parcel
Folio # s: 036037.000 and 036038.000 *more particularly described
at Exhibit A attached.* (emphases in the original).

However, Flagship’s identified Exhibit A did not exist and was not included within the application. *Id.* at 1093. During its initial application review, Florida Housing rejected Flagship’s application as incomplete and unresponsive. *Id.* at 1092.²

26. Framed by the First District Court of Appeal, “[t]he crux of this dispute is whether Flagship met the RFA’s site control requirement of submitting an eligible contract to demonstrate site control.” *Id.*

27. In upholding Florida Housing’s rejection, the appellate court found:

¹ During the final hearing, Ms. Levy, testifying on behalf of Florida Housing, stated more than once that there is an implicit acknowledgment within RFA 2025-205 that an applicant’s site control demonstration must contain some identification of the subject property. T. 2 pp. 153-155.

² Florida Housing’s Review Committee actively evaluated site control materials during *Flagship Manor*. Since that time, the agency no longer performs that initial review. However, this change is not so distinguishable as to allow Florida Housing to completely disregard *Flagship Manor* and factually analogous agency appellate precedent.” *Villa Capri Assocs.*, 23 So. 3d at 798. Since Benschley Manor challenged the completeness of RPV’s application, specifically questioning the completeness of its Exhibit A, the agency was obligated to review RPV’s Contract for Purchase during this proceeding.

We cannot conclude that Florida Housing's decision was clearly erroneous. The RFA required submission of an "eligible contract" not a partial or incomplete contract. Flagship's omission, or misstatement, in the Contract related to the legal description of the development site, [is] an essential component of its application.

...

And even if the rest of the contract indicated that Flagship had met the site control requirement, the missing exhibit with a "more particular" legal description of the property, which Florida Housing had to reasonably assume existed, could have altered how Florida Housing evaluated and scored the application as part of the competitive funding process.

28. Here, the undisputed record evidence establishes that as part of its application, RPV submitted a Contract for Purchase to demonstrate site control. It is also undisputed that RPV's Contract for Purchase included numerous references to an Exhibit A that claimed to include a more particular description of the subject property. As determined by the Administrative Law Judge, RPV's Exhibit A simply stated: "LEGAL DESCRPTION [To be finalized prior to Closing]." Recommended Order, ¶ 24. While included, RPV's Exhibit A provides no legal description or additional details to assist in identifying the subject property. There is additional Florida Housing precedent recognizing deficiencies in an applicant's site control documentation when an exhibit purported to provide a legal description that was in fact blank. *Trinity Towers Pres. Assocs., LLP v. Fla. Hous. Fin. Corp.*, Case No. 12-002899 (Fla. DOAH Mat 23, 2012); FHFC No. 2012-024UC (FHFC June 8, 2012). That is effectively what happened here with RPV's Contract for Purchase and attached Exhibit A.

29. RPV's failure to include a legal description or more particular description of the subject property within its Contract for Purchase is not a simple mistake or error. *Fletcher Black, II, LLC, v. Fla. Hous. Fin. Corp.*, Case No. 21-051BID (Fla. DOAH April 14, 2021), FHFC No. 2021-008BP (FHFC April 30, 2021), ¶ 107. Demonstration of site control, as an eligibility item within RFA 2025-205, is material information that simply cannot be omitted or added in the future

by an applicant. The precedent in *Flagship Manor* supports that Florida Housing should reject an application ineligible when it fails to include a legal description or legal description or clear identification of the subject property. *Flagship Manor*, 199 So. 3d at 1093. Benschley Manor urges that the same result should happen here.

30. Overall, Florida Housing has substantive jurisdiction to interpret its rules and regulatory criteria. *Baptist Hosp.*, 500 So. 2d at 623. Importantly, the agency is also required to follow its own precedent. *Villa Capri Assocs.*, 23 So. 3d at 798. In evaluating if RPV's Contract for Purchase demonstrated site control, Florida Housing's appellate precedent dictates that failing to include a legal description or more particular description of the subject property when referenced within an eligible contract is a basis for an ineligibility determination by the agency. *Flagship Manor*, at 1092 ("So when Florida Housing considered Flagship's application and couldn't find Exhibit A of the Contract with its more particular description of the property, it rejected the application as incomplete and unresponsive."); *see also*, Fla Admin. Code R. 67-60.006(1) ("If a determination of nonresponsiveness is made by [Florida Housing], the application shall be considered ineligible."). Florida Housing has a reasonable basis to modify or reject these findings and is not bound by Administrative Law Judge's determinations within the Recommended Order.

31. Accordingly, Benschley Manor takes exception to the Administrative Law Judge's findings in Paragraph 31, the third sentence of Paragraph 33, and Paragraphs 38 and 39 of the Recommended Order and urges Florida Housing to reject or modify these ultimate facts as not supported by Florida Housing precedent nor the specifications within RFA 2025-205.

Exception Number 2 – Challenge to Finding of Fact 32

32. In Finding of Fact 32, the Administrative Law Judge made findings regarding the contracting parties' understanding related to the identification of the subject property.

(32) Mr. Coakley further testified that all three parties to the Contract for Purchase are well aware of the exact location of the real property upon which RPV will construct its housing development. Mr. Coakley remarked that the Housing Authority, Robles Park, and RPV all had a “clear” and “mutual” understanding of the address and location of the property that is intended to be conveyed to RPV, and that the three parties were “very comfortable” with the property identification. Mr. Coakley added that it was the Housing Authority that prepared the Contract for Purchase, drawing on a form that he had seen it use before.

33. Framed as a factual finding, this is an ultimate fact that evaluates the specifications of RFA 2025-205 and improperly limits the well-recognized requirement that an applicant must provide reasonable assurances to the agency. *See Metro. Dade Cty. v. Coscan Fla., Inc.* 609 So. 2d 644, 651 (Fla. 3d DCA 1992) (“The burden is on the applicant to show entitlement to the permit.”). Accordingly, Florida Housing maintains discretion to modify or reject these determinations by the Administrative Law Judge. *Baptist Hosp.*, 500 So. 2d at 623

34. At issue here is whether RPV demonstrated site control. With this finding the Administrative Law Judge misapplied agency policy and the specifications of RFA 2025-205. Specifically, the Administrative Law Judge disregarded the reasonable assurance requirement within RFA 2025-205 in favor of a “clear” and “mutual” understanding between the parties to clearly identify the subject property and support a demonstration of site control. This finding conflicts with RFA 2025-205 and the longstanding requirement that applicants must provide reasonable assurance to the reviewing agency. Just because the internal parties may understand the meaning within a document does not allow the applicant to forgo the agency’s regulatory criteria and submit internally inconsistent and incomplete materials as part of its application. This is especially true when addressing critical regulatory component – an applicant’s ownership or ability to control the proposed development site.

35. Benschley Manor does not question that a “clear” and “mutual” understanding between a buyer and seller can exist within a real estate contract, however, that contract must sufficiently document the parties understanding and clearly articulate what real property is being transferred. *Deutsche Bank Nat’l Trust Co. v. Cope*, 311 So. 2d 120 (Fla. 2d DCA 2020) quoting *Fla. Bank & Tr. Co. of W. Palm Bch. v. Ocean & Lake Realty Co.*, 160 So. 1, 2 (Fla. 1935) (“To convey or mortgage real estate there must be such a description as will identify the land which is the subject of the deed or mortgage”) (additional internal citations omitted); *Mitchell v. Thomas*, 467 So. 2d 326, 328 (Fla. 2d DCA 1985) (“To effect valid conveyance of land, a deed must contain a legal description which is sufficiently definite and certain to permit the land to be identified.”). This is especially important when the real estate contract is being submitted to meet regulatory criteria and obtain funding from an administrative agency. *Madison Trace, LLC v. et. al. v. Fla. Hous. Fin. Corp.*, Case No. 22-004BID (Fla. DOAH April 22, 2022), FHFC No. 2021-109BP (FHFC May 2, 2022) ¶ 36 (“[T]he Purchase Agreement documents that Beacon submitted with its application provided Florida Housing sufficient assurances that Beacon will obtain the property on which it plans to develop its housing project.”)

36. To meet the requirements of RFA 2025-205, RPV was required to submit materials demonstrating site control. Section Four A.7.a. As the record evidence confirms, RPV intends to locate its housing development within a 30-acre site that currently serves as a public housing complex named Robles Park Village. Recommended Order, ¶ 29. In partnership with Tampa Housing Authority, RPV’s master developer intends to build nine vertical developments; the RPV project “will rise seven stories from a 1.2-acre plot of land and its third vertical phase in RPV’s master project for Robles Park Village.” *Id.*

37. As the applicant seeking funding for an affordable housing project, RPV bears the burden of providing reasonable assurance and submitting complete materials that demonstrate each requirement for site control. *St. Johns River Water Mgmt. Dist. v. Cece*, 369 So. 3d 730, 735 (Fla. 5th DCA 2023) (“Ultimately, the ALJ agreed with the objecting homeowners, finding that the HOA had not carried its burden of providing “reasonable assurance” that its proposal would comply with applicable rules.”) To be eligible for funding pursuant to RFA 2025-205, an applicant must meet the applicable criteria within Section Four A.7.a. The undisputed record evidence confirms RFA 2025-205 required applicants to demonstrate site control over the subject property the applicant intends to develop either by ownership or that an applicant has the means to gain control of the parcel. T. 2 pp. 145-146. Ms. Levy, on behalf of Florida Housing further explained that such a demonstration provides reasonable assurance to the agency that the applicant will proceed with construction and build the proposed affordable housing development. *See also, Madison Trace, LLC*, Case No. 22-004BID at ¶ 36. This position by Florida Housing was agreed upon by the parties during the final hearing and adopted by the Administrative Law Judge. Recommended Order, ¶ 37 (“During her testimony, Ms. Levy agreed with Mr. von Weller and Mr. Coakley that, to be eligible for an award of funding under RFA 2025-205, it was necessary for an applicant to show that they will gain control over the site on which the proposed housing is to be built.”) (internal citations omitted).

38. Even with a “clear” or “mutual” understanding between RPV and the sellers, the undisputed record evidence confirms RPV failed to provide a complete eligible contract to Florida Housing. The specific failures within RPV’s Contract to Purchase are discussed in more detail above. Without a complete Contract to Purchase, RPV failed to provide reasonable assurances to Florida Housing that RPV met the site control requirements of RFA 2025-205, specifically, failing

to demonstrate that the “owner of the subject property is the seller.” Section Four A.7.a.(1)(d). In accepting this position, the Administrative Law Judge deviated from Florida Housing precedent and the clear obligation that the applicant, not the agency, is responsible for providing reasonable assurance.³ *Cece*, 369 So. 3d at 735. (“[I]t was the responsibility of the applicant, not the District, to provide the requisite reasonable assurances.”)

39. Accordingly, Florida Housing has a reasonable basis to modify or reject these findings and is not bound by Administrative Law Judge’s determinations within Paragraph 32. Benschley Manor takes exception to the Administrative Law Judge’s findings and urges Florida Housing to reject or modify this ultimate fact as not supported by Florida Housing precedent nor the specifications within RFA 2025-205.

Exception Number 3 – Challenge to Findings of Fact 33 & 40

40. In the remainder of Finding of Fact 33 and Finding of Fact 40, the Administrative Law Judge made findings that RPV did not need to submit the Conceptual Master Plan to support its demonstration of site control and found:

(33) Mr. Coakley also reported that the development parcel is more fully described in a Conceptual Master Plan, which, while not included in its application, was sufficiently referenced in the Contract for Purchase. (As discussed below, Mr. Coakley further credibly argued that the Conceptual Master Plan is not an “intermediate” document that RPV was required to include in its application.).

...

(40) While Benschley focused the significant majority of its case in chief on extracting testimony regarding the above challenge to RPV’s application, Benschley also maintained that RPV’s application failed to include several “relevant intermediate”

³ Exemplified the Recommended Order, clear identification of the subject property not only provides reasonable assurances to demonstrate an applicant’s site control but also connects to Florida Housing’s (or a challenger’s) review of other eligibility criteria such as Community Services, Transit Services, Scattered Sites, and the Development Location Point. Recommended Order, ¶¶ 22, 25.

documents as required by Section Four, A.7.a. Benschley identified the missing documents as the Conceptual Master Plan (as referenced in section 1.3 of the Contract for Purchase) and a Contract for Purchase and Sale of Real Property, dated November 28, 2023, involving Robles Park Village Development Group. However, based on the testimony received during the hearing, Benschley's contention that RPV's application is incomplete without these documents is not persuasive. Instead, the more convincing testimony from Mr. Coakley and Ms. Levy established that RPV was not required (nor was any applicant) to submit with its application every document that might have been referenced within a sales contract. Ms. Levy specifically declared that RPV did not need to provide the Conceptual Master Plan or the 2023 Contract for Purchase to connect the "chain of ownership from the current owner and seller [the Housing Authority and Robles Park to the buyer [RPV]]."

41. Benschley Manor takes exception with these ultimate facts. As ultimate facts, or mixed questions of law and fact, Florida Housing maintains discretion to reject or modify these findings, especially when the matter is infused with overriding policy considerations. *Baptist Hosp.*, 500 So. 2d at 623. Additionally, the agency is obliged to follow its own precedent when it contains similar facts. *Villa Capri Assocs.*, 23 So. 3d at 798. With these ultimate facts, the Administrative Law Judge disregarded clear Florida Housing precedent when evaluating if an intermediate document is "relevant."

42. Florida Housing's precedent on this topic is clear. In evaluating "relevance" challenges, Florida Housing (or an administrative law judge) must determine whether the intermediate document at issue connects to an applicant's demonstration of site control criteria within the Request for Applications. This precedent has been addressed and applied in numerous prior cases. *Madison Trace, LLC v. et. al. v. Fla. Hous. Fin. Corp.*, Case No. 22-004BID (Fla. DOAH April 22, 2022), FHFC No. 2021-109BP (FHFC May 2, 2022) ¶ 26 ("Ms. Button stated that Florida Housing views the term "relevant" to refer to documents that involve a requirement set forth in the RFA."); *HTG Astoria Ltd., et. al. v. Fla. Hous. Fin. Corp.*, Case No. 21-0725BID

(Fla DOAH May 17, 2021), FHFC 2021-017BP (June 18, 2021) ¶ 12 (“Ms. Button provided the following testimony about this requirement: A: Florida Housing includes the requirements for that documentation to – to essentially acknowledge that there are circumstances where there may be an intermediate contract or agreement that would demonstrate one of the criteria for those different types of site control and the requirements that we want to see that – that chain back to the requirement itself.”); *HTG Addison II, LLC, v. Fla. Hous. Fin. Corp.*, Case No. 20-1770BID (Fla. DOAH June 19, 2020), FHFC No. 2020-020BP (FHFC July 17, 2020) ¶ 47 (“At hearing, Ms. Button persuasively and credibly testified that Madison Oaks application is ineligible because it did not include the Redevelopment Agreement, which is a relevant agreement for purposes of demonstrating site control.”); *WHFT LL Workforce, Ltd., et. al. v. Fla. Hous. Fin. Corp.*, 25-1110BID (Fla. DOAH May 9, 2025) FHFC Ho. 2025-006BP (FHFC Juen 13, 2025) ¶ 133 (“Here, Fern Grove failed to show how the MDA will assist Florida Housing in determining If the Catchlight Application meets the RFA’s site control criteria.”).

43. With these ultimate facts, the Administrative Law Judge ignored consistent Florida Housing precedent and significantly limited the determination of what is “relevant”. If allowed to stand, applicants will only need to provide intermediate documents, and provide Florida Housing with reasonable assurances, related to the chain of ownership between a buyer and seller. While chain of ownership is an important component of site control demonstration, it is not the only requirement recognized within Section Four A.7.a. As explained by Ms. Levy during the final hearing, identification of the subject property that is to be developed is also required as part of the site control criteria within RFA 2025-205. T. 2 pp. 152-153 (“A: “So the subject property is essentially the property that the development is going to be built on. They identify the subject property in the application through their address.”).

44. An applicant submitting multiple documents to Florida Housing to support a demonstration of site control requirement is quite common. *E.g.*, *WHFT LL Workforce*, 25-1110BID ¶ 134 (“Catchlight provided a Ground Lease, a Memorandum of Ground Lease, First Amendment to Ground Lease, Sublease, and Memorandum of Site Lease to demonstrate site control.”). However, multiple documents are required by RFA 2025-205 if they are submitted to provide reasonable assurance that the applicant will be able to obtain ownership or control of the subject property it intends to develop. *Id.* (“While some of these agreements refer to an MDA, the provided leases and amendments satisfy all the requisite RFA criteria by identifying the subject property owner and confirming that the applicant maintains a sublease within an unexpired lease term of more than 50 years after the Application Deadline.”); *see also*, *HTG Astoria Ltd.*, Case No. 21-0725BID ¶¶ 51, 53 (“As a result, Vista argues that the aforementioned documents should be evaluated under the RFA’s requirements for contracts rather than leases.” ... “The agreements between the City, University Station, and University Station II do not amount to a sales agreement. Even though those agreements do not immediately convey a present leasehold estate to University Station, Florida Housing reasonably applied the RFA’s Site Control specifications for a lease to University Station’s funding application.”).

45. In fact, Florida Housing precedent is also clear that extraneous documents that are simply referenced or generally identified with an applicant’s site control materials are not necessary to meet the criteria within Section Four A.7.a. and do not need to be provided. *Madison Trace, LLC*, 22-004BID ¶ 75 (“Although the Purchase Agreement references the POA and MDA in several paragraphs, no term therein indicate that either document expands or limits the rights and obligations of the Assignee (Beacon) in the Development Property.”).

