

Request for Applications (RFA) to Build Larger Permanent Supportive Housing Properties for Persons with Developmental Disabilities

Overview

Florida Housing Finance Corporation (Florida Housing) was appropriated \$10 million in non-recurring grant funds by the 2013 Legislature for housing for persons with developmental disabilities as defined in s. 393.063, Florida Statutes. The legislation specifies that Florida Housing will offer the funding through a competitive grant program to private nonprofit organizations whose primary mission includes serving persons with developmental disabilities. Funding must be used for new construction and renovation of existing housing Units, including Community Residential Homes as defined in s. 419.001, Florida Statutes. Florida Housing is required to consider the extent to which funds from local and other sources will be used by applicants to leverage these grant funds; employment opportunities and supports that will be available to residents of the proposed housing; a plan for residents to access community-based services, resources, and amenities; and partnerships with other supportive services agencies.

Florida Housing proposes to split this funding into two RFAs, with \$6 million in grant funding available in this RFA for multifamily properties.

Purpose of this RFA

This Request for Applications (RFA) will be open to applicants proposing the development of affordable, rental Permanent Supportive Housing for Persons with Developmental Disabilities in all counties. In addition to the \$6 million in grant funding, Florida Housing expects to have an estimated \$2.2 million of tax credit allocation and gap loan financing from the State Apartment Incentive Loan (SAIL) Program available for award to proposed developments under this RFA. Applicants under this RFA must apply for grant funds and may choose to apply for Housing Credits and/or SAIL funding with the grant funds. More information about funding terms is provided in the Funding Section in this document.

Florida Housing proposes to target funding under this RFA for the New Construction or Acquisition/Rehabilitation of apartments that will include a community center for use by residents at the property. The number of total Units proposed in each application must be no fewer than 30 Units and no more than 100 Units.

Florida Housing is soliciting applications from qualified applicants that commit to provide housing in accordance with the terms and conditions of this RFA, inclusive of applicable laws, rules and regulations, and Florida Housing's generally applicable construction and financial standards.

Funding provided through this RFA is required by law to be encumbered by June 30, 2015, and fully disbursed to applicants by Florida Housing by September 30, 2015.

The RFA will include the following information: an introduction, definitions, RFA procedures and provisions, a requirement that each applicant sign a certification, information to be provided by the applicant, a description of how Florida Housing will evaluate submitted proposals and the award process, Exhibit A, providing an application form to be filled out (applicants will do this online), and additional exhibits providing information. Rule Chapter 67-60 establishes the

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procedures by which Florida Housing will administer this RFA. To read a copy of this rule (currently in draft form), go to: http://www.floridahousing.org/FH-ImageWebDocs/Developers/MultiFamilyPrograms/Competitive9PercentHC/Announcements/5-7-13_Draft_Rule_Chapter_67-60_FAC.pdf. SAIL program funding will be governed by Rule Chapter 67-48, FAC, specifically Sections 67-48.009 – 67-48.013, FAC, for the program requirements, and Section 67-48.0072, FAC, for credit underwriting. To read a copy of this rule (currently in draft form), go to: http://www.floridahousing.org/FH-ImageWebDocs/Developers/MultiFamilyPrograms/Competitive9PercentHC/Announcements/Rule_Ch.67-48_Notice_of_Proposed_Rulemaking.pdf.

Although the RFA will include additional definitions, some of the key terms used in the RFA are set out below:

- a. Development categories – funding for “New Construction” may include both land purchase and building, but also refers to constructing a new building(s) if the land is already owned or has been made available to an applicant. Funding for “Acquisition/Rehabilitation” may include both purchase/donation (to an applicant) of a property and rehabilitation of an existing building(s).
- b. “Extremely Low Income” or “ELI” persons, per section 420.0004(9), F.S., means one or more natural persons or a family whose total annual household income does not exceed 30 percent of the median annual adjusted gross income for households within the state. Florida Housing may adjust this amount annually by rule to provide that in lower income counties, extremely low income may exceed 30 percent of area median income and that in higher income counties, extremely low income may be less than 30 percent of area median income. See Attachment 1 for ELI incomes by county.
- c. “Permanent Supportive Housing” means affordable rental housing that is leased for continued occupancy for as long as the tenant complies with lease requirements. The lease shall have no limits on length of tenancy related to the provision or participation in supportive services. Permanent Supportive Housing shall facilitate and promote activities of daily living, access to community-based services and amenities, and inclusion in the general community. Permanent Supportive Housing shall strive to meet the needs and preferences of the focus households.
- d. “Person with a Developmental Disability,” per section 393.063(9), F.S., means a person with a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.
- e. A “Single Room Occupancy” or “SRO” is the primary residence of an occupant and has a lease separate from other SROs or Units. For purposes of this RFA, an SRO must be located within a Unit and tenants living in SRO units must have non-exclusive access to shared living facilities, consisting of a kitchen and a living/dining area in a Unit; and may be required to be a specified minimum size, include a closet of a specified minimum size, have a lockable door, and have a bathroom within the unit. In addition, each SRO unit will be occupied by one individual who will enter into a separate lease agreement for exclusive possession of the SRO unit and

enclosed bathroom. As with all Units, SROs must meet HUD Housing Quality Standards (HQS) as specified in 24 CFR § 982.401. However, the standards in § 982.605 apply in place of § 982.401(b) (sanitary facilities), § 982.401(c) (food preparation and refuse disposal), and § 982.401(d) (space and security). Square footage of SRO units may not be averaged to meet minimum square footage requirements.

- f. “Unit” means a set of living quarters in a property. Units are those in which the occupants live separately from any other persons in the building and which have direct access from the outside of the building or through a common hall. The occupants may be a family, one person living alone, or any other group of related or unrelated persons who share living arrangements. For this RFA, Units may contain separate SRO units. Every bedroom in a Unit containing SRO units shall be an SRO unit.
- g. “Visitability” means housing designed in such a way that it can be lived in or visited by people who are mobility impaired. This includes the ability of people with a mobility aid to easily enter a home and move in the dwelling’s common areas, including at least one bathroom on an accessible level.

Exhibit A of the RFA will provide an application form to be completed by Applicants and will include the items below. Items marked as “mandatory to be provided in application” are required to be provided in the application and failure to provide these will result in the application not being eligible for funding. Applicant responses to RFA items that are marked as point items will be scored from 0 to the maximum number of points specified in the final RFA.

1. Demographic Commitment (Mandatory to be provided in application)

- a. Applicants must commit to serve Persons with Developmental Disabilities in the proposed development to be funded. The applicant must provide a detailed description of the resident household characteristics, needs, and preferences of the focus persons with developmental disabilities the applicant is proposing to serve and describe how the proposed rental housing will meet the needs and preferences of the targeted households. This description will provide a point of reference for the Corporation’s evaluation and scoring of the Application, providing the foundation for the appropriateness of the required experience, proposed Construction Features and Amenities, Resident Services and Access to Community-Based Services and Amenities.
- b. Outreach, Marketing and Tenant Selection
 - (1) The Applicant shall adhere to applicable outreach, marketing and tenant selection laws and regulations and commit to a viable plan for tenant outreach, marketing, referral and selection as approved by Florida Housing in credit underwriting.
 - (2) The Applicant may describe outreach and other activities, beyond those required by this Application, that will be conducted initially and on a continuing basis to market the Development to the focus populations and general public and used to develop and retain an applicant pool of prospective residents. Specify any community

organizations or agencies that the Development will work with to establish and manage a system of referring persons served by these entities to the Development for tenancy. Describe the persons to be referred, the system or process of referring these persons, and related best practices to be used in implementation. **(Up to ____ Points)**

2. Type of Housing to Be Provided

- a. The proposed development must consist of Permanent Supportive Housing.
- b. No Units in the development shall be larger than 4-bedroom Units and no more than 20 percent of the total Units in the development shall be larger than 3-bedroom Units.
- c. The number of total Units proposed in each application must be no fewer than 30 Units and no more than 100 Units.
- d. The number of total bedrooms proposed in each application must be no more than 135 bedrooms.
- e. Applicants may designate some or all bedrooms as SRO units at credit underwriting. Bedrooms designated as SRO units must remain as SRO units through the affordability period committed to by the applicant.
- f. The proposed Development must include a community building, and the following must be included in that building or elsewhere on the property:
 - (1) At least one private office space with a door, per every 50 Persons with Developmental Disabilities, for the provision of on-site services such as individual counseling, case management, legal consultation, and assessments; and
 - (2) At least one enclosed training room with a door to conduct group training and educational activities.

