

**REQUEST FOR APPLICATIONS 2014-107**

**RFA 2014-107 FOR THE FINANCING OF PERMANENT SUPPORTIVE HOUSING WITH A  
PRIORITY TO ASSIST VETERANS WITH A DISABLING CONDITION THAT LACK  
PERMANENT AND STABLE HOUSING**

**Issued By:**

**FLORIDA HOUSING FINANCE CORPORATION**

**Issued: April 4, 2014**

**Due: May 6, 2014**

## **SECTION ONE INTRODUCTION**

Florida Housing Finance Corporation is authorized by section 420.507(48), F.S., to use up to 5 percent of its annual allocation of low-income housing tax credits to allocate by competitive solicitation for high-priority affordable housing developments, such as housing for Homeless Veterans and their families in communities throughout the state. This Request for Applications (RFA) will provide financing for Permanent Supportive Housing for Veterans with a Disabling Condition who are Chronically Homeless or in institutions because of a lack of permanent housing that facilitates the intended residents' access to community based healthcare and supportive services and stability in their community.

This RFA is open to Non-Profit Applicants who commit to provide a minimum of 80 percent of the units in the proposed Development set aside for Veterans. The Corporation expects to have an estimated \$2.2 million of Competitive Housing Credits, as well as an estimated \$5 million of gap loan funding available for award to proposed Developments under this RFA.

Florida Housing is interested in continuing its efforts to support Best Practices and innovative approaches to assist Florida's most vulnerable Veterans obtain and maintain stability in their communities. Florida Housing has learned that comprehensive, coordinated and viable partnerships between housing, supportive services and healthcare providers, along with the U.S. Veterans Administration programs, are vital in helping these Veterans address acute and long-term issues. We have also learned that supporting these Veterans with conveniently accessible services provided by the VA Medical Centers and VA Outpatient Clinics, along with other community-based services, is imperative in a Permanent Supportive Housing provider's success in appropriately and adequately serving these Veterans. Therefore, the focus of this RFA is to finance Applicants that best demonstrate the ability to develop Permanent Supportive Housing that meets the objectives to support Veterans with a Disabling Condition who are Chronically Homeless or are able to and interested in transitioning from an institution.

The Corporation is soliciting applications from qualified Non-Profit Applicants that commit to provide housing in accordance with the terms and conditions of this RFA, inclusive of Exhibits A, B, C and D, applicable laws and regulations, and the Corporation's generally applicable construction and financial standards.

## **SECTION TWO DEFINITIONS**

Unless otherwise defined below, capitalized terms within this RFA shall have the meaning as set forth in Rule Chapters 67-48 and 67-60, F.A.C., or in applicable federal regulations:

- |                        |  |
|------------------------|--|
| “Best Practice”        | A program, activity or strategy that has been field tested and has been shown to work effectively and produce successful outcomes and is supported by subjective and objective evaluation and research.  |
| “Chronically Homeless: | An individual who is Homeless and has: (i) a diagnosable substance abuse disorder, or (ii) a serious mental illness, or (iii) a developmental disability, or (iv) a chronic physical illness or disability, including the co-occurrence of two or more of these conditions, and has been continuously homeless for one (1) year or has had four (4) periods of homelessness in the last three (3) years. |

“Disabling Condition”	A diagnosable substance abuse disorder, serious mental illness, developmental disability, or chronic physical illness or disability, or the co-occurrence of two or more of these conditions, and a determination that the condition is: (i) expected to be of long-continued and indefinite duration; and (ii) not expected to impair the ability of the person with special needs to live independently with appropriate supports.
“Efficiency Unit”	A dwelling unit that includes a private bathroom and kitchen with at least a stove, oven, refrigerator and sink. An Efficiency Unit is considered to be a 0-bedroom unit for purposes of this RFA.
“ELI Gap Loan”	A forgivable loan in the amount of \$75,000 for each additional ELI set-aside unit committed to by the Applicant (above the required 20 percent threshold minimum ELI Set-Aside) up to a maximum of 25 percent total ELI Set-Aside, as further described in Section Four A.10. and Exhibit D of the RFA.
“Permanent Supportive Housing”	Rental housing that is affordable to the focus households with household incomes at or below 60 percent of area median income (AMI), that is leased to the focus households, for continued occupancy with an indefinite length of stay as long as the Permanent Supportive Housing tenant complies with lease requirements. 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.
“Shared Housing”	A rental dwelling unit that is shared by tenants who are not related or significant others, and in which each has signed the lease to reside in the rental unit. Each tenant of Shared Housing shall have a private bedroom with private full bath, and no sharing of bedrooms or bathrooms shall be permitted.
“Veteran”	A person who served in the active U.S. military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable or who served in the National Guard or reserve and are determined by the U.S. Veterans Administration to meet the specific requirements to be a Veteran.