46. With these ultimate findings, the Administrative Law Judge found that RPV's Conceptual Master Plan was essentially superfluous. However, the undisputed evidence supports that the Conceptual Master Plan was relevant and required because RPV relied on it meet site control criteria and demonstrate that "the owner of the subject property is the seller." Section Four A.7.a.(1)(d). Ms. Levy testified that an applicant could reference another document within its eligible contract to identify the subject property. T. 2 p. 154. The undisputed record evidence also reveals, and the Administrative Law Judge explicitly found, RPV relied on the Conceptual Master Plan to more fully describe the property at issue in RPV's Contract for Purchase. T. 2 p. 124; Recommended Order, ¶ 35.

47. Identification of the subject property is material and required within Section Four A.7.a(1)(d) of RFA 2025-205. *E.g., HTG Addison II, LLC*, Case No. 20-1770BID ¶¶ 42-43 ("The Madison Oaks Agreement lists West Oak Developers, LLC as the "Seller" and Madison Oaks East, LLC, as the "Purchaser." However, the City of Ocala owns the property in question."); *see also*, T. 2 pp. 153-155. By failing to include the Conceptual Master Plan as part of its application, the undisputed record evidence establishes, and Florida Housing precedent supports, that RPV failed to provide a relevant intermediate agreement that was necessary to demonstrate reasonable assurance related to site control.

48. Accordingly, Benschley Manor takes exception to the Administrative Law Judge's findings in Paragraphs 33 and 40 of the Recommended Order and urges Florida Housing act within its discretion to reject or modify these ultimate facts as not supported by Florida Housing precedent nor the specifications within RFA 2025-205.

Exception 3 – Challenge to Finding of Fact 82

49. In Findings of Fact 82, the Administrative Law Judge concluded:

(82) Therefore, based on the evidence in the record, Benschley did ~~not~~ establish, by a preponderance of the evidence, that Florida Housing's award of tax credits was clearly erroneous, contrary to competition, arbitrary, or capricious. As a result, Benschley ~~did~~ not meet its burden of proving that Florida Housing's intended award of funding of RPV under RFA 2025-205 was contrary to its governing statutes, rules or policies, or the solicitation specifications.

50. Presented as a factual finding, this determination is a summary of the Administrative Law Judge's conclusions of law. Accordingly, Florida Housing has substantive jurisdiction and is free to reject or modify this conclusion. §120.57(1)(l), Fla. Stat

51. Paragraph 82 contains no findings based on the record evidence. Discussed above, the Administrative Law Judge overlooked and failed to apply Florida Housing precedent relating to the completeness of an applicant's site control demonstration. *Flagship Manor*, 199 So. 3d at 1090. The Administrative Law Judge also relaxed an applicant's obligation to provide reasonable assurances to a regulatory agency and failed to apply longstanding agency precedent addressing if an intermediate document is "relevant" and required to be included by an applicant as part of its site control demonstration. *Cece*, 369 So. 3d at 735; *Madison Trace, LLC*, 22-004BID; *HTG Addison II, LLC*, Case No. 20-1770BID; *HTG Astoria Ltd.*, Case No. 21-0725BID; *WHFT LL Workforce*, 25-1110BID

52. Discussed more thoroughly above, Florida Housing has a reasonable basis to modify this finding and is not bound by Administrative Law Judge's determination within Paragraph 82. Benschley Manor takes exception to the Administrative Law Judge's findings in Paragraph 82 of the Recommended Order and urges Florida Housing to modify this legal conclusion with the presented strikethroughs.

Exception 5 – Challenge to Conclusions of Law 108, 110 and 111

53. In Conclusions of Law 108, 110 and 111, the Administrative Law Judge concluded:

(108) Turning to the merits of Benschley's protest of Florida Housing's proposed award of funding to RPV, the undersigned concludes that Florida Housing's decision to award tax credits under RFA 2025-205 to RPV is ~~not~~ contrary to its governing statutes, rules or policies, or the solicitation specifications. The evidence presented at the final hearing shows that RPV's application ~~[failed to]~~ *comply*ed with the applicable criteria set forth in the RFA and was ~~fully~~ *[in]*eligible to receive funding under RFA 2025-205. Accordingly, Florida Housing's intended award to RPV for the RPV Parcel E housing development ~~was~~ not clearly erroneous, contrary to competition, arbitrary, or capricious and should not be overturned.

(110) For its application, RPV elected to submit the Contract for Purchase as its Eligible Contract. Benschley, in challenging the sufficiency of the Contract for Purchase, posed the (not unreasonable) argument that the inclusion of a finalized legal description that definitively identified the development property might help Florida Housing ensure the feasibility of an applicant's proposed housing project. ~~However, no [A] provision of the RFA [Section Four A.7.a.(1)(d)] or any other governing rule or statute required such information. On the contrary,~~ Ms. Levy persuasively attested that everything that an applicant must include to evince an Eligible Contract is listed in Section Four, A.7.a., and nothing further is required under the RFA. Ms. Levy's comprehensive and sound testimony was based on a fair and well-reasoned interpretation and application of the plain and unambiguous language of the RFA.

(111) Accordingly, because the "Eligible Contract" (the Contract for Purchase) that RPV submitted with its application ~~clearly met~~ *[did not meet]* all four requirements of Section Four, A.7.a(1), ~~no [a]~~ legal grounds exist to find RPV's application ineligible for funding due to the fact that the Contract for Purchase did not include a legal description of the property. Therefore, the evidence adduced during the final hearing does ~~not~~ show that Florida Housing acted erroneously, contrary to competition, arbitrarily, or capriciously by relying on RPV's Contract for Purchase in determining RPV's application eligible for an award of funding. Consequently, Benschley did ~~not~~ prove that Florida Housings preliminary award of tax credits to RPV was contrary to its governing statutes, rules or policies, or the solicitation specifications.

54. For the reasons expressed in the presented Exceptions 1-4 above, Benschley Manor urges Florida Housing to modify the Administrative Law Judge's legal conclusions. The

undisputed record evidence confirms that RPV's Contract to Purchase was incomplete, failing to meet the requirements of Section Four A.7.a.(1)(d), failed to provide reasonable assurances of its ability to demonstrate site control, and failed to provide all relevant intermediate documents as required within RFA 2025-205. Each failure alone is a material violation of the criteria within RFA 2025-205 and prior agency precedent. Collectively, there is ample, undisputed record evidence to modify the Administrative Law Judge's legal conclusions and find RPV's application ineligible for a funding award. This determination is reasonably supported not only by the undisputed record evidence but also by factually analogous Florida Housing precedent.

55. Again, Florida Housing has a reasonable basis to modify this finding and is not bound by Administrative Law Judge's determination within Paragraphs 108, 110 and 111. Accordingly, Benschley Manor takes exception to the Administrative Law Judge's findings in Paragraphs 108, 110 and 111 of the Recommended Order urges Florida Housing to modify this legal conclusion with the presented strikethroughs.

/s/ Laura S. Olympio
Laura S. Olympio, FBN 117942
NASON YEAGER GERSON
HARRIS & FUMERO, P.A.
3001 PGA Boulevard, Suite 305
Palm Beach Gardens, Florida 33410
(561) 686-3307 Telephone
(561) 982-7116 Facsimile
lolympio@nasonyeager.com
mdinatale@nasonyeager.com

and

Douglas P. Manson, FBN 542687
DOUGLAS MANSON, P.A.
2304 West Cleveland Street
Tampa, Florida 33609
(561) 310-4965 Telephone
dmanson@flwaterlaw.com
Counsel for Petitioners

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been electronically filed with the Division of Administrative Hearings and emailed to counsel of record, reflected on the service list below, on this 14th day of May 2026.

/s/ Laura S. Olympio
Counsel for Petitioner

Ethan Katz
Rhonda Morris
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301
Ethan.katz@floridahousing.org
Rhonda.morris@floridahousing.org
Counsel for Respondent
Florida Housing Finance Corporation

Derek E. Bruce
Alexis D. Deveaux
Gunster, Yoakley & Stewart, P.A.
200 South Orange Avenue, Suite 1400
Orlando, Florida 32801
dbruce@gunster.com
adeveaux@gunster.com
speeler@gunster.com
*Counsel for RPV Parcel E, LP and CGPA
Parcel B, LP*

Maureen McCarthy Daughton
Maureen McCarthy Daughton, LLC
1400 Village Square Blvd., Ste 3-231
Tallahassee, Florida 32312
Mdaughton@mmd-lawfirm.com
Counsel for TWG Citrus, LP

Tiffany A. Roddenberry
Lawrence E. Sellers, Jr.
Holland & Knight LLP
315 S. Calhoun St. Suite 600
Tallahassee, Florida 32301
larry.sellers@hklaw.com
Tiffany.roddenberry@hklaw.com
*Counsel for Heritage Grove, Ltd. and
Peace Village, Ltd.*

Christopher B. Lunny
Robert W. Skrob
Radey Law Firm
301 South Bronough Street, Suite 200
Tallahassee, Florida 32301
clunny@radeylaw.com
kellis@radeylaw.com
rskrob@radeylaw.com
pwhite@radeylaw.com
Counsel for Perrine Apartments III Ltd.

Michael Donaldson
Carlton Fields, PA
215 S. Monroe St., Suite 500
Tallahassee, Florida 32302
mdonaldson@carltonfields.com
*Counsel for Autumn Palms North Port, Ltd.,
Blue Central Ave, LLC, Gallery at Cross
Creek, LLC and Gallery at SoMi Parc Phase
Two, LLC*

Anthony J. Bajoczky, Jr.
VLP Copenhaver Espino, PA
413 East Park Avenue
Tallahassee, Florida 32301
tbajoczky@vplaw.com
Counsel for Metro Grande I Assoc., Ltd

M. Christopher Bryant
Oertel, Fernandez, Bryant & Atkinson, PA
2060 Delta Way
Tallahassee, Florida 32303

Marc Ito
Chad Dunn
Pennington, PA
215 South Monroe Street, Suite 200
Tallahassee, Florida 32301
mito@pennigntonlaw.com

cbryant@ohfc.com
*Counsel for Port Richey Leased Housing
Assoc. V, LLLP and Bradley Gardens, Ltd.*

STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

BENSCHLEY MANOR, LTD., and
BENSCHLEY MANOR DEVELOPER, LLC

Petitioners,

DOAH Case No. 26-000239BID
FHFC Case No.: 2025-068BP

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

and

HERITAGE GROVE, LTD., PEACE VILLAGE, LTD.,
RPV PARCEL E, LP., CGPA PARCEL B, LP., and
TWG CITRUS, LP.,

Intervenors.

_____ /

AUTUMN PALMS NORTH PORT, LTD.,

Petitioner,

DOAH Case No. 26-000240BID
FHFC Case No. 2025-069BP

vs.

FLORIDA HOUSING FINANCE CORPORATION

Respondent,

and

HERITAGE GROVE, LTD., and
PEACE VILLAGE, LTD.,

Intervenors.

_____ /

BLUE CENTRAL AVENUE, LLC,

Petitioner,

DOAH Case No. 26-000241BID
FHFC Case No.: 2025-070BP

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

and

HERITAGE GROVE, LTD., and
PEACE VILLAGE, LTD.,

Intervenors.

PERRINE APARTMENTS, III, LTD,

Petitioner,

DOAH Case No. 26-000242BID
FHFC Case No.: 2025-071BP

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

and

METRO GRANDE I ASSOCIATES, LTD.,
HERITAGE GROVE, LTD., PEACE VILLAGE, LTD.,
GALLERY AT CROSS CREEK, LLC, and GALLERY
AT SOMI PARC PHASE TWO, LLC,

Intervenors.

PORT RICHEY LEASED HOUSING
ASSOCIATES V, LLLP,

Petitioner,

DOAH Case No. 26-000244BID
FHFC Case No.: 2025-072BP

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

and

ARDENT AT GULF VIEW, LP,
HERITAGE GROVE, LTD., and
PEACE VILLAGE, LTD.,

Intervenors.

BRADLEY GARDENS, LTD.,

Petitioner,

DOAH Case No. 26-000245BID
FHFC Case No.: 2025-073BP

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

and

ARDENT AT GULF VIEW, LP,
HERITAGE GROVE, LTD., and
PEACE VILLAGE, LTD.,

Intervenors.

**FLORIDA HOUSING FINANCE CORPORATION'S RESPONSE TO
BENSCHLEY MANOR, LTD'S & BENSCHLEY MANOR DEVELOPER, LLC'S
EXCEPTIONS TO RECOMMENDED ORDER**

Pursuant to Florida Administrative Code Rule 28-106.217, Respondent, Florida Housing Finance Corporation ("Florida Housing"), files this response to the Exceptions to the Recommended Order ("Exceptions") filed by Benschley Manor, Ltd.'s and Benschley Manor Developer, LLC (collectively, "Benschley"). Benschley's Exceptions were filed on May 14, 2026, and challenge Administrative Law Judge Bruce Culpepper's (the "ALJ") Recommended Order entered on May 5, 2026. As set forth below, the ALJ's factual findings are based upon the competent, substantial evidence adduced at the final hearing, and his conclusions of law are reasonable and supported by the competent, substantial evidence in the record. All of the ALJ's

findings correctly apply Florida Housing's rules, governing statutes, and the plain language of the RFA.

Introduction

This case involves a protest of the Notice of Intent to Award issued by Florida Housing to allocate funding pursuant to the Request for Applications 2025-205 SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bond Financing and 4% Housing Credits (the "RFA"). Florida Housing issued the RFA on September 29, 2025. Responses were due on October 27, 2025 (the "Application Deadline").

On December 12, 2025, Florida Housing's Board of Directors considered the recommendations of the Review Committee and preliminarily selected twelve Applicants for funding. Thereafter, all Applicants were notified of their right to protest; Petitioners timely filed Notices of Protest and Petitions for Formal Administrative Proceedings; and the Intervenors timely intervened.

The Parties prepared and submitted a detailed Joint Pre-Hearing Stipulation ("Stipulation") that includes information about each party, the RFA funding process, agreed facts, and the disputed issues remaining to be resolved by the ALJ.

The Final Hearing commenced on February 13, 2026, and lasted four days. Joint Exhibits 1 through 14 were admitted into evidence, as were Benschley's Exhibits 7 through 9 and RPV Parcel E, LP ("RPV") Exhibits 1, 5, and 8. Florida Housing presented the testimony of Melissa Levy, Florida Housing's Managing Director of Multifamily Programs. Benschley presented the testimony of Ryan von Weller and Daniel Coakley, and RPV called Leroy Moore as a witness. The transcript of the final hearing was filed on March 16, 2026.

The Parties timely submitted Proposed Recommended Orders on March 26, 2026. After considering the arguments presented by all Parties, the ALJ issued a Recommended Order on May 5, 2026. The Recommended Order thoroughly analyzed the evidence presented by the Parties and ultimately concluded that RPV's application satisfied the requirements of the RFA and remained eligible for funding.

Benschley filed Exceptions to the Findings of Fact and Conclusions of Law contained in the ALJ's Recommended Order on May 14, 2026.

Benschley now takes exception to several Findings of Fact and Conclusions of Law relating to RPV's demonstration of site control. However, as demonstrated below, the challenged findings are all supported by competent, substantial evidence, and the Recommended Order's legal conclusions are reasonable and supported by the competent, substantial evidence.

Accordingly, Florida Housing respectfully requests that Benschley's Exceptions be rejected.

Standard of Review

The rules of decision applicable in bid protests are set forth in §120.57(3)(f), F.S., which provides for:

. . . a de novo proceeding to determine whether the agency's proposed action is contrary to the agency's governing statutes, the agency's rules or policies, or the solicitation specifications. The standard of proof for such proceedings shall be whether the proposed agency action was clearly erroneous, contrary to competition, arbitrary, or capricious.

Section 120.57, F.S., establishes the specific and limited parameters for Florida Housing and the Board's review of a Recommended Order and issuance of a Final Order. Florida Housing may adopt a Recommended Order in its entirety or may, under certain limited, prescribed

circumstances, modify or reject findings of fact and conclusions of law. § 120.57(1)(l), F.S. Florida Housing's Final Order must include an explicit ruling on each exception. § 120.57(1)(k), F.S.

Section 120.57(1)(l), F.S., provides, in pertinent part:

The agency may not reject or modify the findings of fact unless the agency first determines from a review of the entire record, and states with particularity in the order, that the findings of fact were not based upon competent substantial evidence or that the proceedings on which the findings were based did not comply with essential requirements of law.

At this stage of review, Florida Housing is not free to reweigh the evidence or to reject factual findings unless there is no competent substantial evidence to support them. *Health Care & Ret. Corp. of Am. v. Dep't of Health & Rehab. Servs.*, 516 So. 2d 292, 296 (Fla. 1st DCA 1987); *Schumacher v. Dep't of Prof. Regul.*, 611 So. 2d 75, 76 (Fla. 4th DCA 1992); *Baptist Hosp., Inc. v. State, Dep't of Health & Rehab. Servs.*, 500 So. 2d 620, 623 (Fla. 1st DCA 1986) ("It is well settled that an agency may not reject a hearing officer's factual findings on the conclusionary ground that they are not supported by competent substantial evidence, without offering specific reasons for such rejection."). That distinction is important here because Benschley's Exceptions repeatedly ask Florida Housing to recast supported factual findings, witness testimony, and credibility determinations as legal conclusions or "ultimate facts" in order to avoid the limits section 120.57(1)(l) places on agency review of factual findings.

"Competent" evidence is evidence that is sufficiently relevant and material that a reasonable mind would accept it as adequate to support the conclusion reached. *Schrimsher v. Sch. Bd. of Palm Beach Cnty.*, 694 So. 2d 856, 861 (Fla. 4th DCA 1997) (citing *DeGroot v. Sheffield*, 95 So. 2d 912, 916 (Fla. 1957)). "Substantial" evidence is evidence from which the fact at issue can be reasonably inferred, and which a reasonable mind would accept as adequate to support a conclusion. *Id.* Thus, the term "substantial evidence" does not relate to the quality, character,

convincing power, probative value, or weight of the evidence. Rather, “competent substantial evidence” refers to the existence of some evidence as to each essential element and as to its admissibility under legal rules of evidence. *Scholastic Book Fair, Inc. v. Unemployment Appeals Comm’n*, 671 So. 2d 287, 289 n.3 (Fla. 5th DCA 1996).