3. Applicant Information (Mandatory to be provided in application)

a. Applicants applying for grant funds only, or grant funds and SAIL funding

Applicants must demonstrate that they are private nonprofit entities formed as 501(c)3 organizations since August 1, 2012, and whose primary mission includes serving Persons with Developmental Disabilities. Applicants must demonstrate that they are qualified to do business in the state of Florida as of the due date of the RFA.

b. Applicants applying for grant funds, Housing Credits and SAIL funding must demonstrate the following:

- (1) That at least since August 1, 2012, at least one of the entities that comprises the applicant team has been a private nonprofit entity formed as a 501(c)3 organization

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with a primary mission to serve Persons with Developmental Disabilities and the fostering of housing for low income households.

- (2) Demonstrate that the applicant entity is a legally formed limited partnership or limited liability company qualified to do business in the state of Florida as of the due date of the RFA.

b. All applicants

If the nonprofit applicant partners with a for profit developer, the nonprofit applicant must demonstrate that it owns at least 51% of the ownership interest in the development and that it shall receive at least 25% of the developer fee.

4. Development Team Information and Experience

- a. **Applicants applying for grant funds only, or grant funds and SAIL funding** will be required to show at credit underwriting the applicant's development experience OR provide the name of the general contractor that will be involved in the project and a description of the general contractor's experience. Florida Housing expects to see applicant and/or general contractor experience completing residential properties that are similar in size to the development being proposed by the applicant.

b. Applicants applying for grant funds, Housing Credits and SAIL funding

General Developer Experience with Affordable Housing (Mandatory to be provided in application):

Applicants must demonstrate that a principal of the developer entity has, since January 1, 1991, completed at least three (3) affordable rental housing developments, at least one (1) of which was a Housing Credit development completed since January 1, 2001. At least one (1) of the three (3) completed developments must consist of a total number of Units no less than 50 percent of the total number of Units in the proposed development. For purposes of this provision, completed for each of the three (3) developments means (i) that the temporary or final certificate of occupancy has been issued for at least one (1) Unit in one of the residential apartment buildings within the development, or (ii) that at least one (1) IRS Form 8609 has been issued for one of the residential apartment buildings within the development. As used in this section, an affordable rental housing development, including a Housing Credit development that contains multiple buildings, is a single development regardless of the number of buildings within the development for which an IRS Form 8609 has been issued.

c. All Applicants

Developer Experience with Permanent Supportive Housing **(Maximum ___ Points):**

- (1) Applicant must describe the developer's experience in developing and operating Permanent Supportive Housing, specifically, the households the applicant is proposing to serve. **(Up to ___ Points)**

- (2) To supplement or complement the developer's experience, the developer may list any national, state or local entities that it has executed or shall execute an agreement with that will provide technical assistance, consultation or related services to assist in the development of the Permanent Supportive Housing to serve the households the applicant is proposing to serve. For each entity listed, describe its role and responsibilities related to the proposed development, and describe its experience and qualifications relevant to carrying out its role and responsibilities. A letter, signed by both the entity and the developer, shall be submitted at application for each listed entity stating its interest in executing an agreement, the duties it will carry out for the proposed development, and its experience and qualifications in carrying out the duties. The applicant shall commit to submit the executed agreement between the developer and each entity for review and approval by the Corporation at credit underwriting. **(Up to ___ Points)**

5. Applicant Experience with Operating/Managing Permanent Supportive Housing (Maximum ___ Points)

a. Applicants applying for grant funds only, or grant funds and SAIL funding

The applicant must describe its experience in operating and managing Permanent Supportive Housing, and in particular, housing for the households the applicant is proposing to serve. **(Up to ___ Points)**

OR

If the applicant does not have experience operating and managing Permanent Supportive Housing, the applicant must provide the name of an experienced entity that will act as the management company for at least three (3) years after the housing is up and running. Applicant must describe the management company's experience in the management of Permanent Supportive Housing, and in particular, the households the applicant is proposing to serve.

b. Applicants applying for grant funds, Housing Credits and SAIL funding

(1) General Management Company Experience (Mandatory to be provided in application)

Applicant must demonstrate the Management Company's experience in the management of at least two (2) affordable rental housing properties, at least one (1) 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 (2) years each.

(2) Management Company Experience with Permanent Supportive Housing (Up to ___ Points)

Describe the Management Company's experience in managing Permanent Supportive Housing, specifically the households the applicant is proposing to serve.

c. All Applicants

If selected for funding, the applicant must identify the remaining members of the development team (general contractor, architect, attorney, service coordinator and accountant) during the credit underwriting process. All development team members, and any future replacement thereof, must be acceptable to Florida Housing and its credit underwriter.

6. General Development Information (Mandatory to be provided in application)

- a. Identify the location (address, city and county).
- b. Select the development category (New Construction or Acquisition/Rehabilitation).
- c. Select the development type (townhouse, duplex, triplex, quadraplex, or garden style apartment).
- d. Indicate the number of total Units (minimum permitted is 30 Units and maximum is 100 total Units).
- e. Indicate the total number of bedrooms and the overall Unit mix (i.e., number of 0-bedroom Units, 1-bedroom Units, 2-bedroom Units, and so on).

7. Set-Aside Commitments

- a. Minimum Demographic Set-Aside Requirement: the applicant must commit to rent 80 percent of the total Units to Persons with Developmental Disabilities.
- b. Total Income Set-Aside – At least 80% of the total Units must be rented to persons or households with incomes at or below 60% of the area median income. (Applicants applying for both grant funds and Housing Credits must **also** elect a minimum set-aside commitment per Section 42 of the Internal Revenue Code of 20% of the Units at 50% or less of the area median income or 40% of the Units at 60% or less of the area median income.) Florida Housing will use the Multifamily Programs Income Limits (updated each year) to determine resident eligibility under this grant funding. A copy of the 2013 Income Limit Chart for all areas of the state is provided at this link: [Florida Housing's Income Limits](#).
- c. Extremely Low Income (ELI) commitment –25% of the total Units must be set aside to serve ELI persons.
- d. Affordability Period –
 - (1) **Applicants applying for grant funds only, or grant funds and SAIL funding** must irrevocably commit to set aside Units in the development for a total of 30 years. [Note to applicants: Income certification of tenants will be required throughout the affordability period.]

- (2) **Applicants applying for grant funds and Housing Credits** must irrevocably commit to set aside Units in the development for a total of 50 years.

8. Construction Features and Amenities

a. Required features and amenities:

- (1) **All Developments Funded through this RFA.** All developments must provide termite prevention and pest control throughout entire affordability period.
- (2) **All New Construction Units Funded through this RFA.** All New Construction Units must include the following general, green building, accessibility, adaptability and Visitability Features:

(a) General Features:

- Window covering for each window and glass door inside each Unit;
- On-site laundry facility with a minimum of 1 Energy Star qualified washer for every 20 Units and 1 dryer for every 20 Units (if washers and dryers are not provided in all Units).

