

October 22, 2024
Supplemental Action



I. Legal

F. [Perrine Apartments, Ltd. v. Florida Housing Finance Corporation and Notre Communaute, LLC; FHFC Case No. 2024-049BP; DOAH Case No. 24-3530BID.](#)

[Acruva Communities FL04, LLC v. Florida Housing Finance Corporation, Mowry Apartments, LLC and Richman Apogean, LLC; FHFC Case No. 2024-051.BP; DOAH Case No. 24-3532BID](#)

LEGAL

Action - Supplement

I. LEGAL

F. Perrine Apartments, Ltd. v. Florida Housing Finance Corporation and Notre Communauté, LLC; FHFC Case No. 2024-049BP; DOAH Case No. 24-3530BID.

Acruva Communities FL04, LLC v. Florida Housing Finance Corporation, Mowry Apartments, LLC and Richman Apogean, LLC; FHFC Case No. 2024-051.BP; DOAH Case No. 24-3532BID.

1. Background:

- a) These cases concern protests filed against the preliminary awards for 2024-203 Housing Credit Financing For Affordable Housing Developments Located in Miami-Dade County (the “RFA”). At the August 23, 2024, Board meeting, three applications were preliminarily recommended for funding, including application number 2025-111C for Notre Communauté, LLC’s development (“Notre”) and application number 2025-066C for Richman Apogean, LLC’s development (“Apogean”). Perrine Apartments, Ltd.’s application number 2025-105C (“Perrine”), Acruva Communities FL04, LLC’s application number 2025-094C (“Acruva”), Sage Point, LLC’s application number 2025-117C (“Sage”), and Mowry Apartments, LLC’s application number 2025-103C (“Mowry”) were deemed eligible but not selected for funding according to the RFA funding selection process.
- b) Perrine and Acruva timely filed Formal Written Protests and Petitions for Administrative Hearing (the “Petitions”) challenging Florida Housing’s preliminary funding determinations under the RFA. Specifically, Perrine challenged Sage’s proximity points and Notre’s eligibility. Acruva challenged Apogean’s local government contribution points and Mowry’s eligibility.
- c) Florida Housing issued a Notice to Bidders informing all bidders that their substantial interests might be affected by the Petition. Notre, Mowry, and Apogean timely intervened in the matter. The Petition was referred to the Division of Administrative Hearings (“DOAH”) on September 19, 2024.

2. Present Situation:

- a) On October 8, 2024, based upon the evidence provided during the litigation process, Perrine, Florida Housing, and Notre entered a Settlement Agreement whereby Florida Housing and Perrine agreed that Perrine had met its burden to show Sage’s application was not entitled to receive certain proximity points. All parties further agreed that Notre was ineligible under the terms of the RFA. A copy of the Settlement Agreement is attached as [Supplemental Exhibit A](#).
- b) On October 15, 2024, based upon the evidence provided during the litigation process, Acruva, Florida Housing, Mowry, and Apogean entered a Settlement Agreement whereby all parties to the proceedings agreed that Apogean was not entitled to its local government contribution points and Mowry was ineligible under the terms of the RFA. A copy of the Settlement Agreement is attached as [Supplemental Exhibit B](#).
- c) Attached as [Supplemental Exhibit C](#) is a spreadsheet listing the applications that will be invited to credit underwriting if the Board adopts these recommendations.

LEGAL

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3. Recommendation:

- a) Staff recommends the Board adopt the stipulated findings of the Settlement Agreements and issue a Final Order consistent with those findings.

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

PERRINE APARTMENTS, LTD.,

Petitioner,

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

and

NOTRE COMMUNAUTE, LLC,

Intervenor.

DOAH Case No. 24-3530BID
FHFC Case No. 2024-049BP

TERRACE PLACE APARTMENTS, LLLP,

Petitioner,

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

and

EARLINGTON COURT, LLC,

Intervenor.

DOAH Case No. 24-3531BID
FHFC Case No. 2023-050BP

ACRUVA COMMUNITIES FL04, LLC,

Petitioner,

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

and

MOWRY APARTMENTS, LLC, and
RICHMAN APOGEAN, LLC,

Intervenors.

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

NOTRE COMMUNAUTE, LLC,

Petitioner,

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent.

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

MOWRY APARTMENTS, LLC,

Petitioner,

vs.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

and

RICHMAN APOGEAN, LLC,

Intervenor.

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

SETTLEMENT AGREEMENT

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

Factual Background

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

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

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

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

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

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

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

Agreement to Resolve Dispute

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

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

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

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

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

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

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

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

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

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

DATED this 8th day of October, 2024.

/s/ M. Christopher Bryant

M. CHRISTOPHER BRYANT
Florida Bar No. 434450
STUART F. WILLIAMS
Florida Bar No. 670731
OERTEL, FERNANDEZ, BRYANT &
ATKINSON, P.A.
P.O. Box 1110
Tallahassee, Florida 32302-1110
Telephone: 850-521-0700
Telecopier: 850-521-0720
cbryant@ohfc.com
swilliams@ohfc.com

*Counsel for Intervenor, Notre Communauté,
LLC*

/s/Cecilie D. Sykes

RHONDA D. MORRIS
Florida Bar No. 27700
CECILIE D. SYKES
Florida Bar No. 250340
FLORIDA HOUSING FINANCE
CORPORATION
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Rhonda.Morris@floridahousing.org
Cecilie.Sykes@floridahousing.org

*Counsel for Respondent, Florida Housing
Finance Corporation*

/s/ Christopher B. Lunny

CHRISTOPHER B. LUNNY
Florida Bar No. 0008982
JORDANN L. WILHEM
Florida Bar No. 1003182
RADEY LAW FIRM
301 S. Bronough Street, Suite 200
Tallahassee, Florida 32301
clunny@radeylaw.com
jwilhelm@radeylaw.com

*Counsel for Petitioner, Perrine Apartments,
Ltd.*

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

ACRUVA COMMUNITIES FL04, LLC,

Petitioner,

vs.