Similarly, Florida Housing may not substitute its findings simply because it would have determined factual questions differently. *F.U.S.A., FTP-NEA v. Hillsborough Cnty. Coll.*, 440 So. 2d 593, 595-96 (Fla. 1st DCA 1983); *see also Resnick v. Flagler Cnty. Sch. Bd.*, 46 So. 3d 1110, 1112-13 (Fla. 5th DCA 2010) (agency may not reject findings of fact supported by competent substantial evidence even if alternate findings were also supported by competent substantial evidence); *Heifetz v. Dep’t of Bus. Regul., Div. of Alcoholic Bevs. & Tobacco*, 475 So. 2d 1277, 1281 (Fla. 1st DCA 1985) (“If, as is often the case, the evidence presented supports two inconsistent findings, it is the hearing officer’s role to decide the issue one way or the other.”). “Factual inferences are to be drawn by the hearing officer as trier of fact.” *Id.* at 1283. Rejection or modification of conclusions of law may not form the basis for rejecting or modifying findings of fact. § 120.57(1)(l), F.S. Therefore, if the record contains any competent substantial evidence supporting a challenged factual finding of the ALJ, the agency is bound by such factual finding in preparing its Final Order. *See e.g., Walker v. Bd. of Pro. Eng’rs*, 946 So. 2d 604, 605 (Fla. 1st DCA 2006); *Fla. Dep’t of Corr. v. Bradley*, 510 So. 2d 1122, 1123 (Fla. 1st DCA 1987).

In addition, an agency has no authority to make independent or supplemental findings of fact. *City of N. Port, Fla. v. Consol. Minerals, Inc.*, 645 So. 2d 485, 487 (Fla. 2d DCA 1994) (“The agency’s scope of review of the facts is limited to ascertaining whether the hearing officer’s factual findings are supported by competent substantial evidence. The agency makes no factual findings in reviewing the recommended order.”) (citations omitted). Florida Housing may not attempt to

resolve evidentiary conflicts or judge the credibility of witnesses. *Belleau v. Dep't of Env't'l Prot.*, 695 So. 2d 1305, 1306-07 (Fla. 1st DCA 1997); *Dunham v. Highlands Cnty. Sch. Bd.*, 652 So. 2d 894, 896 (Fla. 2d DCA 1995).

Florida Housing may only modify or reject conclusions of law over which it has substantive jurisdiction. § 120.57(1)(l), F.S.; *see generally Barfield v. Dep't of Health*, 805 So. 2d 1008, 1010-11 (Fla. 1st DCA 2001). When modifying or rejecting conclusions of law, Florida Housing must state with particularity the reasons for the modification or rejection and must make a finding that its substituted conclusion of law is as reasonable as or more reasonable than the conclusion modified or rejected. § 120.57(1)(l), F.S.

The labeling of a legal conclusion as a “finding of fact” does not convert the conclusion into a factual finding. *Pillsbury v. Dep't of Health and Rehab. Servs.*, 744 So. 2d 1040, 1041-42 (Fla. 2d DCA 1999). Rather, the true nature and substance of the ALJ's statement controls. *JJ Taylor Cos., Inc. v. Dep't of Bus. & Pro. Regul.*, 724 So. 2d 192, 193 (Fla. 1st DCA 1999); *see also Baptist Hosp., Inc.*, 500 So. 2d at 623; *Holmes v. Turlington*, 480 So. 2d 150, 153 (Fla. 1st DCA 1985). Matters that are susceptible to ordinary methods of proof, such as weighing the evidence or determining a witness's credibility, are factual matters to be determined by the ALJ. *Id.*

“Ultimate facts are those found in that vaguely defined area lying between evidentiary facts on the one side and conclusions of law on the other and are the final resulting effects which are reached by the process of logical reasoning from the evidentiary facts.” *Feldman v. Dep't of Transp.*, 389 So. 2d 692, 694 (Fla. 4th DCA 1980). The question whether the facts establish a violation of a rule or statute, for example, involves a question of ultimate fact that Florida Housing

may not reject without adequate explanation. *Goin v. Comm'n on Ethics*, 658 So. 2d 1131, 1138 (Fla. 1st DCA 1995).

Response to Exception Number One

In Exception Number One, Benschley takes exception to the ALJ's findings of fact in paragraphs 31, 38, 39, and the third sentence of paragraph 33 regarding testimony concerning the sufficiency of RPV's submittal of an eligible contract.

For background, the RFA requires Applicants to provide certain evidence of site control in order to be eligible. *Pre-Hearing Stipulation*, ¶58; *Joint Exhibit 1*, at 101. To meet this requirement, RPV provided a "Contract for Purchase and Sale of Real Property" ("Purchase Contract"). *Pre-Hearing Stipulation*, ¶60; *Joint Exhibit 8* at 54-75. Florida Housing's Review Committee and Board of Directors initially determined that RPV satisfied the RFA's requirements and preliminarily selected RPV's application for funding. *Pre-Hearing Stipulation*, ¶57.

Consistent with prior Florida Housing decisions and Florida law, the RFA specifically notes "[t]he Corporation has no authority to, and will not, evaluate the validity or enforceability of any site control documentation." *Pre-Hearing Stipulation*, ¶59; § 26.012, F.S.; *Madison Highlands, LLC, v. Fla. Housing Fin. Corp.*, Case No. 18-1558BID, ¶12 (Fla. DOAH June 6, 2018; FHFC July 27, 2018); *HTG Heron Estates Family, LLC v. Fla. Hous. Fin. Corp.* Case No. 18-2130BID, ¶85 (Fla. DOAH June 29, 2018; FHFC July 27, 2018). Thus, Florida Housing's review of the site control documentation is limited to determining whether the documents meet the express requirements listed in the RFA.

To qualify as an eligible demonstration of site control, the site control documentation needs only to satisfy four requirements:

- (a) It must have a term that does not expire before January 31, 2026, or that contains extension options exercisable by the purchaser and

conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date that is not earlier than January 31, 2026;

(b) It must specifically state that the buyer's remedy for default on the part of the seller includes or is specific performance;

(c) The Applicant must be the buyer unless there is an assignment of the eligible contract, signed by the assignor and the assignee, which assigns all of the buyer's rights, title and interests in the eligible contract to the Applicant; and

(d) The owner of the subject property must be the seller, or is a party to one or more intermediate contracts, agreements, assignments, options, or conveyances between or among the owner, the Applicant, or other parties, that have the effect of assigning the owner's right to sell the property to the seller. Any intermediate contract must meet the criteria for an eligible contract in (a) and (b) above.

Pre-Hearing Stipulation, ¶59; *Joint Exhibit 1*, at 55-56. In doing so, the Applicant must attach "all relevant intermediate contracts, agreements, assignments, options, conveyances, intermediate leases, and subleases." *Pre-Hearing Stipulation*, ¶59. While site control documentation may refer to other documents within, review is focused on whether the documents satisfy all the requisite RFA criteria, "nothing further is required to demonstrate evidence of site control." *WHFT LL Workforce, Ltd. v. Fla. Hous. Fin. Corp.*, DOAH Case No. 25-1110BID, ¶134 (DOAH RO May 9, 2025; FHFC June 13, 2025).

Prior to the Final Hearing, Benschley stipulated that RPV's Purchase Contract (i) has a term that does not expire before January 31, 2026 (*Pre-Hearing Stipulation*, ¶61); (ii) provides that the buyer's remedies include specific performance (*Pre-Hearing Stipulation*, ¶62); (iii) identifies RPV Parcel E, LP, as the buyer (*Pre-Hearing Stipulation*, ¶63); and (iv) names Housing Authority of the City of Tampa, Florida, and Robles Park LLC as the Seller (*Pre-Hearing Stipulation*, ¶64). "Pretrial stipulations prescribing the issues on which a case is to be tried are

binding upon the parties...” *Palm Beach Polo Holdings, Inc. v. Broward Marine, Inc.*, 174 So. 3d 1037, 1039 (Fla. 4th DCA 2015).

The Findings of Fact in paragraphs 31, 38, 39, and the third sentence of paragraph 33 provide:

31. Walking through the specific Site Control requirements outlined in the RFA, Mr. Coakley voiced that the provisions set forth in Section Four, A.7.a., do not require an applicant to submit a legal description of the development property in order to establish an "eligible contract." Addressing each condition enumerated in the RFA, Mr. Coakley professed that the Contract for Purchase:

a) Includes a term that does not expire before January 31, 2026. *See* Section Four, A.7.a(1)(a). (The Contract for Purchase runs through December 31, 2026.);

b) Includes a clause that the buyer's (RPV's) remedies for default on the part of the seller (the Housing Authority and Robles Park) include specific performance. *See* Section Four, A.7.a(1)(b). (The specific performance remedy is found in Contract for Purchase, para. 20.2.);

c) Identifies RPV as the buyer of the proposed development property that is the subject of the Contract for Purchase. *See* Section Four, A.7.a(1)(c). (RPV is described as the "Buyer" in the opening paragraph of the Contract for Purchase.); and

d) Identifies the Housing Authority and Robles Park as both the owners and sellers of the proposed development property. *See* Section Four, A.7.a(1)(d). (These entities are described as the "Seller" in the opening paragraph of the Contract for Purchase and as "the owner of marketable title to the Property" in Contract for Purchase, para. 7.1.5.).

33. ...Finally, Mr. Coakley added that, while Exhibit “A” of the Contract for Purchase did not include the actual legal description of the property the Sellers intend to transfer to RPV for its housing development, the parties plan to more precisely identify the specific location of the development site as the proposed project proceeds to completion.

38. With that said, Ms. Levy rejected Benschley's assertions and declared that RPV's application sufficiently met the Readiness to

Proceed conditions under Section Four, A.7. Ms. Levy stated that in "demonstrating that [the applicant] is a party to an eligible contract," RFA 2025-205 did not require the applicant to provide the actual address or legal description of the development property as part of its site control documentation. Instead, Florida Housing relied upon the applicant's representation that it would acquire the development property identified in the application. Specifically, regarding RPV's Contract for Purchase, Ms. Levy added that, as stated in RFA 2025-205, Section Four, A.7.a., Florida Housing does not evaluate the validity or enforceability of the site control documents included with an application. Rather, Florida Housing's consistent practice is to accept the applicant's statement that it will own the property that will serve as the location of the proposed development.

39. Ms. Levy advanced that Benschley has presented no evidence that calls into question the sellers' (the Housing Authority and Robles Park) ownership of the property to be conveyed, or RPV's obligation to buy the property upon which it will place its development. Therefore, because the site control documentation that RPV submitted with its application met all the requirements set forth in Section Four, A.7.a(1), Ms. Levy maintained that RPV's application is eligible for funding. Accordingly, Ms. Levy declared that Florida Housing's decision to award housing credits to RPV did not contravene the RFA's specifications.

Paragraphs 31, 33, 38, and 39 are plainly summaries of witness testimony and are firmly rooted in testimony presented at the final hearing. As stated above, Florida Housing is not free to reweigh the evidence or to reject factual findings unless there is no competent substantial evidence to support them. *Health Care & Ret. Corp. of Am.*, 516 So. 2d 292; *Schumacher*, 611 So. 2d 75; *Baptist Hosp., Inc.*, 500 So. 2d 620. The Findings of Fact regarding Mr. Coakley's testimony and Ms. Levy's testimony¹ are directly supported by the Hearing Transcript and the Pre-Hearing Stipulation. Because the challenged paragraphs summarize record testimony, Benschley cannot obtain rejection of those findings merely by arguing that the ALJ should have drawn a different

¹ The ALJ found both Mr. Coakley and Ms. Levy "credible," Mr. Coakley's arguments "persuasive," and Ms. Levy's explanations convincing. *Recommended Order*, ¶80-81.

legal conclusion from the same evidence. The testimony summarized in those paragraphs is supported by the following citations:

Paragraph 31

- Mr. Coakley voiced that the provisions set forth in Section Four, A.7.a., do not require an applicant to submit a legal description of the development property in order to establish an "eligible contract." *Feb. 17 Transcript* at 117-119.
- Includes a term that does not expire before January 31, 2026. *See* Section Four, A.7.a(1)(a). (The Contract for Purchase runs through December 31, 2026.). *Feb. 17 Transcript* at 134.
- Includes a clause that the buyer's (RPV's) remedies for default on the part of the seller (the Housing Authority and Robles Park) include specific performance. *See* Section Four, A.7.a(1)(b). (The specific performance remedy is found in Contract for Purchase, para. 20.2.). *Feb. 17 Transcript* at 135.
- Identifies RPV as the buyer of the proposed development property that is the subject of the Contract for Purchase. *See* Section Four, A.7.a(1)(c). (RPV is described as the "Buyer" in the opening paragraph of the Contract for Purchase.). *Feb. 17 Transcript* at 136.
- Identifies the Housing Authority and Robles Park as both the owners and sellers of the proposed development property. *See* Section Four, A.7.a(1)(d). (These entities are described as the "Seller" in the opening paragraph of the Contract for Purchase and as "the owner of marketable title to the Property" in Contract for Purchase, para. 7.1.5.). *Feb. 17 Transcript* at 136-137.

Paragraph 33

- Mr. Coakley added that, while Exhibit "A" of the Contract for Purchase did not include the actual legal description of the property the Sellers intend to transfer to RPV for its housing development, the parties plan to more precisely identify the specific location of the development site as the proposed project proceeds to completion. *Feb. 17 Transcript* 137-139.

Paragraph 38

- Ms. Levy rejected Benschley's assertions and declared that RPV's application sufficiently met the Readiness to Proceed conditions under Section Four, A.7. Ms. Levy stated that in "demonstrating that [the applicant] is a party to an eligible contract," RFA 2025-205 did not require the applicant to provide the actual address or legal description of the development property as part of its site control documentation. *Feb. 17 Transcript* 153-154.

- Instead, Florida Housing relied upon the applicant's representation that it would acquire the development property identified in the application. *Feb. 17 Transcript* at 159-160.
- Specifically, regarding RPV's Contract for Purchase, Ms. Levy added that, as stated in RFA 2025-205, Section Four, A.7.a., Florida Housing does not evaluate the validity or enforceability of the site control documents included with an application. *Feb. 17 Transcript* at 159-160.
- Rather, Florida Housing's consistent practice is to accept the applicant's statement that it will own the property that will serve as the location of the proposed development. *Feb. 17 Transcript* at 161.

Paragraph 39

- Ms. Levy advanced that Benschley has presented no evidence that calls into question the sellers' (the Housing Authority and Robles Park) ownership of the property to be conveyed, or RPV's obligation to buy the property upon which it will place its development. *Feb. 17 Transcript* at 161-162.
- Therefore, because the site control documentation that RPV submitted with its application met all the requirements set forth in Section Four, A.7.a(1), Ms. Levy maintained that RPV's application is eligible for funding. *Feb. 17 Transcript* at 166.
- Accordingly, Ms. Levy declared that Florida Housing's decision to award housing credits to RPV did not contravene the RFA's specifications. *Feb. 17 Transcript* at 167.

Despite taking exception to the entirety of paragraph 31, Benschley notes that it “agrees that RPV’s Contract for Purchase met requirements of Section Four A.7.a.(1)(a)-(c) as discussed in subparagraphs 31(a), (b), and (c),” and provides no further basis for an exception to those parts of the paragraph. *Benschley Exceptions*, ¶18. Further, all Parties stipulated before hearing that “The Purchase Contract names Housing Authority of the City of Tampa, Florida, and Robles Park LLC as the Seller.” *Pre-Hearing Stipulation*, ¶64. Those stipulations are binding, and Benschley’s exceptions to factual findings reflecting those binding stipulations are improper.

Despite the internal inconsistency, Benschley still improperly seeks to reject factual findings grounded in witness testimony because those findings do not conform to Benschley’s

preferred legal conclusions. §120.57(1)(l), F.S. (Rejection or modification of conclusions of law may not form the basis for rejecting or modifying findings of fact.)

Benschley's arguments effectively seek to add an additional eligibility requirement to the RFA that an Applicant must provide a legal description as part of its site control documentation. As Melissa Levy, Florida Housing's Managing Director of Multifamily Programs, unequivocally testified:

Q. Does the RFA require an applicant to provide a legal description of the property?

A. No.

Feb. 17 Transcript at 167. Her testimony is consistent with prior Florida Housing decisions. *Madison Highlands, LLC and American Residential Development, LLC v. Fla. Hous. Fin. Corp.*, DOAH Case No. 18-1558BID ¶12 (DOAH RO June 6, 2018; FHFC July 27, 2018) (“a legal description of the property is not required” to establish site control); *Fletcher Black II, LLC v. Fla. Hous. Fin. Corp.* Case No. 21-0515BID, ¶70 (Fla. DOAH Apr. 14, 2021; FHFC Apr. 30, 2021) (“RFA does not require applicants to submit a land survey of the proposed development site with its application.”).

Florida Housing may not penalize an Applicant for failure to comply with a nonexistent rule or RFA term. *Madison Landing II, LLC v. Fla. Hous. Fin. Corp.*, DOAH Case No. 21-0146BID (DOAH RO March 29, 2021; FHFC Apr. 30, 2021). And all challenges to the RFA terms and specifications have been waived. *Pre-Hearing Stipulation*, ¶29; §120.57(3)(b), F.S. The ALJ properly declined to rewrite the RFA to require a finalized legal description where none is expressly required or otherwise contained within the plain language of the solicitation.

As demonstrated above, ample competent, substantial evidence supports the ALJ's factual findings challenged in Benschley's first exception. Florida Housing is not free to reject findings of fact, unless there is no competent, substantial evidence to support them.

Accordingly, Exception Number One should be rejected.

Response to Exception Number Two

In Exception Number Two, Benschley takes exception to the ALJ's findings of fact in paragraph 32, regarding testimony of the contracting parties' understanding of the property.