(b) Green Building Features:

- Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);
- Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
 - Toilets: 1.6 gallons/flush or less,
 - Faucets: 1.5 gallons/minute or less,
 - Showerheads: 2.2 gallons/minute or less;
- Energy Star qualified refrigerator;
- Energy Star qualified dishwasher; and
- Minimum SEER of 14 for Unit air conditioners.

(c) Accessibility, Adaptability and Visitability Features:

All Units of the proposed Development must meet all federal requirements and state building code requirements, including the following:

- 2012 Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, Florida Statutes;
- The Fair Housing Act as implemented by 24 CFR 100;
- Section 504 of the Rehabilitation Act of 1973; and
- Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR 35, incorporating the most recent amendments, regulations and rules.

All Units must have the following features:

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- Primary entrance door shall have a threshold with no more than a ½-inch rise;
- All door handles on primary entrance door and interior doors must have lever handles;
- Lever handles on all bathroom faucets and kitchen sink faucets;
- Anti-scald controls on all bathroom and kitchen faucets;
- Toilets must be 17 inches to 19 inches in height as measured from the finished floor to the top of the toilet seat;
- Mid-point on light switches and thermostats shall not be more than 48 inches above finished floor level; and
- Cabinet drawer handles and cabinet door handles in bathroom and kitchen shall be lever or D-pull type that operate easily using a single closed fist.

(3) All Acquisition/Rehabilitation Units Funded through this RFA. All

Acquisition/Rehabilitation Units must include as many of the general, green building, accessibility, adaptability and Visitability Features listed in 8.a.(2) above as are structurally and financially feasible within the scope of the rehabilitation work based on a capital needs assessment performed during the credit underwriting process. However, proposed developments that will or are likely to serve persons with physical disabilities must include all required accessibility, adaptability and Visitability features.

b. Optional features and amenities (Maximum __ Points)

Applicants may be awarded points for providing the following:

- (1) Green Building/Energy Efficiency – green building features (in addition to the required features) that promote energy efficiency, occupant health and resource conservation. **(Up to __ Points)**
- (2) Accessibility, Adaptability and Visitability – In addition to the required features, these features promote accessible and/or adaptable design elements that benefit the target households and people of all ages, sizes, and abilities throughout the life of the property. Applicants will be asked to describe the features in 12,000 characters (approximately 3 typed pages) and up to 3 additional pages of appropriate exhibits, not created by the applicant, to supplement the description(s). Applicants will not be given points for describing features that are required in 8.a.(2)(c) above, including federal regulations and state building code requirements. Responses to these items will be scored based on the following criteria: (i) Impact to tenants' health, safety, stability, level of independence and quality of life; and (ii) Impact to tenants' ability to carry out social relationships. **(Up to __ Points)**

All Acquisition/Rehabilitation Units must include all Green, Accessibility, Adaptability and Visitability features and amenities listed by the applicant in 8.b. above.

9. Resident Services

The provision of resident services will be the responsibility of the applicant, but may be in conjunction with public and/or private partnerships as approved by Florida Housing.

a. Required resident services:

All proposed developments will be required to provide the following:

(1) Resident Community-Based Services Coordination

For the target households, the applicant shall include existing staff or an external organization that will be the primary service coordination provider. The primary service coordination provider must have a minimum of three (3) years' experience in administering and providing supportive services including outreach, information and referral services, benefits counseling, community-based services planning and coordination, and/or other related supportive services. Such experience must demonstrate that the above supportive services have been oriented to the needs and preferences of each resident of a target household in assisting them to access services related to health care, independent activities of daily living, employment, income and housing. If provided by an external organization, the primary services coordination provider shall provide information demonstrating its mission, qualifications, experience, agreements and/or contracts with state and federal supportive services programs, professional staffing, and Persons with Developmental Disabilities or households served. Resident Services Coordination shall be offered and made available to residents initially and regularly and shall be voluntary to the resident. Resident participation shall not be a requirement for new or continued residency.

The applicant shall commit to submit a service coordination plan at credit underwriting. The service coordination plan shall adhere to guidelines developed by Florida Housing, in conjunction with State Agencies, or their designee(s) that administer publicly funded supportive services for the target households. The applicant also shall commit to provide an annual service coordination status report to Florida Housing providing information and data regarding the provision of service coordination pursuant to the service coordination plan.

Property management and services coordination or provision should not be the responsibility of the same staff persons; the functions should be entirely separate.

(2) Manager On-Site 24 Hours Per Day

Applicant shall provide management personnel on the development's premises at all times who will be available and accessible to the residents 24 hours per day, seven days per week. The on-site management personnel shall be available at all times to receive calls from residents and help determine the approach to address a resident's issue. The development's owner or designated manager shall develop and implement policies and procedures for receiving a resident call and how to assess and handle the call based on a resident's request and/or need. At a minimum, residents shall be informed, at move-in and via a written notice(s) clearly displayed in the

development's common or public areas, that staff are on-site to receive resident calls at all times.

b. Optional resident services **(Maximum __ Points):**

Applicants may be awarded points for providing the following:

- (1) Supported Employment Services (An employment services program at no cost to the resident that is integrated with the permanent supportive housing program of the proposed development) If this service is proposed, describe how the residents of the proposed development will have access, including how the employment services program will meet the comprehensive needs of the target population and will integrate supportive housing and employment services. Explain how the employment services program will provide the ongoing supports necessary to ensure the participants' success in the workplace to obtain competitive jobs that anyone could have regardless of their disability status. Identify the community partners that will comprise the employment services program and the role of each partner. Describe the nature and extent of the relationship between each partner and the proposed development. Typical partners in a successful employment services program may include the following:

- Behavioral health agencies;
- Federally Qualified Health Centers;
- Regional Workforce Boards;
- One-Stop Career Centers;
- Case management organizations;
- The local public housing authority;
- Community-based non-profit human service agencies;
- The state mental health agency; and
- The state vocational rehabilitation agency.

Lead Agency: Identify the entity that will act as the Lead Agency for the employment services program. Describe how the Lead Agency will coordinate the program's services procedures and practices and work with the diverse systems each partner represents. **(Up to __ Points)**

- (2) Innovative and/or best practices in the area of resident services, available to the residents at no cost and at their voluntary participation, that meet the needs and preferences of the members of the target households, as well as other households to be served, and facilitate the residents' abilities to live in the community with independence, productivity, stability and choice. **(Up to __ Points)**

10. Access to Community-Based Services and Amenities (Maximum __ Points):

The ability for members of the target households to effectively and efficiently access community-based services and resources is vital to assist these households to obtain and maintain choice, independence and full inclusion in the community. Provide a description of the applicant's plan to provide access to general community services and amenities, as well as

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specific supportive services and resources that address the needs of the target households. Applicant responses to these items will be scored based on the following criteria: (i) Impact to tenants' health, safety, stability, education and employment capacities, and quality of life; (ii) Impact on tenants' ability to effectively live in the community; and (iii) Applicant's experience implementing proposed resident services.

All applicants may be awarded points for providing the following information:

- a. Describe the community-based services and amenities that will be accessible to residents, such as shopping for groceries, medicine, clothing, and other household and personal items. Include other services and amenities appropriate for the target population, such as public schools, higher education and employment training opportunities. Describe the public and private transportation options that will be available to residents of the proposed Development to ensure access to the described services and amenities. **(Up to __ points)**
- b. Describe access to community-based resources and services to address the specific healthcare and/or supportive services needs of each resident of the target households. **(Up to __ points)**
- c. Provide information regarding any other innovative or best practices of the applicant or location of proposed development, as well as amenities and services to be provided by the applicant and/or in an appropriately executed partnership with public and/or private entities that address unmet needs of the target households, promote integration with the broader community, and employment. **(Up to __ points)**

11. Ability to Proceed (Mandatory to be provided in application)

- a. In order to promote quick turnaround of funding, applicants must demonstrate site control with an eligible contract for purchase, a lease, and/or a deed.
- b. If selected for funding, the Application will be required to demonstrate the following: site plan approval; infrastructure availability (electricity, water, sewer, and roads); appropriate zoning; Phase I environmental site assessment; and, if applicable, Phase II environmental site assessment during the credit underwriting process.