### **SECTION THREE PROCEDURES AND PROVISIONS**

A. A complete Application consists of Exhibit A of RFA 2014-107 and all applicable attachments, as outlined in Section Four of the RFA. Exhibit A is available online at [www.floridahousing.org](http://www.floridahousing.org). All Applicants must complete the online Exhibit A by 11:00 a.m., Eastern Time, on May 6, 2014 (Application Deadline). The Corporation must receive (i) the completed online Exhibit A electronically submitted by the Applicant to the Corporation by clicking the “Submit” button and (ii) a sealed

package(s) containing four (4) printed copies of the complete Application (consisting of the submitted online Exhibit A and all applicable attachments), housed in separate 3-ring binders with numbered divider tabs for each attachment, all by the Application Deadline. One (1) of the four (4) printed copies of the complete Application must be labeled “Original Hard Copy”, reflect an original signature (blue ink preferred) at Item 11 of Exhibit A, Applicant Certification and Acknowledgement, and include the required non-refundable \$3,000 Application fee payable to Florida Housing Finance Corporation (check or money order only). The Applicant should label the outside of each shipping box with the applicable RFA number. The Corporation will not consider faxed or e-mailed Applications. After 11:00 a.m., Eastern Time, on the Application Deadline, each Application, for which hard copies are received by the Application Deadline, will be assigned an Application number. In addition, each Application will be assigned a lottery number by having the Corporation’s internal auditors run the total number of Applications received through a random number generator program. The printed copies of the complete Application must be addressed to:

Ken Reecy  
 Director of Multifamily Programs  
 Florida Housing Finance Corporation  
 227 N. Bronough Street, Suite 5000  
 Tallahassee, FL 32301

If any of the hard copies of Exhibit A are not identical to the online submission of Exhibit A, the online Exhibit A will be utilized for scoring purposes.

Applicants should review subsections 67-48.009(5) and 67-48.023(1), F.A.C., to determine eligibility to apply for the SAIL funding and Housing Credits offered in this RFA.

Pursuant to subsection 67-60.004(2), F.A.C., an Applicant may request in writing to withdraw its Application at any time prior to a vote by the Corporation’s Board. For funding selection purposes for this RFA, the Corporation shall disregard any Application withdrawal request that is submitted between 5:00 p.m., Eastern Time, the last business day before the date the Committee meets to make its recommendations to the Board and the Board’s vote on the Committee’s recommendations, and such Application shall be included in the funding selection process as if no withdrawal request had been submitted.

B. This RFA does not commit the Corporation to award any funding to any Applicant or to pay any costs incurred in the preparation or delivery of an Application.

C. The Corporation reserves the right to:

1. Waive Minor Irregularities; and
2. Accept or reject any or all Applications received as a result of this RFA.

D. Any interested party may submit any inquiry regarding this RFA in writing to Ken Reecy via e-mail at [RFA\\_2014-107\\_Questions@floridahousing.org](mailto:RFA_2014-107_Questions@floridahousing.org) . All inquiries are due by 5:00 p.m., Eastern Time, on April 17, 2014. Phone calls or written inquiries other than at the above e-mail address will not be accepted. The Corporation expects to respond to all inquiries by 5:00 p.m., Eastern Time, on April 23, 2014 and will post a copy of all inquiries received, and their answers, on the Corporation’s Website at: <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2014-107> . The Corporation will also send a copy of those inquiries and answers in writing to any interested party that requests a copy. The Corporation will determine the method of sending its answers, which may include

regular United States mail, overnight delivery, fax, e-mail, or any combination of the above. No other means of communication, whether oral or written, shall be construed as an official response or statement from the Corporation.

E. Any person who wishes to protest the specifications of this RFA must file a protest in compliance with Section 120.57(3), Fla. Stat., and Rule Chapter 28-110, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

F. By submitting this Application, each Applicant agrees to the terms and conditions outlined in the RFA. By inclusion and execution of Exhibit A of the RFA, along with all applicable attachments thereto, including the form set out in Exhibit B of the RFA, if applicable, each Applicant certifies that:

1. **Public Records.** Any material submitted in response to this RFA is a public record pursuant to Chapter 119, Fla. Stat. Per Section 119.071(1)(b)2., the sealed Applications received by the Corporation are exempt from disclosure until such time as the Board provides notice of an intended decision or until 30 Calendar Days after the opening of the sealed Applications, whichever is earlier.

2. **Noninterference.** At no time during the review and evaluation process, commencing with the Application Deadline and continuing until the Board renders a final decision on the RFA, may Applicants or their representatives contact Board members or Corporation staff concerning their own or any other Applicant's Application. If an Applicant or its representative does contact a Board or staff member in violation of this section, the Board shall, upon a determination that such contact was made in an attempt to influence the selection process, disqualify the Application.