Paragraph 32 states:

32. Mr. Coakley further testified that all three parties to the Contract for Purchase are well aware of the exact location of the real property upon which RPV will construct its housing development. Mr. Coakley remarked that the Housing Authority, Robles Park, and RPV all had a "clear" and "mutual" understanding of the address and location of the property that is intended to be conveyed to RPV, and that the three parties were "very comfortable" with the property identification. Mr. Coakley added that it was the Housing Authority that prepared the Contract for Purchase, drawing on a form that he had seen it use before.

Paragraph 32 is, again, plainly a summary of witness testimony. Mr. Coakley's testimony is directly supported by the Hearing Transcript. *Feb. 17 Transcript* at 106-107, 124-127. Leroy Moore, Senior Vice President and the Chief Operating Officer for the Housing Authority, similarly testified that property being conveyed as "Parcel E" was reflected in the Purchase Contract, that the Housing Authority and Robles Park were the transferor and RPV was the transferee *Recommended Order*, ¶¶ 34-35. (No Exceptions were taken to these Paragraphs). The ALJ expressly found his testimony credible and credited. *Recommended Order* ¶ 80.

Benschley primarily contends that the statements are irrelevant to the ALJ's analysis and should be stricken. The Recommended Order properly considered this testimony as evidence supporting Florida Housing's determination that RPV adequately demonstrated site control under

the solicitation criteria. Contrary to Benschley's argument, the ALJ did not substitute the Parties' subjective understanding of the RFA requirements; it was included as testimonial evidence directly responding to Benschley's allegations.

Benschley again urges Florida Housing to impose additional requirements not contained in the RFA. As discussed above, the solicitation did not require a legal description, nor did it authorize Florida Housing to adjudicate the legal sufficiency or enforceability of the Contract for Purchase. *Madison Landing II, LLC*, DOAH Case No. 21-0146BID. To the contrary, Section Four, A.7.a. expressly states that Florida Housing "has no authority to, and will not, evaluate the validity or enforceability of any site control documentation." *Recommended Order*, ¶ 23; *Joint Exhibit 1* at 55-56.

Nevertheless, Benschley relies extensively on cases concerning the validity and enforceability of real property contracts and asks Florida Housing to apply a vague "reasonable assurance" standard that does not appear anywhere in the RFA or Florida Housing's governing rules or statutes². Benschley never identifies what such a standard would require or what burden it would impose on the Applicant. Benschley's position would improperly require additional fact-finding well beyond the scope of the Recommended Order. *City of N. Port, Fla.*, 645 So. 2d 485, 487. ("The agency makes no factual findings in reviewing the recommended order.").

Importantly, Benschley bears the burden of proof in this proceeding, not RPV. § 120.57(3)(f), F.S. Thus, the issue is not whether additional documentation or contractual language would have been preferable, but whether Benschley proved that RPV failed to satisfy the actual

² In the authority Benschley relies upon, the "reasonable assurances" were expressly required by a governing rule or statute to be included as part of the application. *Metro. Dade Cty. v. Coscan Fla., Inc.* 609 So. 2d 644, 651 (Fla. 3d DCA 1992)(§403.918, F.S governing the permit application expressly required "reasonable assurance that water quality standards will not be violated."); *St. Johns River Water Mgmt. Dist. v. Cece*, 369 So. 3d 730, 735 (Fla. 5th DCA 2023)(Rule 62-330.301, F.A.C., governing the permit application expressly required "reasonable assurances" that a multitude of criteria would be satisfied). That is not the case here.

requirements contained in the RFA. The ALJ correctly concluded that Benschley failed to meet that burden.

Again, there is ample competent, substantial evidence in the record to support all of the ALJ's factual findings regarding the testimony disputed in Benschley's second exception.

Accordingly, Exception Number Two should be rejected.

Response to Exception Number Three

In Exception Number Three, Benschley takes exception to the ALJ's findings of fact in paragraphs 33 and 40 concerning whether RPV was required to submit the Conceptual Master Plan to demonstrate site control.

The referenced Findings of Fact state:

33. Mr. Coakley also reported that the development parcel is more fully described in a Conceptual Master Plan, which, while not included in its application, was sufficiently referenced in the Contract for Purchase. (As discussed below, Mr. Coakley further credibly argued that the Conceptual Master Plan is not an "intermediate" document that RPV was required to include in its application.)

40. While Benschley focused the significant majority of its case in chief extracting testimony regarding the above challenge to RPV's application, Benschley also maintained that RPV's application failed to include several "relevant intermediate" documents as required in Section Four, A.7.a. Benschley identified the missing documents as the Conceptual Master Plan (as referenced in section 1.3 of the Contract for Purchase) and a Contract for Purchase and Sale of Real Property, dated November 28, 2023, involving Robles Park Village Development Group. However, based on the testimony received during the hearing, Benschley's contention that RPV's application is incomplete without these documents is not persuasive. Instead, the more convincing testimony from Mr. Coakley and Ms. Levy established that RPV was not required (nor was any applicant) to submit with its application every document that might have been referenced within a sales contract. Ms. Levy specifically declared that RPV did not need to provide the Conceptual Master Plan or the 2023 Contract for Purchase to connect the "chain of ownership from

the current owner and the seller [the Housing Authority and Robles Park] to the buyer [RPV]."

The Recommended Order correctly concluded that RPV was not required to submit every document referenced in the Contract for Purchase. The RFA requires Applicants to include with their site control documentation only the “**relevant** intermediate contract[s], agreements, assignments, options, conveyances, intermediate leases, and subleases.” *Recommended Order* ¶ 23 (emphasis added). A document does not become a “relevant intermediate” document merely because it is referenced in a purchase contract. The inquiry is limited to whether the omitted document is necessary to establish the owner’s right to sell, the seller’s right to convey, the buyer’s right to acquire the property, or another express site control criterion identified in the RFA. Benschley did not prove that the Conceptual Master Plan or the 2023 Contract for Purchase served that function. *Madison Trace, LLC v. Fla. Housing Fin. Corp.*, DOAH Case No. 22-0004BID, ¶75 (DOAH RO April 1, 2022; FHFC April 29, 2022) (It is Petitioner’s burden to prove an unincluded document was “relevant.”). The ALJ properly credited the testimony of Melissa Levy and Daniel Coakley, establishing that the documents were not necessary to demonstrate the “chain of ownership” or otherwise satisfy the specific site control criteria identified in the RFA.

Paragraph 33 is, again, clearly an expression of witness testimony, and Mr. Coakley’s testimony is directly supported by the Hearing Transcript. Feb. 17 T. at 111-112, 120-121.

Paragraph 40 is a mix of a summary of the disputed issues, ALJ comments regarding the weight of the evidence, and factual findings. The Paragraph begins with a summary of the issues Benschley focused on in its case in chief that Benschley does not dispute.

Paragraph 40 also comments directly regarding the weight of the evidence presented at hearing, speaking to the persuasiveness of Benschley’s arguments vs. the witness testimony of Ms. Levy and Mr. Coakley. Benschley specifically states within its Exceptions that it is not asking

Florida Housing to reweigh the evidence. *Benschley Exceptions*, ¶7. Regardless, “Evidentiary matters such as credibility of witnesses...are the prerogative of the ALJ.” *Reily Enterprises, LLC v. Florida Dept. of Env'tl. Prot.*, 990 So. 2d 1248, 1251 (Fla. 4th DCA 2008). Florida Housing may not overrule the ALJ's determination.

Finally, Paragraph 40 concludes with factual findings directly grounded in Ms. Levy's testimony that the omitted documents were not necessary to establish the chain of ownership or otherwise satisfy the RFA's site control requirements. See Feb. 17 T. at 147.

Benschley's argument again urges Florida Housing to import additional requirements into the RFA that do not appear in the solicitation language. Nothing in the RFA required submission of conceptual planning documents merely because they were referenced in the Contract for Purchase. *Madison Trace, LLC*, DOAH Case No. 22-0004BID (Neither a referenced POA nor MDA contained relevant information that would require inclusion by the Applicant in its site control documentation); *WHFT LL Workforce, Ltd.*, DOAH Case No. 25-1110BID, ¶134 (Attached site control documents met the requirements of the RFA, a referenced but excluded MDA did not affect eligibility). The burden lies with Benschley to show that such documentation is relevant to the extent that its exclusion clearly renders the application ineligible. The ALJ properly found that Benschley failed to meet that burden.

The ALJ reasonably distinguished between documents necessary to establish eligibility under the RFA and ancillary documents merely referenced within the Contract for Purchase.

The Recommended Order's analysis is also consistent with prior Florida Housing precedent recognizing that not every document referenced in a contract is a “relevant” document for purposes of Applicant eligibility. The ALJ correctly determined that the omitted documents

identified by Benschley do not affect whether the application satisfies the limited site control criteria expressly identified in the RFA.

The competent, substantial evidence fully supports the ALJ's factual findings challenged in Benschley's third exception.

Accordingly, Exception Number Three should be rejected.

Response to Exception Number Four³

In Exception Number Four, Benschley takes exception to the ALJ's ultimate finding in paragraph 82, which states:

82. Therefore, based on the evidence in the record, Benschley did not establish, by a preponderance of the evidence, that Florida Housing's award of tax credits to RPV was clearly erroneous, contrary to competition, arbitrary, or capricious. As a result, Benschley did not meet its burden of proving that Florida Housing's intended award of funding to RPV under RFA 2025-205 was contrary to its governing statutes, rules or policies, or the solicitation specifications.

The Recommended Order thoroughly analyzed the evidence presented at final hearing and concluded that RPV's application complied with the site control requirements of the RFA. The ALJ specifically credited the testimony of Florida Housing's witness, Melissa Levy, regarding Florida Housing's interpretation and application of the solicitation requirements. *Recommended Order*, ¶ 80.

Benschley's exception merely repackages arguments already considered and rejected in the Recommended Order. The ALJ's conclusion that Benschley failed to meet its burden under section 120.57(3)(f), F.S., is fully supported by competent, substantial evidence and should not be disturbed.

³ Benschley lists two Exceptions as Exception Three, the scrivener's error has been corrected to continue the consecutive count.

However, even if paragraph 82 is characterized as an ultimate finding or mixed determination, Benschley has not shown that the ALJ applied an incorrect legal standard or that Florida Housing may disregard the supported factual findings on which that determination rests.

Accordingly, Benschley's Exception Number Four should be rejected.

Response to Exception Number Five

In Exception Number Five, Benschley takes exception to the ALJ's conclusions of law in paragraphs 108, 110, and 111 relating to RPV's site control documentation.

The referenced Conclusions of Law state:

108. Turning to the merits of Benschley's protest of Florida Housing's proposed award of funding to RPV, the undersigned concludes that Florida Housing's decision to award tax credits under RFA 2025-205 to RPV is not contrary to its governing statutes, rules or policies, or the solicitation specifications. The evidence presented at the final hearing shows that RPV's application complied with the applicable criteria set forth in the RFA, and was fully eligible to receive funding under RFA 2025-205. Accordingly, Florida Housing's intended award to RPV for the RPV Parcel E housing development was not clearly erroneous, contrary to competition, arbitrary, or capricious and should not be overturned.

110. For its application, RPV elected to submit the Contract for Purchase as its Eligible Contract. Benschley, in challenging the sufficiency of the Contract for Purchase, posed the (not unreasonable) argument that the inclusion of a finalized legal description that definitively identified the development property might help Florida Housing ensure the feasibility of an applicant's proposed housing project. However, no provision of the RFA or any other governing rule or statute required such information. On the contrary, Ms. Levy persuasively attested that everything that an applicant must include to evince an Eligible Contract is listed in Section Four, A.7.a., and nothing further is required under the RFA. Ms. Levy's comprehensive and sound testimony was based on a fair and well-reasoned interpretation and application of the plain and unambiguous language of the RFA. *See Heritage Oaks, LLP v. Madison Pointe, LLC*, 277 So. 3d 215, 218 (Fla. 1st DCA 2019) ("Florida Housing is 'required to interpret the RFA consistently with its plain and unambiguous language.' ... An

agency may not adopt implausible or unreasonable interpretations of an RFA.").

111. Accordingly, because the "Eligible Contract" (the Contract for Purchase) that RPV submitted with its application clearly met all four requirements of Section Four, A.7.a(1), no legal grounds exist to find RPV's application ineligible for funding due to the fact that the Contract for Purchase did not include a legal description of the property. Therefore, the evidence adduced during the final hearing does not show that Florida Housing acted erroneously, contrary to competition, arbitrarily, or capriciously by relying on RPV's Contract for Purchase in determining RPV's application eligible for an award of funding. Consequently, Benschley did not prove that Florida Housings [sic] preliminary award of tax credits to RPV was contrary to its governing statutes, rules or policies, or the solicitation specifications.

These conclusions of law are reasonable, consistent with the plain language of the RFA, and supported by the competent, substantial evidence in the record. The ALJ reasonably credited and adopted Florida Housing's interpretation of its own solicitation criteria and correctly declined to impose additional requirements not contained within the RFA.

The Recommended Order properly recognized that Florida Housing's role is not to evaluate the enforceability or legal sufficiency of site control documentation, but instead to determine whether the application materials satisfied the criteria expressly identified in the RFA. Florida Housing cannot penalize an Applicant for failure to comply with a nonexistent rule or RFA requirement. *Madison Landing II, LLC*, DOAH Case No. 21-0146BID. Benschley's exceptions would improperly impose new eligibility requirements not contained within the RFA and would disregard the ALJ's supported factual findings.

The ALJ's conclusions of law are reasonable, well-reasoned, and based upon the competent, substantial evidence in the record.

Accordingly, Benschley's Exception Number Five should be rejected.

WHEREFORE, Florida Housing Finance Corporation respectfully requests that its Board of Directors reject all Benschley's exceptions to the Recommended Order and issue a Final Order consistent with the same.

Respectfully submitted this 26th day of May 2026.

/s/ Ethan S. Katz
Ethan Katz
Rhonda Morris
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301
Ethan.Katz@floridahousing.org
Rhonda.Morris@floridahousing.org
Counsel for Florida Housing Finance Corporation

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic mail to all Parties this 26th day of May, 2026.

Laura S. Olympio
Douglas P. Manson
Douglas Manson, P.A.
lolympio@flwaterlaw.com
dmanson@flwaterlaw.com
*Counsel for Benschley Manor, Ltd.
and Benschley Manor Developer, LLC*

Christopher B. Lunny
Jordann L. Wilhelm
Robert William Skrob
Radey Law Firm
clunny@radeylaw.com
jwilhelm@radeylaw.com
rskrob@radeylaw.com
Counsel Perrine Apartments III, Ltd.

M. Christopher Bryant
Oertel, Fernandez, Bryant & Atknsn, P.A.
cbryant@ohfc.com
Counsel for Port Richey Leased Housing Associates

Michael P. Donaldson
Carlton Fields, PA
mdonaldson@carltonfields.com
rcbrown@carltonfields.com
*Counsel for Autumn Palms North Port, Ltd., Blue
Central Ave, LLC, Gallery at Cross Creek, LLC and
Gallery at SoMi Parc Phase Two, LLC*

Anthony J. Bajoczky, Jr.
VLP Copenhaver Espino, P.A.
tbajoczky@vplaw.com
Counsel for Metro Grande I Associates, Ltd.

Tiffany A. Roddenberry
Lawrence E. Sellers
Holland & Knight LLP
tiffany.roddeberrry@hklaw.com
larry.sellers@hklaw.com
*Counsel for Heritage Grove, Ltd. and Peace Village,
Ltd.*

V, LLLP and Bradley Gardens, Ltd.

Marc Ito
Chad Wayne Dunn
Thomas Schulte
Pennington, P.A.
mito@penningtonlaw.com
cdunn@penningtonlaw.com
tschulte@penningtonlaw.com
Counsel for Ardent at Gulf View, LP

Maureen McCarthy Daughton
Maureen McCarthy Daughton, LLC
Mdaughton@mmd-lawfirm.com
Counsel for TWG Citrus, LP

Derek E. Bruce
Angela Josephine Misch
Gunster, Yoakley & Stewart, P.A.
dbruce@gunster.com
amisch@gunster.com
*Counsel for CGPA Parcel B, LP and RVP Parcel E,
LP*

/s/ Ethan Katz
*Counsel for Respondent
Florida Housing Finance Corporation*

STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

BENSCHLEY MANOR, LTD., and
BENSCHLEY MANOR DEVELOPER, LLC

Petitioners,

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

and

RPV PARCEL E, LP., CGPA PARCEL B, LP., and
TWG CITRUS, LP.,

Intervenors.

_____ /

AUTUMN PALMS NORTH PORT, LTD.,

Petitioner,

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

_____ /

BLUE CENTRAL AVENUE, LLC,

Petitioner,

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

_____ /

Case No. 26-000239BID
FHFC Case No.: 2025-068BP
RFA No.: 2025-205

RECEIVED

MAY 26 2026 3:32 PM

FLORIDA HOUSING
FINANCE CORPORATION

Case No. 26-000240BID
FHFC Case No.: 2025-0069BP

Case No. 26-000241BID
FHFC Case No.: 2025-070BP

PERRINE APARTMENTS, III, LTD,

Petitioner,

Case No. 26-000242BID
FHFC Case No.: 2025-071BP

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

PORT RICHEY LEASED HOUSING
ASSOCIATES V, LLLP,

Petitioner,

Case No. 26-000244BID
FHFC Case No.: 2025-072BP

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

BRADLEY GARDENS, LTD.,

Petitioner,

Case No. 26-000245BID
FHFC Case No.: 2025-073BP

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

**CGPA PARCEL B, LP AND RPV PARCEL E, LP'S NOTICE OF
JOINDER IN FLORIDA HOUSING FINANCE CORPORATION'S RESPONSE TO
BENSCHLEY MANOR'S MANOR, LTD'S & BENSCHLEY MANOR
DEVELOPER, LLC'S EXCEPTIONS TO RECOMMENDED ORDER**

Intervenors, CGPA PARCEL B, LP ("CGPA") and RPV Parcel E, LP ("RPV"), by and through the undersigned counsel, hereby file this Notice of Joinder in the Response to Benschley Manor, Ltd. and Benschley Manor Developer, LLC's Exceptions to the Recommended Order

submitted by Florida Housing Finance Corporation (“FHFC”) on May 26, 2026. CGPA and RPV hereby adopt, join in, and incorporate by reference the Response submitted by FHFC.