12. Funding (Mandatory to be provided in application)

a. Applicants requesting grant funds only, or grant funds and SAIL funding

- (1) Applicants must indicate a grant request amount. The maximum grant request amount is proposed to be \$3,000,000 for these applicants.
- (2) Applicants may also request SAIL funding to assist with providing ELI set-aside Units. The amount of SAIL funding available for these ELI Units is as follows: \$65,000 per 0-bedroom ELI Unit; \$70,000 per 1-bedroom ELI Unit; \$75,000 per 2-bedroom ELI Unit; and \$80,000 per ELI Unit larger than 2 bedrooms. This funding will be provided as a 0% interest, forgivable loan over 15 years (SAIL-ELI Forgivable Loan).

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- (3) Applicants may also request SAIL funding to assist with providing an expanded community service building on the property to provide services and supports for the residents targeted by this RFA. The amount of SAIL funding available for this purpose is \$10,000 per bedroom, up to a maximum of \$1,350,000. This funding will be provided as a 0% interest, non-amortizing 15-year loan (SAIL Loan).

b. Applicants requesting grant funds, Housing Credits and SAIL funding

- (1) Applicants must indicate a grant request amount. The maximum grant request amount per any application is proposed to be \$1,500,000.
 - (2) Applicants may request up to \$1,100,000 in Housing Credits per application. If a Housing Credit Development does not already qualify as being located in a HUD designated Difficult to Development Area (DDA) or Qualified Census Tract (QCT), it will still qualify for a Corporation designated 30% boost in its eligible basis as provided in the 2014 Qualified Allocation Plan. The maximum Housing Credit request amount is inclusive of any basis boost provided by either HUD or Corporation designation.
 - (3) Applicants may request SAIL funding to assist with providing ELI Units. The amount of SAIL funding available for these ELI Units is as follows: \$65,000 per 0-Bedroom ELI Unit; \$70,000 per 1-Bedroom ELI Unit; \$75,000 per 2-Bedroom ELI Unit, and \$80,000 per ELI Unit larger than 2 Bedrooms. This funding will be provided as a 0% interest, forgivable loan over 15 years (SAIL-ELI Forgivable Loan). An Applicant must request the maximum grant funding available to it prior to requesting any SAIL-ELI Forgivable Loan.
 - (4) Applicants may also request SAIL funding to assist with providing an expanded community service building on the property to provide services and supports for the residents targeted by this RFA. The amount of SAIL funding available for this purpose is \$10,000 per bedroom, up to a maximum of \$1,350,000. This funding will be provided as a 0% interest, non-amortizing 15-year loan (SAIL Loan). An applicant must request the maximum grant funding and SAIL-ELI Forgivable Loan available to it prior to requesting any SAIL Loan.
- c. Applicants will be required to complete a Development Cost Pro Forma detailing the anticipated expenses and sources of funding. To be eligible to be considered for funding, sources of funding must equal or exceed uses of funding. Two development cost pro formas are attached, one for applicants requesting grant funding only or grant funding and SAIL funding, and one for applicants requesting Housing Credits, grant funding and SAIL funding.
- d. Applicants will be required to provide documentation in their applications to demonstrate commitments of funding for all non-Corporation funding and, if appropriate, Housing Credit equity proposals, being provided for the development.
- e. To ensure that these scarce resources are allocated to developments in a prudent manner, at credit underwriting Florida Housing will finalize the appropriate amount of

each applicant's final grant/loan amounts and, if appropriate, Housing Credit allocation based on needs determined in credit underwriting.

- f. For **applicants requesting grant funding only, or grant funding and SAIL funding**, the developer overhead shall be limited to 10% of development costs, as specified through a formula provided in the development cost pro forma. In addition, these applicants may specify that up to 5% of the funding request be placed into an operating deficit reserve. In addition, Attachment 1 provides a summarized list of the types of fees that will be paid out of awarded financing that must be provided in the pro forma.
- g. For **applicants requesting grant funding with Housing Credits** (with or without SAIL funding), the developer fee shall be limited to 21% of development costs, as specified through a formula provided in the development cost pro forma. Of this fee, 5% shall be set aside in an operating deficit reserve.

13. Applicant Certification and Acknowledgement (Threshold – applicants must sign and include this in their applications in order to be considered for funding)

The applicant signs this certification to indicate its understanding of the requirements of the RFA, and its commitments and responsibilities as an applicant under the RFA, including its commitment to provide additional required information during the credit underwriting process. See attachment 3 for example certification.

14. Tie Breakers to Be Used in Funding Selection

- a. **Qualifying Financial Assistance** – Applicants that can demonstrate use of funding sources from local or other sources (all of which for purposes of this provision will be considered to be “Qualifying Financial Assistance”) will receive preference in the funding selection process if such sources are equal to at least ten (10) percent of the Applicants’ grant request amount. Documentation for these funding sources must be submitted. These amounts of funding must be included in the Development Cost Pro Forma and, if the applicant is awarded funding under this RFA, must be used for permanent funding in the amount presented by the applicant in its application.
- b. **Grant/Loan Request Leveraging** – Preference will be given to the applicant that requires the lowest dollar amount of combined grant and loan funding from Florida Housing per Unit. The total amount of the grant and loan funding requested shall be the summation of the grant request amount, the SAIL-ELI Forgivable Loan amount, and the SAIL Loan amount. This total will then be divided by the total number of housing Units proposed in the application. The resulting calculation shall be the grant/loan request amount per housing Unit.

For example, if the applicant seeks \$1,500,000 in grant funds, \$900,000 in the form of a SAIL-ELI Forgivable Loan, and \$900,000 in SAIL Loan funds (for a total amount of \$3,300,000) to build or acquire/rehabilitate 45 Units, the proposed development would be ranked based on a Grant/Loan Request Leveraging amount of \$73,333 per housing Unit.

- c. Florida Job Creation Preference – Section 420.507, Florida Statutes, requires all of Florida Housing’s competitive programs to include a preference for applications that demonstrate the highest rate of Florida job creation in the development and construction of affordable housing. Florida Housing implements this as a tie breaker. See Attachment 1 for an explanation of how this would work for this RFA.
- d. Lottery – if the items above do not break ties, then the tie will be broken by comparing assigned lottery numbers. The lowest lottery number will receive preference.

15. Funding Selection

Applications must pass threshold and achieve at least ___% of the total points to be eligible to be considered for funding.

Applications will be selected for funding only if there is enough funding available to fully fund the grant request amount and, if applicable, the eligible Housing Credit request amount (“Funding Test”).

Funding will be limited to one (1) application per county (County Test), unless the only eligible applications that can meet the Funding Test are located in a county that has already been awarded. This exception is further outlined below.

All eligible unfunded applications will be sorted from highest score to lowest score, with any scores that are tied separated first by the Qualifying Financial Assistance Preference, then by Grant/Loan Request Leveraging (total grant and loan request amount per Unit, with the lower amount receiving preference), followed by the Florida Job Creation Preference, and finally by assigned lottery number.

The Corporation has a goal to fund one development that is not requesting Housing Credits. The first application selected for funding will be the highest ranking eligible application that meets this goal. Once this goal has been met or it is determined that it cannot be met, the highest scoring eligible unfunded Application(s) requesting both Housing Credits and Grants that can meet the County Test and the Funding Test will be selected for funding.