3. **Requirements.** Proposed Developments funded with SAIL and Housing Credits will be subject to the requirements of the RFA, the Application requirements outlined in Rule Chapter 67-60, F.A.C., the credit underwriting requirements and SAIL and HC Program requirements outlined in Rule Chapter 67-48, F.A.C., the ELI Gap Loan credit underwriting and loan terms and conditions outlined in Exhibit D of the RFA, and the Compliance requirements of Rule Chapter 67-53, F.A.C.

G. The Corporation expects to select one (1) or more Applications to award the funding contemplated by this RFA. Any such Application(s) will be selected through the Corporation's review of each Application, considering the factors identified in this RFA.

#### **SECTION FOUR INFORMATION TO BE PROVIDED IN APPLICATION**

The Applicant must provide a completed and executed Application found in Exhibit A to RFA 2014-107, along with all applicable attachments thereto, including the Verification by the State Designated Lead Agency of Inclusion in Local Homeless Continuum of Care Program form (Form 01-14), if applicable, which is set out in Exhibit B of the RFA (also accessible by clicking [here](#)).

##### **A. Exhibit A Items:**

1. Demographic Commitment:
  - a. Population to be Served:

For all proposed Developments, Applicants must commit to set aside at least 80 percent of the total units for Veterans and at least 50 percent of the total units for a Chronically

Homeless individual. At least 50 percent of the units serving Veterans must be set aside for Veterans with a Disabling Condition.

(1) Access to VA Medical Center/VA Outpatient Clinic:

A funding objective for this RFA is to finance Developments that support and facilitate Veteran residents' access to designated VA Medical Centers and VA Outpatient Clinics in Florida. The Applicant must indicate one or more of the following VA Medical Centers and/or VA Outpatient Clinics that the intended residents will be able to access. As outlined in Section Four A.8.b. of the RFA, the physical proximity of the proposed Development to the selected VA Medical Center(s) and/or VA Outpatient Clinic(s) will be described by the Applicant at question 8.b. of Exhibit A.

**VA Medical Centers:**

- Tampa Polytrauma Rehabilitation Center (Hillsborough County - 13000 Bruce B. Downs Blvd., Tampa, FL 33612);
- West Palm Beach VA Medical Center (Palm Beach County - 7305 N. Military Trail, West Palm Beach, FL 33410);
- Orlando VA Medical Center (Orange County - 5201 Raymond Street, Orlando, FL 32803);
- James A. Haley Veterans Hospital (Hillsborough County - 13000 Bruce B. Downs Blvd., Tampa, FL 33612);
- Bay Pines VA Healthcare System (Pinellas County - 10000 Bay Pines Blvd., Bay Pines, FL 33744);
- Malcom Randall VA Medical Center (Alachua County - 1601 SW Archer Road Gainesville, FL 32608);
- Lake City VA Medical Center (Columbia County - 619 South Marion Avenue, Lake City, FL 32025);
- Miami VA Healthcare System (Miami-Dade County – 1201 N.W 16<sup>th</sup> Street, Miami, FL 33125).

**VA Outpatient Clinics:**

- Jacksonville Outpatient Clinic (Duval County- 1536 N. Jefferson Street, Jacksonville, FL 32209);
- Lee County VA Healthcare Center (Lee County - 2489 Diplomat Parkway East Cape Coral, FL 33909);
- New Port Richey Outpatient Clinic (Pasco County - 9912 Little Road, New Port Richey, FL 34654);
- Southpoint Clinic (Duval County- 6900 Southpoint Drive North, Jacksonville, FL 32209);
- Tallahassee Outpatient Clinic (Leon County - 1607 St. James Court Tallahassee, FL 32308);
- The Villages Outpatient Clinic (Sumter County - 8900 S.E. 165th Mulberry Lane, The Villages, FL 32162);
- Viera Outpatient Clinic (Brevard County - 2900 Veterans Way, Viera, FL 32940);
- William V. Chappell, Jr., VA Outpatient Clinic (Volusia County - 551 National Health Care Drive, Daytona Beach, FL 32114-1495).

## (2) Description of Intended Residents:

For the Corporation to better understand the proposed Development, Applicants must describe the subpopulation(s) of the individuals and/or families intended to reside in the proposed Development. This information will be considered by the Corporation when reviewing and scoring how the proposed construction features and access to community-based services will assist the intended residents.