Respectfully submitted,

/s/ Derek E. Bruce
DEREK E. BRUCE
Florida Bar No.: 0148717
Email: dbruce@gunster.com
Secondary Email: speeler@gunster.com
ANGELA J. MISCH
Florida Bar No.: 1019740
Email: amisch@gunster.com
Secondary Email: aalfaro@gunster.com
GUNSTER, YOAKLEY & STEWART, P.A.
200 South Orange Avenue, Suite 1400
Orlando, FL 32801
Telephone: 407-648-5077
Fax: 407-849-1233

***Attorneys for Intervenors CGPA Parcel B, LP and
RPV Parcel E, LP***

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic mail to all parties this 26th day of May, 2026.

/s/ Derek E. Bruce
***Attorneys for Intervenors CGPA Parcel B, LP and
RPV Parcel E, LP***

SERVICE LIST

Ethan Katz
Rhonda Morris
Florida Housing Finance Corporation
227 N. Bronough Street, # 5000
Tallahassee, FL 32301
Ethan.katz@floridahousing.org
Rhonda.morris@floridahousing.org
Counsel for Florida Housing Finance Corporation

Laura S. Olympio
Nason Yeager Gerson Harris &
Fumero, P.A.
3001 PGA Blvd., Suite 305
Palm Beach Gardens, FL 33410
lolympio@nasonyeager.com
mdinatale@nasonyeager.com

Douglas P. Manson
Douglas Manson, P.A.
2304 West Cleveland St.
Tampa, FL 33609
dmanson@flwaterlaw.com
Counsel for Benschley Manor, Ltd. and Benschley Manor Developer, LLC

Christopher B. Lunny
Robert W. Skrob
Jordann Wilhelm
Radey Law Firm
301 South Bronough Street, Suite 200
Tallahassee, FL 32301
clunny@radeylaw.com
rskrob@radeylaw.com
jwilhelm@radeylaw.com
Secondary: kellis@radeylaw.com
Secondary: pwhite@radeylaw.com
Counsel for Perrine Apartments III Ltd.

Maureen M. Daughton
Maureen McCarthy Daughton, LLC
1400 Village Square Blvd., Suite 3-231
Tallahassee, FL 32312
mdaughton@mmd-lawfirm.com
Counsel for TWG Citrus, LP

Tiffany A. Roddenberry
Lawrence E. Sellers, Jr.
Holland & Knight LLP
315 S. Calhoun Street, Suite 600
Tallahassee, FL 32301
Tiffany.rodtenberry@hklaw.com
Larry.sellers@hklaw.com
Secondary: Jennifer.gillis@hklaw.com
Counsel for Heritage Grove, Ltd. and Peace Village, Ltd.

Michael Donaldson
Carlton Fields, PA
215 S. Monroe Street, Suite 500
Tallahassee, FL 32302
mdonaldson@carltonfields.com
Secondary: rcbrown@carltonfields.com
Counsel for Autumn Palms North Port, Ltd., Blue Central Ave, LLC, Gallery at Cross Creek, LLC and Gallery at SoMi Parc Phase Two, LLC

Anthony J. Bajoczky, Jr.
VLP Copenhaver Espino, PA
413 East Park Avenue
Tallahassee, FL 32301
tbajoczky@vlplaw.com
Secondary: mjohnson@vlplaw.com
Counsel for Metro Grande I Assoc., Ltd.

M. Christopher Bryant
Oertel, Fernandez, Bryant & Atkinson, PA
2060 Delta Way
Tallahassee, FL 32303
cbryant@ohfc.com
Secondary: bpetty@ohfc.com
***Counsel for Port Richey Leased Housing
Assoc. V, LLLP and Bradley Gardens, Ltd.***

Marc Ito
Chad Dunn
Thomas Schulte
Pennington, PA
215 South Monroe Street, Suite 200
Tallahassee, Florida 32301
mito@penningtonlaw.com
cdunn@penningtonlaw.com
tschulte@penningtonlaw.com
Secondary: spicard@penningtonlaw.com
Counsel for Ardent at Gulf View, LP

ACTIVE:39741052.1

STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

BENSCHLEY MANOR, LTD., and
BENSCHLEY MANOR DEVELOPER, LLC

Petitioners,

DOAH Case No. 26-000239BID
FHFC Case No.: 2025-068BP

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

and

HERITAGE GROVE, LTD., PEACE VILLAGE, LTD.,
RPV PARCEL E, LP., CGPA PARCEL B, LP., and
TWG CITRUS, LP.,

Intervenors.

_____ /

AUTUMN PALMS NORTH PORT, LTD.,

Petitioner,

DOAH Case No. 26-000240BID
FHFC Case No. 2025-069BP

vs.

FLORIDA HOUSING FINANCE CORPORATION

Respondent,

and

HERITAGE GROVE, LTD., and
PEACE VILLAGE, LTD.,

Intervenors.

_____ /

BLUE CENTRAL AVENUE, LLC,

Petitioner,

DOAH Case No. 26-000241BID
FHFC Case No.: 2025-070BP

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

and

HERITAGE GROVE, LTD., and
PEACE VILLAGE, LTD.,

Intervenors.

PERRINE APARTMENTS, III, LTD,

Petitioner,

DOAH Case No. 26-000242BID
FHFC Case No.: 2025-071BP

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

and

METRO GRANDE I ASSOCIATES, LTD.,
HERITAGE GROVE, LTD., PEACE VILLAGE, LTD.,
GALLERY AT CROSS CREEK, LLC, and GALLERY
AT SOMI PARC PHASE TWO, LLC,

Intervenors.

PORT RICHEY LEASED HOUSING
ASSOCIATES V, LLLP,

Petitioner,

DOAH Case No. 26-000244BID
FHFC Case No.: 2025-072BP

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

and

ARDENT AT GULF VIEW, LP,

HERITAGE GROVE, LTD., and
PEACE VILLAGE, LTD.,

Intervenors.

BRADLEY GARDENS, LTD.,

Petitioner,

DOAH Case No. 26-000245BID
FHFC Case No.: 2025-073BP

vs.

FLORIDA HOUSING FINANCE CORPORATION,

and

ARDENT AT GULF VIEW, LP,
HERITAGE GROVE, LTD., and
PEACE VILLAGE, LTD.,

Intervenors.

**FLORIDA HOUSING FINANCE CORPORATION'S
LIMITED EXCEPTION TO THE RECOMMENDED ORDER**

Florida Housing Finance Corporation (“Florida Housing”), pursuant to §120.57(3)(e), F.S., files this limited Exception to the Recommended Order issued May 5, 2026, in the above-styled cause.

Standard of Review

The rules of decision applicable in bid protests are set forth in section 120.57(3)(f), F.S., which provides for:

. . . a de novo proceeding to determine whether the agency’s proposed action is contrary to the agency’s governing statutes, the agency’s rules or policies, or the solicitation specifications. The standard of proof for such proceedings shall be whether the proposed agency action was clearly erroneous, contrary to competition, arbitrary, or capricious.

Section 120.57, F.S., establishes the specific and limited parameters for Florida Housing and the Board's review of a Recommended Order and issuance of a Final Order. Florida Housing may adopt a Recommended Order in its entirety or may, under certain limited, prescribed circumstances, modify or reject findings of fact and conclusions of law. § 120.57(1)(l), F.S. Florida Housing's Final Order must include an explicit ruling on each exception. § 120.57(1)(k), F.S.

Section 120.57(1)(l), F.S., provides, in pertinent part:

The agency may not reject or modify the findings of fact unless the agency first determines from a review of the entire record, and states with particularity in the order, that the findings of fact were not based upon competent substantial evidence or that the proceedings on which the findings were based did not comply with essential requirements of law.

At this stage of review, Florida Housing is not free to reweigh the evidence or to reject factual findings unless there is no competent substantial evidence to support them. *Health Care & Ret. Corp. of Am. v. Dep't of Health & Rehab. Servs.*, 516 So. 2d 292, 296 (Fla. 1st DCA 1987); *Schumacher v. Dep't of Prof. Regul.*, 611 So. 2d 75, 76 (Fla. 4th DCA 1992); *Baptist Hosp., Inc. v. State, Dep't of Health & Rehab. Servs.*, 500 So. 2d 620, 623 (Fla. 1st DCA 1986) ("It is well settled that an agency may not reject a hearing officer's factual findings on the conclusionary ground that they are not supported by competent substantial evidence, without offering specific reasons for such rejection.").

"Competent" evidence is evidence that is sufficiently relevant and material that a reasonable mind would accept it as adequate to support the conclusion reached. *Schrimsher v. Sch. Bd. of Palm Beach Cnty.*, 694 So. 2d 856, 861 (Fla. 4th DCA 1997) (citing *DeGroot v. Sheffield*, 95 So. 2d 912, 916 (Fla. 1957)). "Substantial" evidence is evidence from which the fact at issue can be reasonably inferred, and which a reasonable mind would accept as adequate to support a conclusion. *Id.* Thus, the term "substantial evidence" does not relate to the quality, character,

convincing power, probative value, or weight of the evidence. Rather, “competent substantial evidence” refers to the existence of some evidence as to each essential element and as to its admissibility under legal rules of evidence. *Scholastic Book Fair, Inc. v. Unemployment Appeals Comm’n*, 671 So. 2d 287, 289 n.3 (Fla. 5th DCA 1996).

Similarly, Florida Housing may not substitute its findings simply because it would have determined factual questions differently. *F.U.S.A., FTP-NEA v. Hillsborough Cnty. Coll.*, 440 So. 2d 593, 595-96 (Fla. 1st DCA 1983); *see also Resnick v. Flagler Cnty. Sch. Bd.*, 46 So. 3d 1110, 1112-13 (Fla. 5th DCA 2010) (agency may not reject findings of fact supported by competent substantial evidence even if alternate findings were also supported by competent substantial evidence); *Heifetz v. Dep’t of Bus. Regul., Div. of Alcoholic Bevs. & Tobacco*, 475 So. 2d 1277, 1281 (Fla. 1st DCA 1985) (“If, as is often the case, the evidence presented supports two inconsistent findings, it is the hearing officer’s role to decide the issue one way or the other.”). “Factual inferences are to be drawn by the hearing officer as trier of fact.” *Id.* at 1283. Rejection or modification of conclusions of law may not form the basis for rejecting or modifying findings of fact. § 120.57(1)(l), F.S. Therefore, if the record contains any competent substantial evidence supporting a challenged factual finding of the ALJ, the agency is bound by such factual finding in preparing its Final Order. *See e.g., Walker v. Bd. of Pro. Eng’rs*, 946 So. 2d 604, 605 (Fla. 1st DCA 2006); *Fla. Dep’t of Corr. v. Bradley*, 510 So. 2d 1122, 1123 (Fla. 1st DCA 1987).

In addition, an agency has no authority to make independent or supplemental findings of fact. *See e.g., City of N. Port, Fla. v. Consol. Minerals, Inc.*, 645 So. 2d 485, 487 (Fla. 2d DCA 1994)(“The agency’s scope of review of the facts is limited to ascertaining whether the hearing officer’s factual findings are supported by competent substantial evidence. The agency makes no factual findings in reviewing the recommended order.”) (citations omitted). Florida Housing may

not attempt to resolve evidentiary conflicts or judge the credibility of witnesses. *Belleau v. Dep't of Env't'l Prot.*, 695 So. 2d 1305, 1306-07 (Fla. 1st DCA 1997); *Dunham v. Highlands Cnty. Sch. Bd.*, 652 So. 2d 894, 896 (Fla. 2d DCA 1995).

Florida Housing may modify or reject conclusions of law over which it has substantive jurisdiction. § 120.57(1)(l), F.S.; *Barfield v. Dep't of Health*, 805 So. 2d 1008, 1010-11 (Fla. 1st DCA 2001). When modifying or rejecting conclusions of law, Florida Housing must state with particularity the reasons for the modification or rejection and must make a finding that its substituted conclusion of law is as or more reasonable than the conclusion modified or rejected. § 120.57(1)(l), F.S.

“Ultimate facts are those found in that vaguely defined area lying between evidentiary facts on the one side and conclusions of law on the other and are the final resulting effects which are reached by the process of logical reasoning from the evidentiary facts.” *Feldman v. Dep't of Transp.*, 389 So. 2d 692, 694 (Fla. 4th DCA 1980). The question whether the facts establish a violation of a rule or statute, for example, involves a question of ultimate fact that Florida Housing may not reject without adequate explanation. *Goin v. Comm'n on Ethics*, 658 So. 2d 1131, 1138 (Fla. 1st DCA 1995).

Exception No. 1

Florida Housing takes Exception to Finding of Fact 17, subpart b. (2), and to the related sentence in footnote 4 stating that Florida Housing determined CGPA was improperly awarded Community Services proximity points, because the record does not contain competent substantial evidence supporting those statements, and the issue was not tried after the parties stipulated that Benschley was no longer pursuing any issues against CGPA.

For the reasons set forth below, Finding of Fact Paragraph 17, subpart b.(2) should not be adopted in the Final Order. Finding of Fact Paragraph 17, subpart b.(2) states:

b. CGPA (eligible for funding under RFA 2025-205):

(2) Prior to the final hearing, Florida Housing determined that CGPA's application was improperly awarded "Community Services" proximity points. However, CGPA remains eligible for funding under the RFA.

Footnote 4 states, in relevant part:

By the time of the final hearing, much water had sluiced over the "funding waterfall" to Benschley's favor. Florida Housing determined that CGPA was improperly awarded Community Services proximity points. Similarly, the parties stipulated that TWG Citrus' application should lose its Proximity Point Preference, which will invalidate its receipt of a preliminary award of funding. Finally, following Florida Housing's preliminary awards, Magnolia Gardens accepted an award of funding under RFA 2025-204, which rendered ineligible its application for RFA 2025-205.

Florida Housing takes exception only to the statement in Footnote 4 that "Florida Housing determined that CGPA was improperly awarded Community Services proximity points."

Prior to the final hearing, all parties stipulated that "Benschley is no longer pursuing any issues against CGPA." *Joint Pre-Hearing Stipulation*, ¶65. As a result, CGPA's Community Services proximity points were not an issue to be tried in the final hearing. "Pretrial stipulations prescribing the issues on which a case is to be tried are binding upon the parties and the court, and should be strictly enforced" *Palm Beach Polo Holdings, Inc. v. Broward Marine, Inc.*, 174 So. 3d 1037, 1039 (Fla. 4th DCA 2015).

The record does not contain competent substantial evidence establishing that Florida Housing made the determination attributed to it in Finding of Fact 17, subpart b.(2) and footnote 4. Nor should the Final Order adopt a finding that CGPA lost, or should lose, Community Services

proximity points where that issue was not tried and was not necessary to resolve the protests remaining for hearing.

Accordingly, Florida Housing respectfully requests that the Final Order decline to adopt Finding of Fact 17, subpart b.(2) and the related statement in footnote 4 that “Florida Housing determined that CGPA was improperly awarded Community Services proximity points.”

WHEREFORE, Florida Housing Finance Corporation respectfully requests that a Final Order be entered granting this limited Exception and declining to adopt Finding of Fact 17, subpart b.(2), and the related statement in Footnote 4 that “Florida Housing determined that CGPA was improperly awarded Community Services proximity points.”

Respectfully submitted this 15th day of May 2026.

/s/ Ethan S. Katz

Ethan Katz

Rhonda Morris

Florida Housing Finance Corporation

227 North Bronough Street, Suite 5000

Tallahassee, Florida 32301

Ethan.Katz@floridahousing.org

Rhonda.Morris@floridahousing.org

Counsel for Florida Housing Finance Corporation

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic mail to all parties this 15th day of May, 2026.

/s/ Ethan Katz

Counsel for Respondent

Florida Housing Finance Corporation

Laura S. Olympio

Douglas P. Manson

Douglas Manson, P.A.

lolympio@flwaterlaw.com

dmanson@flwaterlaw.com

Counsel for Benschley Manor, Ltd.

and Benschley Manor Developer, LLC

Michael P. Donaldson

Carlton Fields, PA

mdonaldson@carltonfields.com

rcbrown@carltonfields.com

Counsel for Autumn Palms North Port, Ltd., Blue

Central Ave, LLC, Gallery at Cross Creek, LLC and

Gallery at SoMi Parc Phase Two, LLC

Christopher B. Lunny
Jordann L. Wilhelm
Robert William Skrob
Radey Law Firm
clunny@radeylaw.com
jwilhelm@radeylaw.com
rskrob@radeylaw.com
Counsel Perrine Apartments III, Ltd.

M. Christopher Bryant
Oertel, Fernandez, Bryant & Atknsn, P.A.
cbryant@ohfc.com
*Counsel for Port Richey Leased Housing Associates
V, LLLP and Bradley Gardens, Ltd.*

Marc Ito
Chad Wayne Dunn
Thomas Schulte
Pennington, P.A.
mito@penningtonlaw.com
cdunn@penningtonlaw.com
tschulte@penningtonlaw.com
Counsel for Ardent at Gulf View, LP

Maureen McCarthy Daughton
Maureen McCarthy Daughton, LLC
Mdaughton@mmd-lawfirm.com
Counsel for TWG Citrus, LP

Anthony J. Bajoczky, Jr.
VLP Copenhaver Espino, P.A.
tbajoczky@vlplaw.com
Counsel for Metro Grande I Associates, Ltd.