If an eligible application cannot meet the County Test and Funding Test, the next lower ranked eligible application will be considered (also subject to the same tests).

If grant funding remains and there are no eligible applications that can pass the County Test and Funding Test, then the highest scoring eligible unfunded application(s) that can be fully funded will be selected, without regard to the County Test. If it is determined that no eligible unfunded applications can be fully funded, then the remaining funding will be awarded to the highest scoring eligible unfunded application, provided that there is enough grant funding remaining to fund at least 85% of the Applicant’s Request Amount (85% Test), and that there is enough Housing Credit funding to fully fund the HC Request Amount. If none of the unfunded eligible Applications meet the 85% Test, no further applications will be considered for funding and any remaining funding will be distributed as approved by the Board.

16. Grant Awards Process

Florida Housing's executive director will appoint a staff review committee. Each member of the review committee will independently review and score their assigned sections. When the review committee meets, each review committee member will report their scores, and the committee will carry out funding selection and make recommendations on the awards to Florida Housing's Board of Directors. The Board will approve the preliminary awards. Each winning application will go into credit underwriting, and final grant awards will be sent to the Board for approval before construction starts. Attachment 4 provides a summary of key items required as part of credit underwriting.

17. Technical Assistance

Florida Housing reserves the right to assign a technical assistance provider (at no charge to the applicant) for any application that receives an award from Florida Housing's Board of Directors. If assigned, the provider would assist the applicant in formalizing the development plans contemplated in the response to this RFA.

18. Construction and Post Construction Requirements

- a. Properties funded under this RFA will be required to be monitored for compliance to requirements in this RFA, both during and after construction, and for the entire affordability period.
- b. Rent Limits

Florida Housing expects to use the Multifamily Rental Programs Rent Limits (updated each year) to determine maximum rents under this grant funding that may be charged for Units. A copy of the 2013 Rent Limits for all areas of the state is provided at: [Florida Housing's Rent Limits](#).

Attachments to this Discussion Document

- Attachment 1: ELI county chart, list of FHFC fees and explanation of Florida Job Creation Preference
- Attachment 2: Development cost pro formas
- Attachment 3: Applicant certification (summary)
- Attachment 4: Summary of key items required as part of credit underwriting (this list is not inclusive of everything that will be required)

Attachment 1

Additional Information for the Proposed RFA to Develop Larger Permanent Supportive Housing Properties for Persons with Developmental Disabilities

ELI County Chart

ELI County Chart							
County	ELI Set-Aside AMI Level		County	ELI Set-Aside AMI Level		County	ELI Set-Aside AMI Level
Alachua	35%		Hardee	45%		Okeechobee	45%
Baker	35%		Hendry	45%		Orange	35%
Bay	35%		Hernando	40%		Osceola	35%
Bradford	45%		Highlands	45%		Palm Beach	30%
Brevard	33%		Hillsborough	40%		Pasco	40%
Broward	30%		Holmes	45%		Pinellas	40%
Calhoun	45%		Indian River	40%		Polk	40%
Charlotte	40%		Jackson	40%		Putnam	45%
Citrus	45%		Jefferson	35%		St. Johns	33%
Clay	33%		Lafayette	40%		St. Lucie	40%
Collier	30%		Lake	35%		Santa Rosa	40%
Columbia	45%		Lee	40%		Sarasota	35%
De Soto	45%		Leon	35%		Seminole	35%
Dixie	45%		Levy	45%		Sumter	40%
Duval	33%		Liberty	40%		Suwannee	45%
Escambia	40%		Madison	45%		Taylor	45%
Flagler	35%		Manatee	35%		Union	40%
Franklin	45%		Marion	45%		Volusia	40%
Gadsden	35%		Martin	40%		Wakulla	33%
Gilchrist	35%		Miami-Dade	33%		Walton	35%
Glades	45%		Monroe	25%		Washington	45%
Gulf	45%		Nassau	33%			
Hamilton	45%		Okaloosa	33%			

Fees

Application Fees

Application Fee: Applicants not requesting Low Income Housing Tax Credits shall submit to the Corporation as a part of the Application submission a non-refundable Application fee of \$500.00. Applicants requesting Low Income Housing Tax Credits as part of their application shall submit to the Corporation as a part of the Application submission a non-refundable Application fee of \$3,000.00

Other Fees

The fees set forth below are part of Development Costs and can be included in the Development Cost Pro Forma and paid with grant/loan proceeds. The list of fees below may not be inclusive, and does not include fees associated with Low Income Housing Tax Credits. Final fee information will be provided in the RFA.

- Credit Underwriting Fees, including initial fee and possible additional fees for multiple Corporation funding resources (if applicable)
- Grant/Loan Commitment Fees
- Compliance Monitoring Fees, both annual and pre-paid, based on monitoring requirements, and follow up reviews as needed
- Construction Inspection Fees
- Loan Servicing Fees
- Construction Loan Servicing Fees
- Grant/Loan Closing Extension Fees
- Multiple Corporation funding resources (if applicable) specific to the Corporation's legal counsel

Florida Job Creation Preference

Section 420.507, Florida Statutes, requires all of Florida Housing's competitive programs to include a tie-breaker preference for applications that demonstrate the highest rate of Florida job creation in the development and construction of affordable housing. If an applicant meets the minimum qualification provided below, then it will have a funding preference over another applicant that does not meet the minimum qualification.

To determine eligibility for the preference, the Corporation will calculate each application's Florida Job Creation score, which will reflect the number of Florida jobs per \$1 million of Florida Housing grant and SAIL-ELI Loan amounts requested. Only applications with a score equal to or greater than ___ will qualify for the Florida Job Creation Ranking Preference.

To calculate the Florida Job Creation score, the Corporation will take the number single family Units (1-4 Unit developments), New Construction multifamily Units, and/or Acquisition/Rehabilitation multifamily Units the Applicant agrees to deliver and multiply it by the respective Florida job creation rate provided below. It will then take this product and multiply it by 1,000,000 and then divide by the combined funding requested for a FHFC Grant and a SAIL-ELI Loan. The applicable Florida job creation rates for the type of units are as follows:

- Rate of 3.376 Florida Jobs per Unit for proposed New Construction multifamily Units; and
- Rate of 1.534 Florida Jobs per Unit for proposed Acquisition/Rehabilitation multifamily Units.

- NOTES:
- (1) Developer Overhead may not exceed the limits established in Exhibit C of the RFP. The fee will not be paid until after construction completion.
 - (2) Contingency Reserves allowed are amounts that cannot exceed 5% for Development Category of New Construction and 15% for Rehabilitation.
 - (3) The Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, Construction or Rehab Analysis and Permanent Analysis are subject to change during credit underwriting.
 - (4) After preliminary awards are made, Florida Housing will finalize the amount of grant funding based the needs determined by credit underwriting.