The Applicant must provide a detailed description of the resident household characteristics, needs, and preferences of the intended residents and how the proposed Development will meet the needs and preferences of the intended residents. The Applicant's description(s) is limited to the text box at question 1.a.(2) of Exhibit A which is limited to 16,000 characters (the equivalent of approximately 4 typed pages).

b. Outreach, Marketing and Tenant Selection (**Maximum 10 Points**):

This section applies to all Applicants, regardless of the population that will be the focus of the proposed Development:

- (1) The Applicant shall develop and implement a plan for tenant outreach, marketing, referral and selection as approved by the Corporation during the credit underwriting process.
- (2) The Applicant may receive points by describing outreach and other activities, beyond those required by this RFA, 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. Proposed activities should be particularly relevant to the focus population. The Applicant's description(s) is limited to the text box at question 1.b. of Exhibit A which is limited to 16,000 characters (the equivalent of approximately 4 typed pages).

The Applicant may provide, as **Attachment 1** to Exhibit A, up to 3 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s) included in Exhibit A.

## c. Certification of Inclusion in Local Homeless Continuum of Care Program:

The Applicant must determine whether the proposed Development will be located within one of the counties served by a Continuum of Care Designated Lead Agency by viewing the list found at <http://www.dcf.state.fl.us/programs/homelessness/docs/leadagencies.pdf> .

If the proposed Development is located within one of the counties included on the Lead Agency list, the Applicant must provide the properly completed Verification by the State Designated Lead Agency of Inclusion in Local Homeless Continuum of Care Program form (Rev. 01-14) as **Attachment 2** to Exhibit A. The form must be completed and executed by the Executive Director, Chief Executive Officer, or Chief Financial Officer of the Lead Agency for the local Continuum of Care Jurisdiction operating in the county where the proposed Development will be located. The purpose of the form is to certify that the

Development proposed is consistent with the priority Permanent Supportive Housing needs of Homeless persons in the community in which the housing shall be developed. An Applicant may contact the Florida Department of Children and Families Office on Homelessness to confirm the Continuum Jurisdiction where the proposed Development is located. The form is included in Exhibit B of the RFA and is also accessible in interactive PDF format by clicking [here](#).

If the proposed Development is not located within one of the counties included on the Lead Agency list, the Applicant is exempt from this requirement.

- d. The proposed Development must be Permanent Supportive Housing and meet the unit mix and community space requirements outlined in Item 3 of Exhibit C of the RFA and the minimum demographic total set-aside requirements outlined in Item A.5.a.(1) of the RFA. The proposed Development may not be a licensed facility or institution such as an Assisted Living Facility, group home, community residential facility or intermediate/skilled care facility.

## 2. Applicant Information:

- a. The Applicant must enter the name of the Applicant.
- b. The Applicant must be a legally formed entity [i.e., limited partnership, limited liability company, etc.] qualified to do business in the state of Florida as of the Application Deadline. The Applicant must include, as **Attachment 3** to Exhibit A, evidence from the Florida Department of State, Division of Corporations, that the Applicant satisfies the foregoing requirements; such evidence may be in the form of a certificate of status or other reasonably reliable information or documentation issued, published or made available by the Florida Department of State, Division of Corporations.

- c. Applicant's Non-Profit Status:

Only Applicants that meet all of the criteria outlined in (1) through (3) below will be eligible to be considered for funding under this RFA:

- (1) Meet the definition of Non-Profit as set out in Rule Chapter 67-48, F.A.C.;
- (2) Complete the questions at question 2.c.(2) of Exhibit A; and
- (3) Provide the information outlined in (a) through (d) below for each Non-Profit entity, as **Attachment 4** to Exhibit A:
  - (a) The IRS determination letter;
  - (b) A description/explanation of how the Non-Profit entity is substantially and materially participating in the management and operation of the Development (i.e., the role of the Non-Profit);
  - (c) The names and addresses of the members of the governing board of the Non-Profit entity; and
  - (d) The articles of incorporation demonstrating that one of the purposes of the Non-Profit entity is to foster low income housing.



Any Application that does not meet all of the above-listed criteria will be ineligible to be considered for funding.

d. Principals for the Applicant and for each Developer:

All Applicants must provide a list, as **Attachment 5** to Exhibit A, identifying the Principals for the Applicant and for each Developer, as follows:

- (1) For a Limited Partnership, provide a list identifying the following: (i) the Principals of the Applicant as of the Application Deadline, including percentage of ownership interest of each, and (ii) the Principals for each Developer as of the Application Deadline. This list must include warrant holders and/or option holders of the proposed Development.
- (2) For a Limited Liability Company, provide a list identifying the following: (i) the Principals of the Applicant as of the Application Deadline, including percentage of ownership interest of each, and (ii) the Principals for each Developer as of the Application Deadline. This list must include warrant holders and/or option holders of the proposed Development.
- (3) For all other entities, provide a list identifying the following: (i) the Principals of the Applicant as of the Application Deadline, including percentage of ownership interest of each, and (ii) the Principals for each Developer as of the Application Deadline.