Tiffany A. Roddenberry
Lawrence E. Sellers
Holland & Knight LLP
tiffany.rodtenberry@hklaw.com
larry.sellers@hklaw.com
*Counsel for Heritage Grove, Ltd. and Peace Village,
Ltd.*

Derek E. Bruce
Angela Josephine Misch
Gunster, Yoakley & Stewart, P.A.
dbruce@gunster.com
amisch@gunster.com
*Counsel for CGPA Parcel B, LP and RVP Parcel E,
LP*

RFA 2025-205 Preliminary Awards if Recomendations are Adopted

SAIL Funding Balance Available	2,125,272	Small County Funding Balance Available			-
Family Demographic Funding Balance Available	1,712,600	Medium County Funding Balance Available			-
Elderly Demographic Funding Balance Available	412,672	Large County Funding Balance Available			2,125,272
Self-Sourced Applicant Funding Balance	MERGED				
Non-Self-Sourced Applicant Funding Balance	MERGED	NHTF Funding will be 100% allocated in accordance with Exhibit H			

Application Number	Name of Development	County	County Size	Name of Authorized Principal	Name of Developers	Dev Category	Demo. Commitment	Total Points	SAIL Request	ELI Request	Total SAIL Request (SAIL + ELI)	Eligible For Funding?	Meets the Geographic Funding Test	Meets the Demographic Funding Test	County Award Tally	Veterans Preference?	Self-Sourced Applicant?	Non-Self-Sourced Family Applicant?	HUD CNI Goal?	Family, Preservation Goal	Permit Ready Goal	Private Entity Goal	Priority Level?	Total Points	A/B/C Leveraging	Proximity Funding Preference	Florida Job Creation Preference	Lottery Number
--------------------	---------------------	--------	-------------	------------------------------	--------------------	--------------	------------------	--------------	--------------	-------------	---------------------------------	-----------------------	-----------------------------------	------------------------------------	--------------------	----------------------	-------------------------	------------------------------------	---------------	---------------------------	-------------------	---------------------	-----------------	--------------	------------------	------------------------------	---------------------------------	----------------

HUD Choice Neighborhoods Implementation Grant Goal

2026-152BSA	Culmer Gardens on 5th Street	Miami-Dade	L	Kenneth Naylor	Culmer Gardens on 5th St Development, LLC	NC	F	200	\$4,200,000	\$1,000,000	5,200,000	Y	Y	Y	1	N	Y	SS	Y	N	N	N	1	19	A	Y	Y	71
-------------	------------------------------	------------	---	----------------	---	----	---	-----	-------------	-------------	-----------	---	---	---	---	---	---	----	---	---	---	---	---	----	---	---	---	----

Self-Sourced Application proposing a Development in Miami-Dade County or Broward County

2026-121BSA	Perrine Village III	Miami-Dade	L	Kenneth Naylor	Perrine Development III, LLC	NC	F	160	\$4,500,000	\$1,000,000	5,500,000	Y	Y	Y	2	N	Y	SS	N	N	N	N	1	21	A	Y	Y	57
-------------	---------------------	------------	---	----------------	------------------------------	----	---	-----	-------------	-------------	-----------	---	---	---	---	---	---	----	---	---	---	---	---	----	---	---	---	----

New Construction Elderly Application proposing a Development in Miami-Dade County or Broward County

2026-124SA	8th Avenue Commons	Broward	L	Daniel F. Acosta	ACRUVA Community Developers, LLC	NC	E, Non-ALF	110	\$7,700,000	\$1,000,000	8,700,000	Y	Y	Y	1	Y	N	N/A	N	N	N	N	1	15	A	Y	Y	38
------------	--------------------	---------	---	------------------	----------------------------------	----	------------	-----	-------------	-------------	-----------	---	---	---	---	---	---	-----	---	---	---	---	---	----	---	---	---	----

One Family Application that qualifies for the Preservation Development Goal

2026-099BS	Oak Park	Alachua	M	Brian Evjen	Newstar Development, LLC; GHA Development, LLC	A/R	F	101	\$6,500,000	\$1,000,000	7,500,000	Y	Y	Y	1	N	N	Y	N	Y	N	N	1	15	C	Y	Y	66
------------	----------	---------	---	-------------	--	-----	---	-----	-------------	-------------	-----------	---	---	---	---	---	---	---	---	---	---	---	---	----	---	---	---	----

One Application that qualifies for the Permit Ready Development Goal

2026-154BSA*	Bradley Gardens	Lee	L	Michael Allan	ReVital Development Group, LLC	NC	E, Non-ALF	84	\$7,305,828	\$720,500	8,026,328	Y	Y	Y	1	Y	N	N/A	N	N	Y	N	1	15	C	Y	Y	74
--------------	-----------------	-----	---	---------------	--------------------------------	----	------------	----	-------------	-----------	-----------	---	---	---	---	---	---	-----	---	---	---	---	---	----	---	---	---	----

One Application that qualifies for the Private Entity Application Goal

none

Small County Application(s)

None

Medium County Application(s)

2026-097S	Dominium Kissimmee Family	Osceola	M	Devon M. Quist	Kissimmee Leased Housing Development V, LLC	NC	F	180	\$4,140,000	\$1,000,000	5,140,000	Y	Y	Y	1	N	Y	SS	N	N	N	N	1	21	A	Y	Y	9
2026-146BS	University Parkway	Manatee	M	Bryan R Wrigley	Lotus FL Development, LLC	NC	F	210	\$4,500,000	\$1,000,000	5,500,000	Y	Y	Y	1	N	Y	SS	N	N	N	N	1	21	A	N	Y	41
2026-066BS	Rockledge Apartments	Brevard	M	C. Hunter Nelson	ECG Rockledge Developer, LLC	NC	F	90	\$3,000,000	\$742,000	3,742,000	Y	Y	Y	1	N	Y	SS	N	N	N	N	1	19	B	Y	Y	80
2026-136BSA	Latitude 30 Villas	Bay	M	Renee Sandell	Paces Preservation Partners, LLC	NC	E, Non-ALF	80	\$5,600,000	\$586,000	6,186,000	Y	Y	Y	1	Y	N	N/A	N	N	N	N	1	15	B	Y	Y	20

Page 2 of 2

[illegible]

RESOLUTION
of the
Board of Directors of
Florida Housing Finance Corporation
pertaining to
Signature Authority, Attestations, Certifications, and
Execution of Routine Documents

WHEREAS, the Florida Housing Finance Corporation ("Florida Housing") is authorized under the provisions of Chapter 420, Part V, Florida Statutes, to promote the public welfare by administering the governmental function of financing or refinancing housing and related facilities, to make loans to eligible borrowers and issue revenue bonds from time to time for the purpose of financing affordable housing developments;

WHEREAS, to ensure continuity of operations and minimize disruptions due to personnel transitions, the Board desires to delegate authority by title rather than by individual name; and

WHEREAS, it is necessary that the Board of Directors of Florida Housing (the "Board") designate and authorize the Executive Director and other senior officers of Florida Housing to execute routine program documents on behalf of Florida Housing, including federal program documents and certifications, HUD and FHA submissions, environmental review documents, and related documents, and to designate and authorize certain Assistant Secretaries to attest to or certify such documents, as needed.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
THE FLORIDA HOUSING FINANCE CORPORATION AS FOLLOWS:**

1. The Board hereby designates and authorizes Florida Housing's Executive Director, Chief Financial Officer, Chief Operating Officer, and General Counsel to be responsible for programs administered by Florida Housing for as long as they are employed in those capacities or are formally assigned the duties and responsibilities of those positions by the Board or Executive Director, to execute routine program documents, federal program certifications, State certifications, HUD and FHA certifications, attestations, submittals, reports, and such other documents as they deem necessary to ensure market, federal program, or program continuity, including but not limited to: contracts, notes, mortgages, loan closing documents, submittals, reports, certifications, attestations, amendments, checks, and such other documents as may be necessary for the operation of Florida Housing. The Executive Director is appointed as a secretary of Florida Housing as of the date they begin employment as the Executive Director and shall hold such office for as long as they are employed in the capacity as Executive Director. The General Counsel is further authorized to execute documents related to legal compliance, settlements, certifications of legal sufficiency, and other legal instruments within their purview. This delegation shall extend to successors in title or to individuals formally designated to carry out these duties, provided the scope of responsibilities remains substantially similar.

2026-001

2. The Board hereby designates and authorizes Florida Housing's Executive Director, Chief Financial Officer, Chief Operating Officer, and General Counsel, for as long as they are employed in those capacities or are formally assigned the duties and responsibilities of those positions by the Board or Executive Director, to serve as Corporate Officers and Certifying Officials for HUD, FHA, and related federal housing program purposes, and to execute submit, certify, or approve related documents on behalf of Florida Housing.

3. The Board hereby designates and authorizes Florida Housing's Executive Director or any officer formally authorized by the Board to perform the functions of the Executive Director, to serve as Florida Housing's Certifying Officer for purposes of 24 CFR Part 58 for HUD-assisted, HUD-funded, or HUD-insured programs or activities for which Florida Housing serves as the responsible entity. The Certifying Officer is authorized to execute Requests for Release of Funds and Certifications, Findings of No Significant Impact, and related environmental review documents. In the absence or unavailability of the Executive Director, or officer formally authorized by the Board to perform the functions of the Executive Director, the Chief Financial Officer, the Chief Operating Officer, or General Counsel may execute such documents, provided the officer executing the document has reviewed the applicable environmental review record.

4. The Board hereby designates and authorizes Florida Housing's Executive Director or Chief Financial Officer or Chief Operating Officer to delegate authority to execute routine documents, including but not limited to: contracts, notes, mortgages, loan closing documents, submittals, reports, certifications, attestations, amendments, checks, and such other documents as may be necessary for the operation of Florida Housing to the Comptroller, the Managing Director of Multifamily Programs, the Multifamily Loans and Bonds Director, the Multifamily Tax Credits Director, the Managing Director of Homebuyer and Federal Loan Programs, the Managing Director of Asset Management and Guarantee Program, the Managing Director of Policy and Special Programs, and the Managing Director of External Affairs, including such persons authorized to act on their behalf, for as long as they are employed by Florida Housing. This delegation shall remain effective as to successors in title performing the same or substantially similar duties, regardless of future changes in title or organizational structure, unless otherwise amended by the Board.

5. The Board hereby designates and authorizes the General Counsel, the Comptroller, the Managing Director of Multifamily Programs, the Multifamily Loans and Bonds Director, and the Multifamily Tax Credits Director, as Assistant Secretaries for as long as they are employed in those capacities, for the purpose of attesting to or certifying routine program documents including but not limited to: resolutions, loan closing documents, submittals, reports, amendments, checks, contracts, draw requests, and such other documents as may be necessary.

6. This resolution supersedes and replaces all prior resolutions delegating authority to execute routine documents.

7. For purposes of this Resolution, any future changes to position titles that retain substantially similar responsibilities shall be deemed to fall within the scope of this delegation unless otherwise revoked or amended by the Board.

2026-001

8. This resolution shall take effect on June 26, 2026 (the "Effective Date").

ADOPTED THIS 26th day of June, 2026.

(SEAL)

FLORIDA HOUSING FINANCE
CORPORATION, a public corporation and
a public body corporate and politic duly
created and existing under the laws of the
State of Florida

Sandra Veszi Einhorn, Chair
Florida Housing Finance Corporation,
Board of Directors

ATTEST:

Melissa Levy, Assistant Secretary
Florida Housing Finance Corporation,
Board of Directors

2026-001

**STATE OF FLORIDA
COUNTY OF LEON**

I hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted at a duly noticed public meeting of the Florida Housing Finance Corporation, legally called and held on the 19th day of September 2025, at which a quorum was present, all as will appear by reference to the original Resolution incorporated in the official records of the Florida Housing Finance Corporation.

By: _____
Jade Grubbs, Multifamily Loans and
Bonds Director, Florida Housing
Finance Corporation

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by Jade Grubbs, as Multifamily Loans and Bonds Director of the Florida Housing Finance Corporation, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida, on behalf of the corporation. She is personally known to me.

NOTARY SEAL

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

RESOLUTION
of the
Board of Directors of
Florida Housing Finance Corporation
pertaining to
Delegating Authority to Execute Bond Related Documents and
Designating Assistant Secretaries to Provide Attestations and
Certifications on Bond Related Documents

WHEREAS, the Florida Housing Finance Corporation ("Florida Housing") is authorized under the provisions of Chapter 420, Part V, Florida Statutes, to issue revenue bonds from time to time for the purpose of financing affordable housing developments; and,

WHEREAS, the Board of Directors of Florida Housing (the "Board") has authorized, and may continue to authorize, the issuance of revenue bonds (the "Bonds"), and desires to promote operational efficiency by delegating authority by title rather than by individual name, including delegating authority to the Executive Director, Chief Financial Officer, Chief Operating Officer, General Counsel, and Comptroller to execute documents in connection with the issuance and closing of Bonds and related transaction and to bind Florida Housing accordingly; and

WHEREAS, the Board also desires to designate certain Assistant Secretaries to provide attestations to or certifications of documents in connection with the issuance of Bonds by Florida Housing.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
THE FLORIDA HOUSING FINANCE CORPORATION AS FOLLOWS:**

1. Effective June 26, 2026, the Board hereby designates and authorizes the Executive Director, the Chief Financial Officer, the Chief Operating Officer, General Counsel, and Comptroller to execute, and only one of them need execute, all documents necessary to effectuate the issuance of the Bonds, including the execution of the Bonds and the related security documents. This designation and authorization shall apply to any such Bond issuance and transactions closing occurring on or after the Effective Date. The Executive Director is appointed as a secretary of Florida Housing as of the date they begin employment in that role and shall hold such office for as long as they are so employed.

2. The Board hereby designates the General Counsel, the Comptroller, the Managing Director of Multifamily Programs, the Multifamily Loans and Bonds Director, the Multifamily Tax Credits Director, the Managing Director of Homebuyer and Federal Loan Programs, the Managing Director of Asset Management and Guarantee Program, and the Managing Director of Policy and Special Programs, and the Managing Director of External Affairs as Assistant Secretaries of Florida Housing, for the purpose of attesting to or certifying documents required to effectuate the issuance of Bonds, including the execution of the Bonds and related underlying security documents. This designation and authorization shall apply to such Bonds-related transactions occurring on or after the Effective Date.

3. This Resolution supersedes and replaces all prior resolutions delegating authority to execute bond-related documents.

4. This Resolution shall take effect on June 26, 2026 (the "Effective Date").

ADOPTED THIS 26th day of June, 2026.

(SEAL)

FLORIDA HOUSING FINANCE
CORPORATION, a public corporation and
a public body corporate and politic duly
created and existing under the laws of the
State of Florida

ATTEST:

Sandra Veszi Einhorn, Chair
Florida Housing Finance Corporation,
Board of Directors

Melissa Levy, Assistant Secretary
Florida Housing Finance Corporation,
Board of Directors

**STATE OF FLORIDA
COUNTY OF LEON**

I hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted at a duly noticed public meeting of the Florida Housing Finance Corporation, legally called and held on the 26th day of June 2026, at which a quorum was present, all as will appear by reference to the original Resolution incorporated in the official records of the Florida Housing Finance Corporation.

By: _____
Jade Grubbs, Multifamily Loans and
Bonds Director, Florida Housing
Finance Corporation

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by Jade Grubs, as Multifamily Loans and Bonds Director of the Florida Housing Finance Corporation, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida, on behalf of the corporation. She is personally known to me.

NOTARY SEAL

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

2026 Housing Credit Allocation

2025/2026 RFA Cycle

RFA Number	RFA Title	Housing Credit Funding Made Available	Housing Credit Funding Awarded	Housing Credit Funding Remaining	Status
2025-201	Housing Credit Financing for Affordable Housing Developments Located in Small and Medium Counties	\$23,249,350	\$23,024,279	\$225,071	Litigation Concluded - Assumes Board Approval of Recommended Order Presented at June 26, 2026 Board Meeting
2025-202	Housing Credit Financing for Affordable Housing Developments Located in Broward, Duval, Hillsborough, Orange, Palm Beach, and Pinellas Counties	\$33,313,230	\$33,038,229	\$275,001	Litigation Concluded - Invitations Issued
2025-203	Housing Credit Financing for Affordable Housing Developments Located in Miami-Dade County	\$10,909,420	\$11,114,900	(\$205,480)	No Litigation - Invitations Issued
2025-212	Housing Credit Financing to Provide Affordable Multifamily Rental Housing that is a Part of Local Revitalization Initiatives	\$4,128,000	\$3,800,000	\$328,000	No Litigation - Invitations Issued
2026-103	Housing Credit and SAIL Financing to Develop Housing for Homeless Persons	\$6,100,000	\$6,100,000	\$0	Litigation Ongoing
2026-106*	Financing to Develop Housing for Persons with Disabling Conditions / Developmental Disabilities	\$4,128,000	\$5,000,000	(\$872,000)	Litigation Concluded - Invitations Issued
Totals		\$81,828,000	\$82,077,408	(\$249,408)	

*On May 1, 2026, the Board approved the addition of remaining Housing Credits from the 2025-2026 RFA cycle to fund a second Development in this RFA.

Remaining 2026 Housing Credit Allocation	
Total 2026 Housing Credit Allocation (Estimate as of May 2025)	\$73,730,000
Less Funds Allocated	(\$82,077,408)
Plus Returned Funding Not Allocated Yet	\$1,934,521
Plus Difference Between 2026 Estimated Funding and Actual Funding*	\$6,417,961
Plus National Pool Housing Credits	TBD
Total Housing Credits Remaining to Allocate	\$5,074

*Budget Reconciliation Act of 2025 signed on July 4, 2025, increased each state's 9% Housing Credit allocation by 12%

2025 SAIL Funding
2025/2026 RFA Cycle

RFA Number	RFA Title	SAIL Funding Made Available	SAIL Funding Awarded	SAIL Funding Remaining	Status
2025-204	SAIL Financing for the Preservation of Elderly Developments	\$3,725,000	\$3,725,000	\$0	No Litigation - Invitations Issued
2025-205	SAIL Financing of Affordable Multifamily Housing Developments	\$89,650,000	\$87,524,728	\$2,125,272	Litigation Concluded - Assumes Board Approval of Recommended Order Presented at June 26, 2026 Board Meeting
2026-102*	SAIL Financing for Smaller Permanent Supportive Housing Developments for Persons with Special Needs	\$17,975,071	\$0	\$17,975,071	Litigation Concluded
2026-103	Housing Credit and SAIL Financing to Develop Housing for Homeless Persons	\$12,500,000	\$12,500,000	\$0	Litigation Ongoing
2026-104	SAIL Financing Farmworker and Commercial Fishing Worker Housing	\$6,250,000	\$0	\$6,250,000	No Applications Received
2026-106**	Financing to Develop Housing for Persons with Disabling Conditions / Developmental Disabilities	\$6,000,000	\$7,359,700	(\$1,359,700)	Litigation Concluded - Invitations Issued
Totals		\$136,100,071	\$111,109,428	\$24,990,643	

*Includes \$6,756,462 in Returned Funding

**On May 1, 2026, the Board approved the allocation of a portion of remaining funding from RFA 2026-102 to RFA 2026-106 to fund a second Development.