**USE THE DETAIL/EXPLANATION SHEET FOR EXPLANATION OF * ITEMS.
IF ADDITIONAL SPACE IS REQUIRED, ENTER THE INFORMATION ON THE ADDENDA LOCATED AT THE END OF THE APPLICATION.**

	AMOUNT
DEVELOPMENT COSTS	
<i>Actual Construction Costs</i>	
Demolition	\$ _____
New Rental Units	\$ _____
Rehab of Existing Rental Units	\$ _____
*Other (explain in detail)	\$ _____
A. TOTAL ACTUAL CONSTRUCTION COSTS	\$ 0
<i>General Development Costs</i>	
Accounting Fees	\$ _____
Appraisal	\$ _____
Architect's Fee	\$ _____
Builder's Risk Insurance	\$ _____
Building Permit	\$ _____
Engineering Fees	\$ _____
Environmental Report	\$ _____
FHFC Application Fee	\$ _____
FHFC Compliance Fee	\$ _____
FHFC Credit Underwriting Fees	\$ _____
FHFC Inspection Fees	\$ _____
*Impact Fees (list in detail)	\$ _____
Insurance	\$ _____
Legal Fees	\$ _____

	AMOUNT
Property Taxes	\$ _____
Soil Test Report	\$ _____
Survey	\$ _____
Title Insurance & Recording Fees	\$ _____
Utility Connection Fee	\$ _____
*Other (explain in detail)	\$ _____
B. TOTAL GENERAL DEVELOPMENT COST	\$ 0
C. ACQUISITION COST OF EXISTING PROPERTY	\$ _____
D. DEVELOPMENT COST (A+B+C)	\$ 0
E. DEVELOPER'S OVERHEAD (1)	\$ _____
<i>Financial Costs</i>	
Loan Origination/Commitment Fee(s)	\$ _____
Construction Loan Interest	\$ _____
Loan Closing Costs	\$ _____
*Other (explain in detail)	\$ _____
F. TOTAL FINANCIAL COST	\$ 0
G. CONTINGENCY RESERVES (2)	\$ _____
H. TOTAL DEVELOPMENT COST (D+E+F+G)	\$ 0

Detail/Explanation Sheet

Totals must agree with Pro Forma. Provide description and amount for each item that has been completed on the Pro Forma.

DEVELOPMENT COSTS

Actual Construction Cost

(as listed at Item A)

Other: _____

General Development Costs

(as listed at Item B)

Impact Fees: _____

Other: _____

Financial Costs

(as listed at Item F)

Other: _____

NOTE: Consulting fees, if any, and any financial or other guarantees required for the financing must be paid out of the Developer Overhead. Consulting fees include, but are not limited to, payments for Application consultants, construction management or supervision consultants, or local government consultants.

CONSTRUCTION or REHAB ANALYSIS

AMOUNT

LOCATION OF DOCUMENTATION

A. Total Development Costs

\$ **0**

B. Construction or Rehab Funding Sources:

1. FHFC Grant (4)	\$ _____	
2. FHFC SAIL-ELI Forgivable Loan	\$ _____	
3. FHFC SAIL Loan	\$ _____	
4. First Mortgage Financing	\$ _____	Exhibit _____
5. Second Mortgage Financing	\$ _____	Exhibit _____
6. Third Mortgage Financing	\$ _____	Exhibit _____
7. Deferred Developer Overhead	\$ 0	(100% not paid during construction phase)
8. Non-FHFC Grants	\$ _____	Exhibit _____
9. Other: _____	\$ _____	Exhibit _____
10. Other: _____	\$ _____	Exhibit _____
11. Total Sources	\$ 0	
C. Sources less Total Development Cost (B.11. - A.)	\$ 0	(Must be equal to or greater than zero)

Each Exhibit must be listed behind its own Tab. DO NOT INCLUDE ALL EXHIBITS BEHIND ONE TAB.

PERMANENT ANALYSIS

AMOUNT

LOCATION OF DOCUMENTATION

A. Total Development Costs

\$ **0**

B. Permanent Funding Sources:

1. FHFC Grant (4)

\$ _____

2. FHFC SAIL-ELI Forgivable Loan

\$ _____

3. FHFC SAIL Loan

\$ _____

4. First Mortgage Financing

\$ _____

Exhibit _____

5. Second Mortgage Financing

\$ _____

Exhibit _____

6. Third Mortgage Financing

\$ _____

Exhibit _____

7. Non-FHFC Grants

\$ _____

Exhibit _____

8. Other: _____

\$ _____

Exhibit _____

9. Other: _____

\$ _____

Exhibit _____

10. Total Sources

\$ **0**

C. Sources less Total Development Cost

(B.10. - A.)

\$ **0**

(Must be equal to or greater than zero)

Each Exhibit must be listed behind its own Tab. DO NOT INCLUDE ALL EXHIBITS BEHIND ONE TAB.

RFA 2013-_____ ATTACHMENT 2 LOW INCOME HOUSING TAX CREDIT DEVELOPMENT COST PRO FORMA (Page 1 of 4)

- NOTES:
- (1) Developer fee may not exceed the limits established in Rule Chapter 67-48, F.A.C. Any portion of the fee that has been deferred must be included in Total Development Cost.
 - (2) If Housing Credit equity is being used as a source of financing, complete Columns 1 and 2. Otherwise, only complete Column 2.
 - (3) General Contractor's fee is limited to 14% of actual construction cost (A.1.1. Column 3). The General Contractor's fee must be disclosed. The General Contractor's fee includes General Conditions, Overhead, and Profit.
 - (4) In reference to impact fees, a tax professional's advice should be sought regarding eligibility of these fees.
 - (5) The only Contingency Reserves allowed are amounts that cannot exceed 5% for Development Category of New Construction or Redevelopment and 15% for Development Category of Rehabilitation or Preservation.
 - (6) Applicants using HC equity funding should list an estimated compliance fee amount in column 2.
 - (7) Although the Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, Construction or Rehab Analysis and Permanent Analysis are subject to change during credit underwriting, such costs are subject to the Total Development Cost Per Unit Limitation as provided in the RFA as well as the other cost limitations provided in Rule Chapter 67-48, F.A.C., as applicable.
 - (8) After preliminary awards are made, Florida Housing will finalize the amount of grant funding based the needs determined by credit underwriting.

USE THE DETAIL/EXPLANATION SHEET FOR EXPLANATION OF * ITEMS. IF ADDITIONAL SPACE IS REQUIRED, ENTER THE INFORMATION ON THE ADDENDA LOCATED AT THE END OF THE APPLICATION.

	1 HC ELIGIBLE (HC ONLY)	2 HC INELIGIBLE	3 TOTAL
DEVELOPMENT COSTS			
<i>Actual Construction Costs</i>			
Accessory Buildings	_____	_____	_____
Demolition	_____	_____	_____
New Rental Units	_____	_____	_____
*Off-Site Work (explain in detail)	_____	_____	_____
Recreational Amenities	_____	_____	_____
Rehab of Existing Common Areas	_____	_____	_____
Rehab of Existing Rental Units	_____	_____	_____
Site Work	_____	_____	_____
*Other (explain in detail)	_____	_____	_____
A1.1. Actual Construction Cost	\$ _____	\$ _____	\$ _____
A1.2. General Contractor Fee (3) (Max. 14% of A1.1., column 3)	\$ _____	\$ _____	\$ _____
A1.3. TOTAL ACTUAL CONSTRUCTION COSTS	\$ _____	\$ _____	\$ _____
<i>General Development Costs</i>			
Accounting Fees	_____	_____	_____
Appraisal	_____	_____	_____

RFA 2013-____ DEVELOPMENT COST PRO FORMA

(Page 2 of 4)

	1 HC ELIGIBLE (HC ONLY)	2 HC INELIGIBLE	3 TOTAL
<i>General Development Costs (Cont'd)</i>			
Architect's Fee - Site/Building Design	_____	_____	_____
Architect's Fee - Supervision	_____	_____	_____
Builder's Risk Insurance	_____	_____	_____
Building Permit	_____	_____	_____
Brokerage Fees - Land/Buildings	_____	_____	_____
Capital Needs Assessment	_____	_____	_____
Engineering Fees	_____	_____	_____
Environmental Report	_____	_____	_____
FHFC Administrative Fee	_____	_____	_____
FHFC Application Fee	_____	_____	_____
FHFC Compliance Fee (6)	_____	_____	_____
FHFC Credit Underwriting Fees	_____	_____	_____
Green Building Certification/ HERS Inspection Costs	_____	_____	_____
*Impact Fees (list in detail)	_____	_____	_____
Inspection Fees	_____	_____	_____
Insurance	_____	_____	_____
Legal Fees	_____	_____	_____
Market Study	_____	_____	_____
Marketing/Advertising	_____	_____	_____
Property Taxes	_____	_____	_____
Soil Test Report	_____	_____	_____
Survey	_____	_____	_____
Title Insurance & Recording Fees	_____	_____	_____
Utility Connection Fee	_____	_____	_____
*Other (explain in detail)	_____	_____	_____
A2. TOTAL GENERAL DEVELOPMENT COST	\$ _____	\$ _____	\$ _____