This eligibility requirement may be met by providing a copy of the list of Principals that was reviewed and approved by the Corporation during the advance-review process.

To assist the Applicant in compiling the listing, the Corporation has included additional information at Item 2 of Exhibit C.

e. Contact Person:

Enter the requested information for the Contact Person. At a minimum, the Applicant must provide the name and e-mail address of the Contact Person.

**3. Developer and Management Company Information:**

a. Developer:

- (1) The Applicant must state the name of each Developer, including all co-Developers.
- (2) Each Developer entity identified at question 3.a.(1) of Exhibit A (that is not a natural person) must be a legally formed entity qualified to do business in the state of Florida as of the Application Deadline. For each stated Developer entity that is not a natural person, provide, as **Attachment 6** to Exhibit A, evidence from the Florida Department of State, Division of Corporations, that the Developer satisfies the foregoing requirements; such evidence may be in the form of a certificate of status or other reasonably reliable information or documentation issued, published or made available by the Florida Department of State, Division of Corporations.
- (3) Developer Experience with Permanent Supportive Housing (**Maximum 10 Points**):

The Applicant must describe the experience of the Developer, co-Developer, and/or Principal in developing and operating Permanent Supportive Housing, and more

specifically, housing for the households the Applicant is proposing to serve. Describe the role(s) and responsibilities of any Developer, co-Developer, and/or Principal listed in the Applicant's responses to questions 2.d. and 3.a.(1) of Exhibit A, related to the proposed Development, and describe the experience and qualifications relevant to carrying out the roles and responsibilities for this proposed Development. The description should include the period over which each Developer and/or co-Developer's commitment to the proposed Development will be maintained. Providing only a list of Permanent Supportive Housing developments and/or units that the Developer, co-Developer, and/or Principal has developed will not be a sufficient description of experience.

The Applicant's description(s) is limited to the text box at question 3.a.(3) of Exhibit A which is limited to 16,000 characters (the equivalent of approximately 4 typed pages).

The Applicant may provide, as **Attachment 7** to Exhibit A, up to 3 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s) included in Exhibit A.

(4) General Experience:

By submitting the Application, the Applicant commits to demonstrate the required experience for the Developer(s), as outlined in Item 4 of Exhibit C to the RFA, during the credit underwriting process.

b. Management Company:

(1) Management Company Experience with Permanent Supportive Housing (**Maximum 20 Points**):

Identify the Management Company and describe its experience in managing Permanent Supportive Housing, including performing operations and management functions specific to the needs of the intended residents described at question 1.a. of Exhibit A. If the Applicant does not have experience or if the Applicant expects to use a management company, the Applicant must provide the name of the experienced entity that will act as the management company for at least the first three (3) years of operation and describe the management company's experience in operating and managing Permanent Supportive Housing, including length of time spent operating and managing Permanent Supportive Housing and experience performing operations and management functions specific to the needs of the intended residents described at question 1.a. of Exhibit A. Providing only a list of Permanent Supportive Housing developments and/or units that the Applicant or management company has managed or manages will not be a sufficient description of experience. The Applicant's description is limited to the text box at question 3.b.(2) of Exhibit A which is limited to 16,000 characters (the equivalent of approximately 4 typed pages).

The Applicant may provide, as **Attachment 8** to Exhibit A, up to 3 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description included in Exhibit A.

(2) General Experience:

By submitting the Application, the Applicant commits to demonstrate the required experience for the Management Company, as outlined in Item 4 of Exhibit C to the RFA, during the credit underwriting process.

**4. General Development Information:**

Unless stated otherwise, all information requested in the RFA pertains to the proposed Development.

a. The Applicant must state the name of the proposed Development.

b. Location of Development site:

(1) The Applicant must indicate the county in which the proposed Development will be located.

**Large, Medium and Small County Categories**

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

(2) The Applicant must provide the Address of the Development Site.

Indicate (i) the address number, street name, and name of city, and/or (ii) the street name, closest designated intersection, and either name of city or unincorporated area of county.

If the proposed Development consists of Scattered Sites, during the credit underwriting process the Applicant must demonstrate that the Development meets the requirements of this RFA and Section 42 of the IRC. However, if the proposed Development consists of Scattered Sites, site control must be demonstrated in the Application for all of the Scattered Sites, as outlined in Item A.9. of the RFA.

c. Number of Units:

(1) State the total number of units in the proposed Development.

Note: The proposed Development must consist of a minimum of 30 total units and cannot exceed a maximum of 60 total units.

(2) The Applicant must indicate whether the proposed Development consists of (i) 100% new construction units, (ii) 100% rehabilitation units, or (iii) a combination of new construction units and rehabilitation units and state the quantity of each type.

- d. State the total number of buildings with dwelling units in the proposed Development.