Remaining 2025 SAIL Funding	
Remaining Funding	\$24,990,643
Returned Funding	\$79,231
Returned Funding	\$25,069,874

*Staff will make separate recommendation for reallocation of \$16,615,371 from RFA 2026-102.

*Staff recommends to reallocate the remaining \$8,454,503 in 2025 SAIL funding to the overall available SAIL funding for the 2026/2027 RFA Cycle.

2025 Live Local SAIL Funding

2025/2026 RFA Cycle

RFA Number	RFA Title	Live Local SAIL Funding Made Available	Live Local SAIL Funding Awarded	Live Local SAIL Funding Remaining	Status
2025-213	SAIL Funding for Live Local Mixed Income, Mixed-Use and Urban Infill Developments	\$100,000,000	\$97,686,777	\$2,313,223	Litigation Concluded - Invitations Issued
2025-214*	Live Local SAIL Financing to be Used for Developing and Reconstructing Affordable Multifamily Housing Developments	\$44,000,000	\$44,000,000	\$0	No Litigation - Invitations Issued
2025-215**	SAIL Funding for Development near Military Installations Pursuant to The Live Local Act; 420.50871, F.S.	\$29,746,558	\$29,500,000	\$246,558	No Litigation - Invitations Issued
2026-206	HOME and Live Local SAIL Financing to be Used for Rental Developments in Rural Areas of Opportunity	\$7,000,000	\$7,000,000	\$0	No Litigation - Invitations Issued
Totals		\$180,746,558	\$178,186,777	\$2,559,781	

*Includes \$24MM of Returned Funding from 2024-2025 RFA Cycle

**Includes Funding Remaining from 2024-2025 RFA Cycle

Remaining 2025 Live Local SAIL Funding	
Remaining Funding	\$2,559,781
Returned Funding	\$4,756,000
Total Live Local SAIL Remaining*	\$7,315,781

*Staff recommends including the remaining/returned Live Local SAIL Funding in RFA 2026-205.

FLORIDA HOUSING FINANCE CORPORATION - Tentative RFA 2026-2027 Funding Amounts/Time Lines
(All Information Subject to Change)
6/23/2026 draft

Assigned RFA Number	Subject of RFA	2026-2027 Program Funding and <u>ESTIMATED</u> Funding Amount Available	Board Approval for funding designation	RFA Workshop	RFA Issue Date	RFA Due Date	Review Committee (make recommendations to Board)	Request Board Approval of Recommendations (at scheduled Board Meeting)
2026								
2026-201	Housing Credit Financing for Affordable Housing Developments Located in Small and Medium Counties	\$1,944,030 estimated 9% HC - small counties \$21,505,240 estimated 9% HC - medium counties	05/01/2026	6/17/2026	7/16/2026	8/11/2026	9/2/2026 @ 10:00 a.m.	9/25/2026
2026-202	Housing Credit Financing For Affordable Housing Developments Located In Broward, Duval, Hillsborough, Lee, Orange, Palm Beach, Pinellas, and Polk Counties	\$33,633,880 estimated 9% HC	05/01/2026	6/17/2026	7/16/2026	8/12/2026	9/2/2026 @ 2:00 p.m.	9/25/2026
2026-203	Housing Credit Financing for Affordable Housing Developments Located in Miami-Dade County	\$10,935,850 estimated 9% HC	05/01/2026	6/17/2026	7/16/2026	8/13/2026	9/3/2026 @ 2:00 p.m.	9/25/2026
2026-204	SAIL Financing for the Preservation of Elderly Developments	\$5,317,810 estimated SAIL *In conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits		9/10/2026 @ 2:00 p.m.	mid-October	mid-late November	early December 2026	12/18/2026
2026-205	SAIL Financing of Affordable Multifamily Housing Developments	\$47,860,290 estimated SAIL Elderly \$80,124,050 estimated SAIL Family \$7,315,781 estimated in Live Local SAIL from remaining/returned from prior cycles \$ TBD - NHTF *In conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits		7/29/2026	8/20/2026	9/22/2026	10/21/2026 @ 2:00 p.m.	11/6/2026
2026-212	Housing Credit Financing to Provide Affordable Multifamily Rental Housing that is a Part of Local Revitalization Initiatives	\$4,138,000 estimated 9% HC 5% High Priority \$TBD NHTF		9/15/2026 @ 2:00 p.m.	October 2026	November 2026	December 2026	12/18/2026
2026-216	Live Local SAIL Financing for the Construction of Large-Scale Developments of Significant Regional Impact	\$25,000,000 - estimated Live Local SAIL		8/6/2026 @ 2:00 p.m.	TBD	TBD	TBD	TBD
2026-217	Financing to Preserve Extremely Low Income Units in the Development's Portfolio	\$10 M	05/01/2026	8/19/2026 @ 2:00 p.m.	TBD	TBD	TBD	TBD
2026-218	Financing for the Preservation of Developments in the Corporation Portfolio	\$20 M	05/01/2026	8/27/2026	TBD	TBD	TBD	TBD
2027								
2027-102	SAIL Financing for Smaller Permanent Supportive Housing Developments for Persons with Special Needs	\$12,380,350 estimated SAIL		April 2027	TBD	TBD	TBD	3rd Quarter 2027

Assigned RFA Number	Subject of RFA	2026-2027 Program Funding and <u>ESTIMATED</u> Funding Amount Available	Board Approval for funding designation	RFA Workshop	RFA Issue Date	RFA Due Date	Review Committee (make recommendations to Board)	Request Board Approval of Recommendations (at scheduled Board Meeting)
2027-103	Housing Credit and SAIL Financing to Develop Housing for Homeless Persons	\$17,845,000 estimated SAIL \$3,000,000 estimated 9% HC - Medium county \$3,465,000 estimated 9% HC - Large county		9/17/2026 @ 2:00 p.m.	October 2026	January 2027	TBD	1st Quarter 2027
2027-104	SAIL Financing Farmworker and Commercial Fishing Worker Housing	\$8,922,500 - estimated SAIL		March 2027	April 2027	May 2027	June 2027	2nd Quarter 2027
2027-106	Financing to Develop Housing for Persons with Disabling Conditions / Developmental Disabilities	\$4,138,000 estimated 9% HC \$6,000,000 estimated SAIL for Disabling Conditions		9/17/2026 @ 2:00 p.m.	October 2026	January 2027	TBD	1st Quarter 2027
2027-208	SAIL Financing for Workforce Housing located in Monroe County	\$11.9M estimated SAIL Workforce *in conjunctin with MMRB and 4% HC		TBD	TBD	TBD	TBD	TBD

Date	Subject
1/28/2026 @ 2:00 p.m.	General RFA Workshop
4/17/2026 @ 10:00 a.m.	2nd General RFA Workshop
5/19/2026 @ 2:00 p.m.	General Permanent Supportive Housing workshop

2027 Estimated Housing Credit Allocation
2026/2027 RFA Cycle

Housing Credit Allocation		
Estimated Total 2027 Competitive Housing Credit Allocation		\$82,760,000
Plus Unused 2026 Competitive Housing Credit Allocation*		\$0
Less Estimated Bindings for 2026 Competitive Housing Credits		\$0
Remaining Allocation Available for Distribution		
High Priority Affordable Housing Projects	5%	\$4,138,000
Affordable Housing Projects that Target Persons who have a Disabling Condition	5%	\$4,138,000
Remaining Allocation Subject to Further Categorization		\$74,484,000
Small County Geographic Allocation Authority	2.61%	\$1,944,030
Medium County Geographic Allocation Authority**	32.90%	\$24,505,240
Large County Geographic Allocation Authority**	64.49%	\$48,034,730

*TBD After National Pool is Released

**Includes 1 Homeless Demographic Award in a Medium County and Large County

2026 SAIL Allocation

2026/2027 RFA Cycle

SAIL Funding Splits		
State Housing Trust Fund		\$70,770,000
Less Data Clearinghouse		(\$416,000)
Less Catalyst Program		\$0
Total for 2026 Appropriation		\$70,354,000
Total From Live Local Tax Credit Program		\$38,450,000
Total Program Income Added		\$69,646,000
Total Appropriation and Program Income		\$178,450,000
Commercial Fishing Workers/Farmworkers	5%	\$8,922,500
Homeless	10%	\$17,845,000
Special Needs	10.30%	\$18,380,350
Total Elderly	29.80%	\$53,178,100
Elderly Preservation (10% of Elderly Funding)		\$5,317,810
Elderly Non-Preservation (90% of Elderly Funding)		\$47,860,290
Family	44.90%	\$80,124,050
County Splits		
Small Counties	10.00%	\$17,845,000
Medium Counties	32.90%	\$58,710,050
Large Counties	57.10%	\$101,894,950

REQUEST FOR PROPOSALS (RFP) 2026-08

AUDITING SERVICES

for

FLORIDA HOUSING FINANCE CORPORATION

April 27, 2026

SECTION ONE

INTRODUCTION

Florida Housing Finance Corporation (“Florida Housing”) is soliciting competitive, sealed responses from qualified certified public accounting firms to provide auditing services in accordance with the terms and conditions set forth in this Request for Proposals (RFP), and any other term and condition in any contract subsequently awarded. Respondents will be selected and determined through Florida Housing’s review of each response, considering the factors identified in this RFP. Florida Housing expects to select one Respondent that proposes to provide all of the services specified in this RFP.

SECTION TWO

DEFINITIONS

For purposes of this document, the following terms will be defined as follows:

“Auditor”	A person or entity providing the professional services described in Section Four of this RFP.
“Board”	The Board of Directors of Florida Housing Finance Corporation.
“Committee”	The review committee composed only of employees of Florida Housing that is established pursuant to Rule 67-49.007, Fla. Admin. Code.
“Days”	Calendar days, unless otherwise specified.
“Effective Date”	The date the last party signs the contract that is awarded as a result of this RFP.
“FAF Agreement”	The Financing Adjustment Factor (FAF) Refunding Agreement between Florida Housing and HUD dated December 1, 1992.
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, F.S.
“Guarantee Program”	The Florida Affordable Housing Guarantee program that Florida Housing administers pursuant to Sections 420.507 and 420.5092, F.S. and Fla. Admin. Code R. 67-39.
“HUD”	The United States Department of Housing and Urban Development.

“Joint Venture”	A legal entity comprised of two or more business entities engaged in the joint execution of a particular transaction for mutual profit. For all intents and purposes regarding this RFP any Joint Venture shall be treated as a partnership, with full responsibilities and liabilities applying severally to each business entity of the Joint Venture.
“Respondent”	Any person or entity who has the capability in all respects to perform fully the requirements contained in this RFP, and submits a response to this RFP.
“Response”	The written submission by a Respondent to this RFP.
“RFP”	This RFP, including all exhibits referenced in this document and all other documents incorporated by reference.
“Subcontractor”	An entity which contracts with the Respondent to perform a specific part or parts of the services undertaken by the Respondent pursuant to this RFP. For the purposes of this RFP, any Subcontractor shall be bound by and shall comply with the provisions of the Contract between Florida Housing and the Auditor regarding the specific part or parts of the subcontracted services.
“Website”	The Florida Housing Finance Corporation website, the URL of which is www.floridahousing.org .

SECTION THREE

PROCEDURES AND PROVISIONS

A. Respondents will submit their Response to:

<https://www.floridahousing.org/legal/procurements/RFP-2026-08-Documents-Upload>

Florida Housing must receive the entire Response on or before 2:00 p.m., Eastern Time, on May 27, 2026, as Responses will be opened at that time. Any Responses received after the deadline will be considered non-responsive. One complete copy of the response in PDF format is preferred; the PDF must be text-searchable and not password-protected, unless specified otherwise in Section Six below, and the file name ought to contain a reference to both the solicitation number (RFP 2026-08) and the name of the Respondent. Please note that the site will ask for the Respondent's contact information and the solicitation number prior to being able to upload the Response. Florida Housing will not accept a mailed or faxed Response.

B. This RFP does not commit Florida Housing to award a contract to any Respondent or to pay any costs incurred in the preparation or submission of a Response.

C. All services under the contract awarded are to be performed solely by the Contractor, unless subcontracted or assigned with the prior written approval and consent of Florida Housing.

D. Florida Housing reserves the right to:

1. Waive minor deficiencies and informalities;
2. Accept or reject any or all Responses received as a result of this RFP;
3. Obtain information concerning any or all Respondents from any source;
4. Request an oral interview before the Board from any or all Respondents;
5. Select for contract negotiation or for award a Response other than (or in addition to) that with the highest score in order to serve the best interests of Florida Housing and the public; and
6. Negotiate with the successful Respondent with respect to any additional terms or conditions of the contract.

E. Any interested party may submit any question regarding this RFP in writing via e-mail to the Contract Administrator at Contract.Admin@floridahousing.org. All questions must be submitted no later than 2:00 p.m., Eastern Time, on May 13, 2026. Phone calls will not be accepted. Florida Housing expects to respond to all questions in writing by 5:00 p.m., Eastern Time, on May 20, 2026. Florida Housing will post a copy of all questions received and the corresponding answers on Florida Housing's website at:

<http://www.floridahousing.org/legal/procurements/request-for-proposals>.

Only written responses or statements from the Contract Administrator that are posted on our website will bind Florida Housing. No other means of communication, whether oral or written, may be construed as an official response or statement from Florida Housing.

F. Between the release of the solicitation and the end of the 72-hour period following the posting of the notice of intended award, excluding Saturdays, Sundays, and state holidays, respondents to this solicitation or persons acting on their behalf may not contact any member of Florida Housing's Board of Directors or any Florida Housing employee concerning any aspect of this solicitation, except in writing to the Contract Administrator. Violation of this provision may be grounds for rejecting a response.

G. Any person who wishes to protest the specifications of this RFP must file a protest in compliance with s. 120.57(3), F.S., and Rule Ch. 28-110, F.A.C. Failure to file a protest within the time prescribed in s. 120.57(3), F.S., will constitute a waiver of proceedings under Ch. 120, F.S.

H. The term of the contract will be for three years, subject to satisfactory performance at the sole discretion of Florida Housing. If the parties mutually agree in writing, the contract may be renewed once for an additional three years.

I. Florida Housing is not required to use the services of any selected Contractor or to assign any work to such provider, and may terminate the contract with any selected Contractor without cause and without penalty.

J. Pursuant to Rule 67-49.004, Fla. Admin. Code, Florida Housing may modify the terms of the RFP at any point prior to the due date for Responses. A notice of such modification will be posted on Florida Housing's Website. Any Respondent will have at least seven days from the date of the posting of the notice of the modification to submit or modify its Response.

K. The terms of this RFP, and any modifications thereto, will be incorporated into any contract offered as a result of this RFP. Failure of a successful Respondent to accept these obligations in the final contract may result in cancellation of the award and selection of an alternate Respondent.

L. By submitting a Response to this RFP, the Respondent agrees that any resulting contracts or agreements (and any attachments, exhibits, and amendments) may be executed and delivered by electronic signatures. As used herein, the term "electronic signatures" shall have the meaning in s. 668.50, F.S.

SECTION FOUR

SCOPE OF SERVICES

Florida Housing was created by Ch. 420, Part V, F.S. as a public corporation. It is a discretely presented component unit of the State of Florida for financial reporting purposes.

Florida Housing issues bonds, allocates federal tax credits, and administers federal and state funded programs to finance single family and multifamily affordable housing in the State of Florida. Bonds issued by Florida Housing (other than the Guarantee Program issues, if any) are payable, both as to principal and interest, solely from the assets of the various programs which are pledged under the resolutions authorizing the particular issues. These issues do not constitute an obligation, either general or special, of Florida Housing, the State of Florida or of any local government herein.

In conjunction with the refunding of certain multifamily revenue bonds, Florida Housing and HUD signed a FAF Agreement. This refunding reduced interest rates and permitted HUD to recapture Section 8 Funds used to subsidize FAF developments financed by the bonds. HUD also made available to Florida Housing fifty percent (50%) of the net recaptured funds attributable to this refunding to provide decent, safe, and sanitary housing affordable to very-low income families or persons. Seven loans totaling approximately \$5.4 million were outstanding on December 31, 2025.

In accordance with Ch. 420.507(40), F.S., Florida Housing has established subsidiary business entities for the purpose of taking title to, managing and disposing of property acquired by Florida Housing. These subsidiaries are blended component units of Florida Housing.

Florida Housing's audited financial statements are available online [here](#).