RFA 2013-____ DEVELOPMENT COST PRO FORMA

(Page 3 of 4)

	1 HC ELIGIBLE (HC ONLY)	2 HC INELIGIBLE	3 TOTAL
<i>Financial Costs</i>			
Construction Loan Origination/ Commitment Fee(s)	_____	_____	_____
Construction Loan Credit Enhancement Fee(s)	_____	_____	_____
Construction Loan Interest	_____	_____	_____
Permanent Loan Origination/ Commitment Fee(s)	_____	_____	_____
Permanent Loan Credit Enhancement Fee(s)	_____	_____	_____
Permanent Loan Closing Costs	_____	_____	_____
Bridge Loan Origination/ Commitment Fee(s)	_____	_____	_____
Bridge Loan Interest	_____	_____	_____
Non-Permanent Loan(s) Closing Costs	_____	_____	_____
*Other (explain in detail)	_____	_____	_____
A3. TOTAL FINANCIAL COSTS	\$ _____	\$ _____	\$ _____
B1. ACQUISITION COST OF EXISTING DEVELOPMENTS (EXCLUDING LAND) Existing Buildings	\$ _____	\$ _____	\$ _____
B2. *Other (explain in detail)	\$ _____	\$ _____	\$ _____
C. DEVELOPMENT COST (A1.3+A2+A3+B1+B2)	\$ _____	\$ _____	\$ _____
D. DEVELOPER'S FEE (1)	\$ _____	\$ _____	\$ _____
E. CONTINGENCY RESERVES (5)	\$ _____	\$ _____	\$ _____
F. TOTAL LAND COST	_____	\$ _____	\$ _____
G. TOTAL DEVELOPMENT COST (C+D+E+F)	\$ _____	\$ _____	\$ _____

Detail/Explanation Sheet

Totals must agree with Pro Forma. Provide description and amount for each item that has been completed on the Pro Forma.

DEVELOPMENT COSTS

Actual Construction Cost

(as listed at Item A1.)

Off-Site Work: _____

Other: _____

General Development Costs

(as listed at Item A2.)

Impact Fees: _____

Other: _____

Financial Costs

(as listed at Item A3.)

Other: _____

Acquisition Cost of Existing Developments

(as listed at Item B2.)

Other: _____

NOTE: Neither brokerage fees nor syndication fees can be included in eligible basis. Consulting fees, if any, and any financial or other guarantees required for the financing must be paid out of the Developer fee. Consulting fees include, but are not limited to, payments for Application consultants, construction management or supervision consultants, or local government consultants.

Attachment 3

Summary of Key Items to Be Included in Applicant Certification and Acknowledgement

Not inclusive of all items that will be in final document, particularly those items that are related to applicants seeking Low Income Housing Tax Credits. For a full list and more exact language of what is likely to be in the final Certification, go to page 42 of an RFP that Florida Housing issued in April 2013 <http://www.floridahousing.org/FH-ImageWebDocs/Developers/MultiFamilyPrograms/2013HighPriorityDevelopmentsRFP/Final/Special%20Needs%20RFP%20-%20Final.pdf>

- Applicant certifies that the Development can be completed and operating within the funding deadline and development cost pro forma submitted to the Corporation.
- Applicant acknowledges/certifies that information will be provided by date specified in certification, or as outlined in the invitation to enter credit underwriting (examples below):
 - Within 7 Calendar Days of the date of the invitation to enter credit underwriting, examples:
 - Identity of the remaining members of the Development Team (e.g., General contractor, Architect, Attorney, and Accountant). Team members identified and any future replacement must be acceptable to the Corporation and the Credit Underwriter;
 - General contractor identified meets the experience requirements outlined in RFA;
 - Management company identified meets the experience requirements outlined in RFA;
 - The unit mix for the proposed development (number of bedrooms per unit, number of baths per unit, and number of units per bedroom type).
 - Within a certain time specified in the final Certification of the date of the invitation to enter credit underwriting:
 - Confirmation that the proposed Development is Permanent Supportive Housing and meets the unit mix and community space requirements outlined in Item 1 of Exhibit B of the RFA and the minimum total demographic set-aside requirements outlined in the RFA;
 - Certification from the Local Government confirming the following for the entire Development site, including confirmation that these items were in place as of the Application deadline: (i) that the final or preliminary/conceptual (or similar process) site plan has been approved, (ii) that the site is appropriately zoned for the proposed Development, and (iii) that roads are available to the proposed Development;
 - Certification from Local Government or service provider confirming the following for the entire Development site, including confirmation that these items were in place as of Application deadline: electricity, water, and sewer service;
 - Certification from licensed environmental provider confirming that Phase I environmental site assessment has been performed for entire Development site, and, if applicable, a Phase II environmental site assessment has been performed.
 - Confirmation that all features and amenities committed to and proposed by the Applicant shall be located on the development site(s).

- By submitting the Application, Applicant acknowledges and certifies that:
 - Proposed Development will meet all state building codes, including the 2012 Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S., the Fair Housing Act as implemented by 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 pursuant to Exhibit C of the RFA, and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules;
 - Proposed Development will include required construction features/amenities required in RFA;
 - Proposed Development will include all required resident services required in the RFA;
 - Proposed Development will include the required ELI and Total Set-Aside units;
 - Applicant will set aside the units in the proposed Development for at least X years;
 - Regardless of the focus population, the Applicant shall adhere to applicable outreach, marketing and tenant selection laws and regulations and commit to a viable plan for tenant outreach, marketing, referral and selection as approved by the Corporation in credit underwriting; and
 - The applicable fees outlined the RFA will be due as outlined or as otherwise prescribed by the Corporation and/or the Credit Underwriter.
- Applicant acknowledges that any funding preliminarily secured by the Applicant is conditioned upon any independent review/analysis/verification that may be conducted by the Corporation of all information contained in Application and/or subsequently provided, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation Staff.
- If preliminary funding is approved, Applicant will promptly furnish such other supporting information/documents/fees requested or required by the Corporation or Credit Underwriter.
- As a condition of the acceptance of funding, all awardees may be required to cooperate with the Corporation or any contractors affiliated with the Corporation in the evaluation of the effectiveness of Permanent Supportive Housing provided through this RFA. The Corporation is interested in collecting evidence to demonstrate the extent to which these Developments meet expected outcomes
- Applicant has read all applicable Corporation rules and provisions governing this RFA and has read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in the RFA.
- In eliciting information from third parties required or included in this Application, Applicant has provided such parties information that accurately describes the Development as proposed in this Application. The Applicant has reviewed the third party information included in this Application and the information provided by any such party is based upon, and accurate with respect to, the Development as proposed in this Application.

Under the penalties of perjury, I declare and certify that I have read the foregoing and that the information is true, correct and complete.

Signature of applicant

Attachment 4

Summary of Key Credit Underwriting Procedures

Not inclusive of all items that will be in final RFA, particularly those items that are related to applicants seeking Low Income Housing Tax Credits. For a full list and more exact language of what is likely to be in the final RFA, go to page 58 of RFP 2013-08 that Florida Housing issued in April 2013:

<http://www.floridahousing.org/FH-ImageWebDocs/Developers/MultiFamilyPrograms/2013High-PriorityDevelopmentsRFP/Final/Special%20Needs%20RFP%20-%20Final.pdf>.