Note: Applications requesting SAIL funding must be for a proposed Development consisting of 5 or more dwelling units in each residential building.

- e. Development Category / Concrete Construction:

(1) Development Category:

- (a) Indicate the Development Category that best describes the proposed Development:

- New Construction (where 50% or more of the units are new construction)
- Rehabilitation/Moderate Rehabilitation/Substantial Rehabilitation (where less than 50% of the units are new construction)
- Acquisition and Rehabilitation/Moderate Rehabilitation/Substantial Rehabilitation (acquisition and less than 50% of the units are new construction)
- Redevelopment (where 50% or more of the units are new construction)
- Acquisition and Redevelopment (acquisition and 50% or more of the units are new construction)

If the proposed Development consists of acquisition and rehabilitation, with or without new construction (where the applicable new construction is for the building of units which will total less than 50 percent of the proposed Developments total unit count), but the Applicant is not requesting Corporation funding related to the acquisition, the Applicant should select Rehabilitation/Moderate Rehabilitation/Substantial Rehabilitation as the Development Category. However, the acquisition costs and sources must still be reflected on the Development Cost pro forma.

- (b) If Redevelopment or Acquisition and Redevelopment is selected, the Applicant must indicate at question 4.e.(1)(b) of Exhibit A whether the proposed Development meets the definition of Redevelopment. Only Applications that reflect an answer of “Yes” will be deemed to be responsive.

(2) Concrete Construction:

For purposes of this RFA, in order for a proposed Development to be considered to be concrete construction the proposed Development must meet the following specifications: (i) new construction buildings must have the following poured concrete, concrete masonry or load-bearing masonry elements, as verified by a capital needs assessment: all exterior walls and structural elements, not to include roofs; and structural elements at and under the ground floor, as well as the ground floor itself; (ii) existing buildings proposed for rehabilitation must have, as of Application Deadline, the elements outlined in (i) above and the rehabilitation work must include these elements; or (iii) new construction buildings with the Mid-Rise Development Type (4, 5 or 6 story, as selected by the Applicant at question 4.f. of Exhibit A) that utilize a concrete podium structure under the rental living units. These qualifying criteria specifically exclude face brick or brick veneer from qualifying for this preference without the benefit of the qualifying material in (i) being utilized in the manner prescribed in (i).

Indicate whether the proposed Development meets the requirements to be considered concrete construction. For purposes of this RFA, the Corporation will only consider an

Application to be concrete construction if the answer to question 4.e.(2) of Exhibit A is “Yes”.

- f. State the Development Type for the proposed Development. For purposes of determining the number of stories, each floor in the building(s) should be counted regardless of whether they will consist of retail, parking or residential. For mixed-type Developments, indicate the type that will comprise the majority of the units in the Development.
- Garden Apartments (a building comprised of 1, 2 or 3 stories, with or without an elevator)
  - Mid-Rise, 4-stories (a building comprised of 4 stories and each residential building must have at least one elevator)
  - Mid-Rise, 5 to 6-stories (a building comprised of 5 or 6 stories and each residential building must have at least one elevator)
  - High Rise (a building comprised of 7 or more stories and each residential building must have at least one elevator)

Note: For purposes of this RFA, (i) Developments with the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment (at question 4.e.(1) of Exhibit A) will be required to provide a minimum of one elevator per residential building if the Development consists of more than one story and (ii) Developments with the Development Category of Rehabilitation or Acquisition and Rehabilitation (at question 4.e.(1) of Exhibit A) that do not include an elevator must be 3 stories or less.

## 5. Set-Aside Commitments:

### a. Required Set-Aside Commitments:

#### (1) Required Minimum Demographic Total Set-Asides:

As further outlined in Section Four A.1. of the RFA, all Applicants must meet all of the following minimum demographic total set-asides:

- (a) All Applicants must commit to rent at least 80 percent of the total units to Veterans;
- (b) All Applicants must commit to rent at least 50 percent to the total units to a Chronically Homeless individual; and
- (c) All Applicants must commit to rent at least 50 percent of the units serving Veterans to Veterans with a Disabling Condition.

#### (2) Minimum Income Set-Aside per Section 42 of the IRC:

The Applicant must elect one of the following minimum set-aside commitments:

- 20 percent of the units at 50 percent or less of the Area Median Income (AMI)
- 40 percent of the units at 60 percent or less of the AMI
- Deep rent skewing option as defined in Section 42 of the IRC, as amended

Note: Choosing the 20 percent at 50 percent AMI or less minimum set-aside will restrict ALL set-aside units at 50 percent or less of the AMI. Applicants may choose the 40 percent at 60 percent AMI or less minimum set-aside without committing to set aside any of the units at the 60 percent AMI level. For example, an Applicant may commit to set aside 40 percent at 50 percent AMI and this would also be considered 40 percent at 60 percent AMI or less.