Services to be provided by the Auditor for each fiscal year being audited shall include, but are not limited to, the following:

A. Perform an examination of Florida Housing's financial statements sufficient in scope to allow the Auditor to express its opinion that the financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America and present fairly the financial position as of December 31 and the related statements of revenues, expenses, and changes in financial position and cash flows for the year then ended as required by Generally Accepted Auditing Standards (GAAS). Prepare the Independent Auditor's Report on Compliance and on Internal Control Over Financial Reporting based on an audit of financial statements performed in accordance with Government Auditing Standards (GAS). Florida Housing anticipates that all fieldwork shall be completed no later than 120 Days after year-end and that all reports shall be delivered to Florida Housing no later than 150 Days after year-end. All statements will provide for single year presentation unless otherwise instructed by Florida Housing. The statements may or may not include supplementary combining schedules as annually determined by Florida Housing. The scope of the audit shall encompass the activities necessary to establish compliance with:

1. Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants in its Statements on Auditing Standards, as have been incorporated by reference in the Rules of the Florida Board of Accountancy;

2. *Government Auditing Standards*, issued by the Comptroller General of the United States, known as the Yellow Book;

3. The Single Audit Act Amendments of 1996, the Florida Single Audit Act (Section 215.97, F.S.), and Office of Management and Budget (OMB) Compliance Supplement (2 CFR Part 200, Appendix XI), and other applicable federal law, as required and as may be amended from time to time, as applicable; and

4. The term "financial audit" as defined in Section 11.45(1)(d), F.S.

B. Florida Housing's financial statements are required to be prepared in accordance with GAAP. In the event that authoritative bodies, principally the Governmental Accounting Standards Board (GASB), promulgate modifications to GAAP during the period of the engagement, the Auditor will apprise Florida Housing of such modifications and advise Florida Housing how best to implement such changes.

C. Perform procedures as needed, including, but not limited to, those related to the Affordable Housing Guarantee Program Debt Service Reserve Funds sufficient to comply with Section 420.5092(6)(a), F.S.

D. Present necessary reports required by applicable standards, laws or rules.

E. Make recommendations to improve the economy and efficiency of Florida Housing operations.

F. Appear before Florida Housing's Board of Directors and/or Audit Committee to make oral presentations of the written reports and as otherwise may be requested by Florida Housing.

G. Retain work papers and reports for a minimum of three years from the date of the audit report unless notified by the Auditor General to extend the retention period.

H. Make all audit work papers available upon request to authorized federal or state of Florida personnel and the Florida Auditor General, or their designee, at the completion of the audit.

I. Transmit to Florida Housing in electronic format one copy of each report as specified in this section. The electronic format shall be as directed by Florida Housing. Any and all deliverables under this contract may be posted to Florida Housing's Website. Florida Housing may also, in other documents such as bond offerings, refer to the deliverables posted on the Website. No deliverable will be reproduced in another document without prior notification to the Auditor.

J. Supervise and monitor all Subcontractors, if any.

K. Perform an examination of a single family or multifamily bond issue or indenture sufficient in scope to allow the Auditor to express its opinion that the financial statements of that issue or indenture have been prepared in accordance with accounting principles generally accepted in the United States of America and present fairly the financial position as of December 31 and the related statements of revenues, expenses, and changes in net position, and cash flows for the year then ended as required by GAAS, if requested by Florida Housing.

L. Perform procedures and prepare reports required by state or federal oversight agencies, if requested by Florida Housing, including but not limited to:

1. Provide Florida Housing with such additional information as may be reasonably requested of Florida Housing by a federal oversight agency, including an audit report of funds expended or received by Florida Housing.

2. Perform agreed upon procedures triennially or as otherwise required or requested. Such procedures may include a programmatic review of Florida Housing's compliance with the FAF agreement, and a review of the assistance provided and the families and persons assisted. The next triennial review is due for the three years ending December 31, 2028.

SECTION FIVE

CERTIFICATION

Do not reproduce the language of Section Five in the Response. By inclusion and execution of the statement provided in Section Six of this RFP, each Respondent certifies that:

A. The Respondent submits this Response without prior understanding, agreement, or connection with any person or entity submitting a separate Response for the same services. However, any agreement with a person or entity with whom the Response is jointly filed and such joint filing is made clear on the face of the Response will be an exception so long as the Response is in all respects fair and without collusion or fraud.

B. Any material submitted in response to this RFP is a public record pursuant to Ch. 119, F.S., and subject to examination upon request, but only after Florida Housing provides a notice of decision pursuant to s. 120.57(3), F.S., or within 30 days after the Response is opened, whichever is earlier.

C. The Respondent, if awarded a contract under this RFP, will comply with s. 420.512(5), F.S. For the purpose of s. 420.512(5), F.S., “Prohibited Business Solicitation Communications” is defined by s. 420.503(34), F.S.

D. The Respondent further affirms it is in compliance with s. 420.512(5)(c), F.S.

E. The Respondent is in compliance with s. 287.133(2)(a), F.S.

F. The Respondent is in compliance with s. 448.095, F.S.

G. The Respondent understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in s. 20.055(5), F.S.

H. The Respondent attests, under penalty of perjury, that it does not meet any of the criteria in s. 287.138(2)(a) – (c), F.S.

I. The Respondent attests, under penalty of perjury, that it does not use coercion for labor or services as defined s. 787.06, F.S.

J. Pursuant to s. 119.0701(2)(b), F.S., the Respondent, if awarded a contract under this RFQ, will be required to comply with public records laws, specifically to:

1. Keep and maintain public records required by Florida Housing to perform the service.

2. Upon request from Florida Housing’s custodian of public records, provide Florida Housing with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to Florida Housing.

4. Upon completion of the contract, transfer, at no cost, to Florida Housing all public records in possession of the contractor or keep and maintain public records required by Florida Housing to perform the service. If the contractor transfers all public records to Florida Housing upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Florida Housing, upon request from Florida Housing's custodian of public records, in a format that is compatible with Florida Housing's information technology systems.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Corporation Clerk at:

Corporation Clerk
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Corporation.Clerk@floridahousing.org

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph will only apply if and when the Contractor is acting on behalf of Florida Housing.

K. The Respondent acknowledges that if awarded a contract it will be prohibited from engaging in activities in connection with services related to Florida Housing transactions that produce direct or indirect financial gain for the Respondent other than for the compensation agreed upon in the contract that results from this RFP, unless that Respondent has Florida Housing's written consent after Florida Housing has been fully informed of such activities in writing.

L. The Respondent acknowledges that if awarded a contract it will be prohibited from engaging in any actual, apparent, or potential conflict of interest. Should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of the contract and prior to the conclusion of the contract, the Respondent will provide written notification (Notice of Conflict of Interest) to Florida Housing's Contract Administrator within 10 working days for review by Florida Housing's Executive Director in consultation with the Ethics Officer. If the Respondent is found to be in non-compliance with this provision, any compensation received in connection with this contract will be subject to forfeiture to Florida Housing.

M. The Respondent, in submitting this Response, acknowledges and agrees that the terms and conditions of this RFP, as well as any modifications thereto, will be incorporated into any contract offered as a result of this RFP.

N. CERTIFICATION STATEMENT:

FAILURE TO INCLUDE THE CERTIFICATION STATEMENT LOCATED IN SECTION SIX OF THIS RFP BEARING AN ORIGINAL SIGNATURE WILL RESULT IN REJECTION OF THE RESPONSE.

SECTION SIX
INFORMATION TO BE PROVIDED IN RESPONSE

In providing the following information, restate each item and sub-item (with its letter and number), limit your Response to one attachment. Responses to the items must be included immediately after the restated items without any reference to any appendix.

A. COVER LETTER

Each proposal must be accompanied by a cover letter that contains a general statement of the purpose of submission and includes the following information.

1. The name, job title, address, office and cellular telephone numbers, and e-mail address of a primary contact person, who will be responsible for day-to-day contact with Florida Housing, and any backup personnel who would be accessible if the primary contact cannot be reached.
2. Legal business status (individual, partnership, corporation, etc.) and address and telephone number of the Respondent.

B. GENERAL INFORMATION

1. Provide a description of the Respondent's firm including the year organized, ownership, and the total number of audit staff employees by staff level designation, i.e. senior, manager, etc., a summary of revenues and the percentage of revenues earned from auditing/accounting, tax, management consulting, and other services for the latest year end.
2. Provide documentation of the Respondent's ability to meet the following minimum professional qualifications. The following minimum professional qualifications must be met in order to be considered for Contract award.
 - a. The Respondent must be a certified public accounting firm.
 - b. The Respondent must have annual auditing/accounting revenues in excess of \$2 million.
 - c. The Respondent and any Subcontractor must be independent according to applicable standards of the American Institute of Certified Public Accountants and Government Auditing Standards.

d. The Respondent must have performed audits of a state, local government, or an affordable housing finance entity with assets of over \$100 million within the last three years. Related experience with mortgage and commercial banks, with assets exceeding \$500 million that have substantial activity in the origination of mortgage loans may also be acceptable.

e. The Respondent must provide information regarding the identity of proposed Subcontractors or members of a Joint Venture, if any.

f. The Subcontractor, if any, must have performed audits of a state, local government, or an affordable housing finance entity within the last three years. Related experience with mortgage and commercial banks that have substantial activity in the origination of mortgage loans may also be acceptable.

3. Documentation of a minimum of \$3 million in professional liability errors and omissions insurance is required prior to contract signing and annually thereafter. Identify if such insurance is currently in place or briefly describe the plan to have it in place prior to contract signing.

4. Provide documentation from the Florida Department of State that the Respondent, and Subcontractor, if any, is qualified to do business in the State of Florida, and provide a copy of the Respondent's and Subcontractor's current licenses from the Florida Department of Business and Professional Regulation.

C. FIRM EXPERIENCE AND CAPABILITY

1. Describe in detail attestation engagements with a state government, a local government, and/or an affordable housing finance entity with assets of \$100 million and/or related experience with mortgage and commercial banks with assets exceeding \$500 million that have substantial activity in the origination of mortgage loans that clearly support the experience as set forth in the minimum qualifications. Describe how this experience demonstrates the ability to provide the services outlined for the respective activities in Section Four.

2. Describe the firm's policy on assignment and rotation of engagement partners. Explain the management approach to be used for this engagement to assure maximum effectiveness, efficiency, and benefit. Describe the firm's approach to partner review of work performed under this contract.

3. Document the Respondent's ability to complete assignments in a timely manner.

4. Provide a description of to what extent, if any, the Respondent, and any Subcontractors, including all holding companies and subsidiaries, or any officers or directors or other personnel are now, or have been during the five years ended December 31, 2025, under indictment, investigation or order issued by a regulatory or governmental entity, or engaged in litigation or subject to an order from a court of competent jurisdiction. If any such condition

exists, or existed in the time period specified, discuss the outcome and to what extent this could impair the level of service of the Respondent or any Subcontractor. In addition, describe any allegations made against the Respondent or any Subcontractor for the period January 2021 through the date of the proposal of which Florida Housing should be aware.

5. Provide a list of all governmental clients for which the Respondent has performed services during the three years ended December 31, 2025, including bond-issuing and state housing finance entity clients. Identify the type of service provided for each client.

6. Provide a list of all governmental client accounts terminated during the three years ended December 31, 2025 and provide the reason for termination.

7. Provide a copy of the most recent quality control review report and any other documentation regarding an independent review of your procedures, audits or services performed. Include documentation regarding resolution of any conditions identified. Clearly identify any outstanding unresolved items.

8. Describe the Respondent's approach to keeping clients informed of new, proposed or revised accounting pronouncements, standards, guidelines, accounting changes, auditing procedure additions or changes, and changes in markets or regulations, especially as related to state housing finance agencies.

D. EXPERIENCE/QUALIFICATIONS OF PERSONNEL

1. Identify the engagement partner(s) and manager(s), including Subcontractors, if any, to be assigned to this engagement, including their qualifications, experience and office location(s). All partners and managers assigned during the term of this contract shall be currently active and licensed certified public accountants.

2. Provide the location(s) of the office(s) from which the work on this engagement is expected to be performed and a description of the range of activities performed by the office(s) to be assigned to this engagement.

3. Provide the number or percentage of fieldwork hours that staff is expected to be onsite at Florida Housing.

4. Describe the procedures used by the Respondent, and Subcontractor, if applicable, for changing assigned staff during the audit, including how the quality of staff over the term of the agreement will be maintained.

5. Describe the composition of the audit team by position levels.

6. Describe in detail the extent to which Subcontractors will be used to perform the services including, but not limited to, the number of audit hours or percentage of audit time and the type of audit work to be performed by all Subcontractors.

E. APPROACH TO SERVICES

1. Describe the Respondent's approach to creating and negotiating a letter of engagement for the term of the contract. Provide a copy of the firm's standard format for an engagement letter. Indicate which items in the engagement letter the Respondent expects are non-negotiable, aside from those items required by applicable audit standards. Discuss the Respondent's usual method of conflict resolution.

2. Describe the Respondent's audit approach for the engagement including, but not limited to, the following:

- a. Risk assessment and audit planning.
- b. Use of audit and/or other specialists.
- c. Gaining and documenting an understanding of Florida Housing's business, its transactions, and internal controls.
- d. The types and formats of client schedules and any other information to be provided by Florida Housing.
- e. Tentative schedule for completing required reports by due dates specified in Section Four of this RFP including tentative dates for performance of interim audit work, if any.
- f. The plan for transitioning from the predecessor auditing firm, if necessary.

3. Describe how the Respondent will develop and provide recommendations on a regular, but no less than annual, basis to improve Florida Housing's present financial management, procedures, and internal controls.

F. FEES

In Table 1 below, provide an annual flat fee for each year of the term of the contract for the services outlined in Section Four, Scope of Services, Items A. – J. of this RFP. Include the estimated number of hours for the engagement type and an hourly rate for each staff member that will be assigned to the engagement. The fee for Year 3 should include the triennial review of Florida Housing's compliance with the FAF agreement.

TABLE 1	
Fees	
Year 1 (A)	\$
Year 2 (B)	\$
Year 3 (C)	\$
TOTAL FLAT FEE (A+B+C=D)	\$

FINAL FEE SCHEDULE WILL BE SUBJECT TO NEGOTIATION.

G. DRUG-FREE WORKPLACE

If the Respondent has implemented a drug-free workplace program, the Respondent must submit the following certification indicating that it meets all of the requirements of Section 287.087, Fla. Stat.:

I hereby certify on behalf of the Respondent, under the terms of RFP 2026-08, that the Respondent has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat.

Authorized Signature: _____
Print Name: _____
Print Title: _____

H. MINORITY BUSINESS ENTERPRISE

If the Respondent is a minority business enterprise as defined in Section 288.703, Fla. Stat., the Respondent must submit the following certification:

I hereby certify on behalf of the Respondent, under the terms of RFP 2026-08, that the Respondent is a “minority business enterprise” as defined in Section 288.703(3), Fla. Stat.

Authorized Signature: _____
Print Name: _____
Print Title: _____

I. CERTIFICATION (Mandatory Item)

FAILURE TO INCLUDE THE CERTIFICATION STATEMENT LOCATED IN SECTION FIVE OF THIS RFP BEARING AN ORIGINAL SIGNATURE WILL RESULT IN REJECTION OF THE RESPONSE.

SECTION SEVEN EVALUATION PROCESS

The individual Committee members will independently evaluate the Responses by reviewing the answers to each of the items identified in Section Six of this RFP and assigning points up to the maximum points allowed for each item. The points available for items in Section Six are to be evaluated are as follows:

<u>Item Reference</u>	<u>Maximum Points</u>
B. General Information.....	10
C. Firm Experience and Capability	30
D. Experience/Qualifications of Personnel.....	25
E. Approach to Services	20
F. Fees	15
Total Points Available.....	100

For the Fees, the Respondent with the lowest proposed total flat fee will receive the maximum allowable points (15 points). The remaining respondents will receive a percentage of the maximum points, rounded to the nearest whole number, based on the following formula:

Lowest Proposed Total Flat Fee ÷ Current Respondent's Proposed Total Flat Fee	=	%	x	15	=	Total Points Awarded for that "Total Fee" (Rounded to the nearest whole number)
---	---	---	---	----	---	--

In the event of a tie, Florida Housing will give preference in the award process to the Response certifying that a drug-free workplace has been implemented in accordance with s. 287.087, F.S. If a tie continues to exist, Florida Housing will give preference to minority business enterprises as defined in s. 288.703, F.S.

The Committee will conduct one or more public meetings during which members will discuss their evaluations and develop a recommendation or series of recommendations to the Board. The Committee's recommendation will be based on the cumulative scoring and information gathered from the non-scored items. The Board may use the Responses, the Committee's scoring, the non-scored items in the Responses, any other information or recommendation provided by the Committee or staff, and any other information the Board deems relevant in its selection of Respondents to whom to award a contract. ¹

SECTION EIGHT AWARD PROCESS

Florida Housing will provide notice of its decision, or intended decision, for this RFP on Florida Housing's Website the next business day after the applicable Board vote. After posting, an unsuccessful applicant may file a notice of protest and a formal written protest in accordance with s. 120.57(3), F.S. Failure to file a protest within the time prescribed in s. 120.57(3), F.S. or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under Ch. 120, F.S.

¹ Pursuant to s. 287.05701 F.S. (2023), Florida Housing may not request documentation of or consider a vendor's social, political, or ideological interest when determining if the vendor is a responsible vendor. Additionally, Florida Housing may not give preference to a vendor based on the vendor's social, political, or ideological interests.

RFP 2026-08 - Auditing Services

		CliftonLarsonAllen LLP 				Ernst & Young LLP			
SECTION SIX ITEM REFERENCE	Max Score	Denise	Kenny	Tammy	Total	Denise	Kenny	Tammy	Total
B. General Information	10	9	9	8	26	9	8	9	26
C. Firm Experience and Capability	30	24	28	28	80	22	26	29	77
D. Experience/Qualifications of Personnel	25	22	24	24	70	23	23	25	71
E. Approach to Services	20	19	17	19	55	18	19	20	57
F. Fees	15	14	14	14	42	15	15	15	45
TOTAL POINTS	100	88	92	93	273	87	91	98	276
A. Cover Letter	Y/N	Y	Y	Y		Y	Y	Y	
G. Drug-Free Workplace	Y/N	Y	Y	Y		Y	Y	Y	
H. Minority Business Enterprise	Y/N	N	N	N		N	N	N	
I. Certification	Y/N	Y	Y	Y		Y	Y	Y	