The following general credit underwriting and program requirements apply to all Applications funded under this RFA. This summary is provided to assist applicants new to Florida Housing's financing procedures to understand the bare outline of what is required.

Credit underwriting is a de novo review of all information supplied, received or discovered during or after any application scoring and funding preference process, prior to the closing on funding. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Applicant's experience, past performance or financial capacity is satisfactory. The credit underwriting review shall include a comprehensive analysis of the Applicant, the real estate, the economics of the Development, the ability of the Applicant and the Development team to proceed, and to determine a recommended grant amount, SAIL loan funding, if any, and a Housing Credit Allocation amount, if any.

Corporation funding will be based on appraisals of comparable developments, cost benefit analysis, and other documents evidencing justification of costs. As part of the credit underwriting review, the Credit Underwriter will consider the applicable provisions of the credit underwriting and program requirements outlined in the final RFA.

1. At the completion of all litigation (if any) with regard to this RFA, the Corporation shall offer all Applicants within the funding range an invitation to enter credit underwriting. The Corporation shall select the Credit Underwriter for each Development. The invitation to enter credit underwriting constitutes a preliminary commitment for grant funds, SAIL loan funding and Housing Credits, as applicable.
2. A response to the invitation to enter credit underwriting must be received by the Corporation and the Credit Underwriter not later than seven (7) Calendar Days after the date of the invitation. For any invitation to enter credit underwriting that is offered to an Applicant after Board approval of the list of Applications that is sorted from highest funding preference to lowest, where the Applicant's response is to decline to enter credit underwriting, the result shall be the removal of the Application's eligibility for funding for this RFA.
3. If the invitation to enter credit underwriting is accepted:
 - a. All Applicants shall submit the credit underwriting fee to the Credit Underwriter within seven (7) Calendar Days of the date of the invitation to enter credit underwriting. Failure to submit the required credit underwriting fee by the specified deadline shall result in withdrawal of the invitation.
 - b. Grants and SAIL funds, as applicable, must close within a specified number of months of the

date of the invitation to enter credit underwriting. Applicants may be offered the ability to request one (1) extension of a certain period. All extension requests must be submitted in writing.

4. The Credit Underwriter shall review all information in the Application, including information relative to the Applicant, General Contractor, and other members of the Development team based on information provided to the Credit Underwriter. The Credit Underwriter shall also request and review such other information as it deems appropriate to determine whether or not to provide a positive recommendation in connection with a proposed Development.
5. In determining whether or not to provide a positive recommendation in connection with a proposed Development, the Credit Underwriter will consider the prior and recent performance history of the Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor in connection with any other affordable housing development. The performance history shall consider instances involving a foreclosure, deed in lieu of foreclosure, financial arrearage, or other event of material default in connection with any affordable housing development or the documents governing financing or operation of any such development.
 - a. Unless the Credit Underwriter determines that mitigating factors exist, or that underwriting conditions can be imposed, sufficient to mitigate or offset the risk, the existence of such financial events as foreclosure shall result in a negative recommendation of the proposed Development by the Credit Underwriter.
 - b. A negative recommendation may also result from the review of entities involved with the development, including their financial capacity and any other relevant matters if, in the Credit Underwriter's opinion, one or more members of the Development team do not possess the ability to proceed.
6. The Credit Underwriter shall report any inconsistencies or discrepancies or changes made to the Applicant's Application during credit underwriting.
7. The Applicant will be responsible for all fees in connection with the documentation submitted to the Credit Underwriter.
8. If an appraisal is required, a full or self-contained appraisal as defined by the Uniform Standards of Professional Appraisal Practice shall be ordered by the Credit Underwriter, at the Applicant's expense, from an appraiser qualified for the geographic area and product type not later than completion of credit underwriting for review and use by the Credit Underwriter.
9. The Applicant will be permitted to use up to a certain specified amount of funding in its Application as a source of Loan funding from the Corporation. However, any Applicant that enters credit underwriting will have the amount of loan funding determined based on the following parameters:
 - a. A maximum amount will be specified in the RFA.
 - b. For a Housing Credit development, the Applicant may be required to defer a portion of its Developer fee as part of the Development's permanent sources of financing.
 - c. A 15-year operating pro forma will be prepared by the Credit Underwriter that, for purposes of determining the qualifying amount of loan funds, will include specified escalation rates related

to items such as revenues, operating expenses, management expenses and replacement reserves.

10. The Corporation's assigned Credit Underwriter shall require a guaranteed maximum price or stipulated sum construction contract, which may include change orders for changes in cost or changes in the scope of work, or both, if all parties agree, and shall order, at the Applicant's sole expense, and review a pre-construction analysis for all new construction units and a plan and cost review for rehabilitation units and review the Development's costs.
11. In addition to operating expenses, the Credit Underwriter must include an estimate for replacement reserves and operating expense reserves deemed appropriate by the Credit Underwriter when calculating the final net operating income available to service any debt.
12. For all Developments, the Developer fee or overhead, as applicable, and General Contractor's fee shall be limited as specified in the final RFA.
13. The General Contractor must meet the following conditions:
 - a. Employ a Development superintendent and charge the costs of such employment to the general requirements line item of the General Contractor's budget;
 - b. Charge the costs of the Development construction trailer, if needed, and other overhead to the general requirements line item of the General Contractor's budget;
 - c. Secure building permits, issued in the name of the General Contractor;
 - d. Secure a payment and performance bond whose terms do not adversely affect the Corporation's interest (or approved alternate security for General Contractor's performance, such as a letter of credit), issued in the name of the General Contractor, from a company rated at least "A-" by AMBest & Co.;
 - e. Ensure that none of the General Contractor duties to manage and control the construction of the Development are subcontracted;
 - f. Ensure that not more than 20 percent of the construction cost is subcontracted to any one entity unless otherwise approved by the Board for a specific Development; and
 - g. Ensure that no construction cost is subcontracted to any entity that has common ownership or is affiliated with the General Contractor unless otherwise approved by the Board for a specific Development.
14. Contingency reserves which total no more than 5 percent of total actual construction costs (hard costs) and total general development costs (soft costs) for New Construction. Contingency reserves which total no more than 15 percent of total actual construction costs (hard costs) and total general development costs (soft costs) for Rehabilitation may be included within the Total Development Cost for Application and underwriting purposes.
15. The Credit Underwriter will review and determine if the number of loans and construction commitments of the Applicant and its Principals will impede its ability to proceed with the successful development of each proposed Corporation-funded Development.

16. The Credit Underwriter shall complete its analysis and submit a written draft report and recommendation to the Corporation. Upon receipt, the Corporation shall provide to the Applicant the section of the written draft report consisting of supporting information and schedules for Applicant review and comment. The Credit Underwriter shall review and incorporate, if deemed appropriate, the Corporation's and Applicant's comments and release the revised report to the Corporation and the Applicant.
17. For any grant or loan funding preliminarily awarded to an Applicant, the Credit Underwriter's recommendations will be sent to the Board for approval. The Corporation shall issue a firm loan commitment within seven (7) Calendar Days after approval of the Credit Underwriter's recommendation for funding by the Board.
18. Grants and SAIL Loans, as applicable, and other mortgage loans related to the construction of the Development must close within a specified date of the date of the firm loan commitment(s). A request for an extension of the firm loan commitment(s) may be considered by the Board.
19. At least five (5) Calendar Days prior to any grant/loan closing:
 - a. The Applicant must provide evidence of all necessary consents or required signatures from first mortgagees or subordinate mortgagees to the Corporation and its counsel, and
 - b. The Credit Underwriter must have received all items necessary to release its letter confirming that all closing contingencies have been met, including the finalized sources and uses of funds and Draw schedule.