(3) Required Minimum Income Total Set-Aside per the Corporation:

All Applicants must set aside at least 80 percent of the proposed Development's total units at 60 percent AMI or less.

(4) Required Minimum ELI Set-Aside Commitments:

All Applicants must set aside at least 20 percent of the total units as ELI Set-Aside units. These units must be set aside at the ELI AMI level for the county where the proposed Development is located, as outlined on the ELI County Chart is set out in Item 7 of Exhibit C of the RFA.

(5) Required Total Affordability Period:

All Applicants irrevocably commit to set aside units in the Development for a total of 50 years and irrevocably waive the option to convert to market after year 14, as further outlined in Item 11 of Exhibit A.

b. Optional Additional ELI Set-Aside Commitment:

Applicants may commit to provide up to a total of 25 percent of the total units as ELI Set-Aside units. The Application will be eligible for additional funding, in the form of a forgivable loan, for each additional ELI Set-Aside unit, up to a maximum of 5 percent of the total units, over the required 20 percent outlined in a.(4) above. The Applicant must reflect the total percentage of ELI Set-Aside units (the required 20 percent plus any additional percentage of ELI Set-Aside units) on the Total Set-Aside Breakdown Chart in order to be eligible for this additional funding. The terms of the ELI Gap Loan are outlined in Section Four A.10.a.(3) below and in Exhibit D of the RFA.

After 15 years, the ELI Set-Aside units above the 20 percent minimum requirement (the units for which the Applicant received the ELI Gap Loan) may convert to serve the highest AMI percentage committed to on the Set-Aside Breakdown Chart.

The total ELI Set-Aside unit commitment an Applicant may make is limited to no more than 50 percent of the total units. If the Set-Aside Breakdown Chart reflects more than 50 percent of the total units at the ELI AMI level for the county where the proposed Development is located, during the credit underwriting process the Applicant will be required to reduce the ELI Set-Aside units down to 50 percent by increasing the set aside units at AMI level(s) above the ELI level.

c. Total Set-Aside Breakdown Chart:

The Total Set-Aside Breakdown Chart must reflect all set-aside commitments (required set-asides and any additional set-asides, including all required and additional ELI Set-Asides) and the required total set-aside percentage (as outlined below).

The Applicant must complete the Total Set-Aside Breakdown Chart at question 5.b. of Exhibit A of the RFA. The Applicant must indicate on the chart the percentage of residential units, stated in whole numbers, to be set aside at each selected AMI level. Where reasonably possible, Applicants will be required to keep the unit mix consistent across each committed AMI level.

## 6. Construction Features:

### a. Required Features:

By submitting the Application, the Applicant commits to provide the required features outlined at Item 5 of Exhibit C of the RFA.

### b. Optional Features (**Maximum 20 Points**):

Applicants may be awarded points for providing description(s) for one or more of the following:

- (1) **Optional Green Building/Energy Efficiency** – Describe the additional green building features (in addition to the required features) that promote energy efficiency, occupant health and resource conservation. Responses to these items will be scored based on the following criteria (as relevant to each item): (i) development and long term operating costs compared to the benefit to the property and/or tenants; (ii) impact to energy efficiency of the property; (iii) impact to tenants' health, safety, stability, level of independence and quality of life; (iv) resource conservation; (v) impact to tenants' ability to carry out social relationships; and (vi) Developer's experience implementing proposed features. The Applicant's description(s) is limited to the text box at question 6.a. of Exhibit A which is limited to 16,000 characters (the equivalent of approximately 4 typed pages). (**Up to 5 Points**)

The Applicant may provide, as **Attachment 9** to Exhibit A, up to 3 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s) included in Exhibit A.

- (2) **Optional Accessibility and Universal Design** – Describe the additional features of the proposed Development beyond the required features that promote accessibility, universal design or visitability features that benefit the focus households and people of all ages, sizes, and abilities throughout the life of the property. Applicants will not be given points for describing the features required in 6.a. above, including federal regulations and state building code requirements. Responses to these items will be evaluated based on the following criteria, giving consideration to whether the proposed Development is proposing new construction units and/or rehabilitation units: (i) improvement to tenants' health, safety, stability, level of independence and quality of life; (ii) improvement to tenants' ability to carry out social relationships; and (iii) size of Development. The Applicant's description(s) is limited to the text box at question 6.b. of Exhibit A which is limited to 16,000 characters (the equivalent of approximately 4 typed pages). (**Up to 15 Points**)

The Applicant may provide, as **Attachment 10** to Exhibit A, up to 3 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s) included in Exhibit A.

## 7. Resident Services:

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

### a. Required Resident Services:

By submitting the Application, the Applicant commits to provide the required resident services outlined at Item 6 of Exhibit C of the RFA.