FLORIDA HOUSING FINANCE CORPORATION,

DOAH Case No. 24-3532BID

FHFC Case No. 2023-051BP

Respondent,

and

MOWRY APARTMENTS, LLC, and
RICHMAN APOGEAN, LLC,

Intervenors.

SETTLEMENT AGREEMENT

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

Factual Background

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

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

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

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

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

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

Agreement to Resolve Dispute

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

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

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

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

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

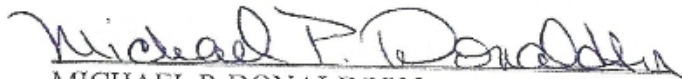
- (e) FHFC agrees that this stipulation does not constitute the withdrawal of an application by Richman Apogean or by its Applicant, Developer, Principals of the Applicant or Developer, Affiliate of the Applicant or Developer, or Financial Beneficiary of the Applicant or Developer; and shall not result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

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

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

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

DATED this 15th day of October 2024.



MICHAEL P. DONALDSON

FBN:0802761

CARLTON FIELDS, P.A.

Post Office Drawer 190

Tallahassee, Florida 32302

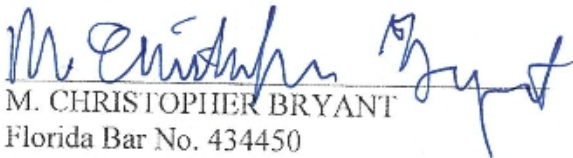
Email:

mdonaldson@carltonfields.com

Telephone: 850-224-1585

Facsimile: 850-222-0398

Counsel for Intervenor, Mowry Apartments, LLC



M. CHRISTOPHER BRYANT

Florida Bar No. 434450

STUART F. WILLIAMS

Florida Bar No. 670731

OERTEL, FERNANDEZ, BRYANT &

ATKINSON, P.A.

P.O. Box 1110

Tallahassee, Florida 32302-1110

Telephone: 850-521-0700

Telecopier: 850-521-0720

cbryant@ohfc.com

swilliams@ohfc.com

Counsel for Intervenor, Richman Apogean, LLC



RHONDA D. MORRIS

Florida Bar No. 27700

CECILIE D. SYKES

Florida Bar No. 250340

FLORIDA HOUSING FINANCE
CORPORATION

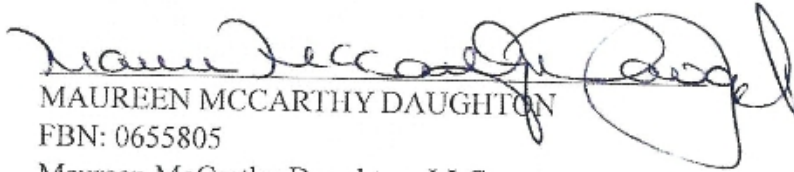
227 North Bronough Street, Suite 5000

Tallahassee, Florida 32301-1329

Rhonda.Morris@floridahousing.org

Cecilie.Sykes@floridahousing.org

*Counsel for Respondent, Florida Housing
Finance Corporation*



MAUREEN MCCARTHY DAUGHTON

FBN: 0655805

Maureen McCarthy Daughton, LLC

1400 Village Square Blvd, Ste 3-231

Tallahassee, Florida 32312

mdaughton@mmd-lawfirm.com

Counsel for ACRUYA Communities FL04, LLC

RFA 2024-203 Preliminary Awards if Recommendations are Adopted

Total HC Available for RFA	9,957,110.00
Total HC Allocated	10,190,000.00
Total HC Remaining	(232,890.00)

Under the RFA, if three applications cannot be fully funded, they will be entitled to receive a Binding Commitment for the unfunded balance.

Application Number	Name of Development	Name of Authorized Principal Representative	Name of Developers	Demo	Total Units	HC Request Amount	Eligible For Funding?	Priority Level	Permit Ready Goal?	Family Demo and qualifies for the Geographic Area of Opportunity / HUD-designated SADDA Funding Goal?	Urban Center/MetroRail Station Designation?	Tier of Urban Center/MetroRail Station?	Selected Goal	Total Points	Development Category Funding Preference	Leveraging Classification	Proximity Funding Preference	Florida Job Creation Preference	Lottery Number
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One proposed Family Development that qualifies for the Geographic Areas of Opportunity/SADDA Goal

2025-094C	Arbors at Leisure City	Daniel F. Acosta	ACRUVA Community Developers, LLC	F	109	\$3,800,000	Y	1	N	Y	Y	2	GAO/SADDA	15	Y	A	Y	Y	7
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One proposed Development that selected the Demographic Commitment of Elderly (Non-ALF)

2025-105C	Perrine Village I	Kenneth Naylor	Perrine Development, LLC	E, Non-ALF	100	\$3,800,000	Y	1	N	N	Y	2	Elderly	15	Y	A	Y	Y	9
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One proposed Development that qualifies for the Urban Center/MetroRail Station Designation

2025-080C	Earlington Court	Lewis V Swezy	RS Development Corp	E, Non-ALF	80	\$2,590,000	Y	1	N	N	Y	1	Urban Center/MetroRail	15	Y	A	Y	Y	4
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