### b. Optional Resident Services (**Maximum 22 Points**):

Responses to these items will be scored based on the following criteria (as relevant to each item): (i) impact to tenants' health, safety, stability, education and employment capacities, and quality of life; (ii) impact on tenants' ability to effectively utilize living skills to successfully live in the community; and (iii) Developer's experience implementing proposed resident services. If the Applicant believes an approach is a Best Practice, explain why.

Applicants may be awarded points for providing description(s) for one or more of 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 focus 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. Letters of support from or memorandums of understanding or agreements with partners demonstrating their role and commitment regarding the provision of this resident service will be considered when scoring this item. These documents from partners may be provided as **Attachment 11** to Exhibit A. 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;
- 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. The Applicant's description(s) is limited to the text box at question 7.a. of Exhibit A which is



limited to 16,000 characters (the equivalent of approximately 4 typed pages). **(Up to 10 Points)**

The Applicant may provide, as **Attachment 11** to Exhibit A, up to 6 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s) included in Exhibit A.

- (2) Approaches to Assist Households with Problem Credit and/or Other Problems Affecting Housing - The Applicant may propose policies and/or approaches that enable households with problem credit histories and/or other issues that adversely affect their abilities to obtain decent rental housing to live in the proposed Development. The Applicant's description(s) is limited to the text box at question 7.b. of Exhibit A which is limited to 16,000 characters (the equivalent of approximately 4 typed pages). **(Up to 5 Points)**

The Applicant may provide, as **Attachment 12** to Exhibit A, up to 3 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s) included in Exhibit A.

- (3) Describe any additional resident services, which are not required per this RFA and are not already described for points in the above Application sections, which will be provided to meet the needs and preferences of the intended residents, promote integration with the broader community, and facilitate competitive employment. The residents shall not be charged a fee for a described service and resident participation must be voluntary. The information provided must explain whether the described service will be solely provided by the Applicant or in an appropriately executed partnership with public and/or private entities. In addition to the scoring criteria listed in Section Four A.7.b, responses to these items will also be scored based on the following criteria (as relevant to each item): (i) the relevancy of a service to the intended residents, as described at question 1.a. of Exhibit A, in meeting the intended residents' needs and preferences, promoting resident integration with the broader community and facilitating competitive employment; (ii) information that verifies a described service is a Best Practice; and (iii) as applicable, information that is provided to demonstrate the roles and commitments by entities other than the Applicant in providing a described service (letters of support, memorandums of understanding or agreements from partners demonstrating their roles and commitments in the provision of a described resident service may be included as **Attachment 13** to Exhibit A). The Applicant's description(s) is limited to the text box at question 7.c. of Exhibit A which is limited to 16,000 characters (the equivalent of approximately 4 typed pages). **(Up to 7 Points)**

The Applicant may provide, as **Attachment 13** to Exhibit A, up to 6 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s) included in Exhibit A.

#### **8. Access to Community-Based Services (Maximum 35 Points):**

The ability for members of the focus 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 in (a), (b), and/or (c) below descriptions of the Development's plans to provide access to general community services, as well as specific supportive services and resources that address the needs of the focus households, as described at question 1.a. of Exhibit A. Equitable access to community-based services must be a consideration when proposing Scattered Site units, and Applicants are expected to describe how

each unit in a proposed Scattered Site Development will have access to community-based services. Applicant responses to these items will be evaluated based on the following criteria: (i) improvement of tenants' health, safety, stability, education and employment capacities, and quality of life; and (ii) improvement of tenants' ability to effectively utilize living skills to successfully live in the community (iii) ease of the intended residents access to services and resources based on physical proximity between the Development and the described services and resources; (iv) modes of public and private transportation; (v) adequacy of the schedule and frequency of service of each described transportation, (vi) length of time en-route from/to Development and service or resource; and the costs to the resident. All Applicants may be awarded points for providing description(s) of one or more of the following:

- a. Describe the community-based services that will be accessible to residents, such as shopping for groceries, medicine, clothing, and other household and personal items. Include other services and resources, such as higher education and vocational training, and opportunities for employment. Describe any public and private transportation options that will be available to residents of the proposed Development to ensure access to the described services. The Applicant's description(s) is limited to the text box at question 8.a. of Exhibit A which is limited to 16,000 characters (the equivalent of approximately 4 typed pages). **(Up to 10 points)**

The Applicant may provide, as **Attachment 14** to Exhibit A, up to 3 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s) included in Exhibit A.

- b. Describe access to community-based services and resources to address the specific healthcare and/or supportive services needs of the intended residents. The description should include the Development's physical proximity to the designated VA Medical Facilities and/or Veterans Outpatient Clinics indicated by the Applicant at question 1.a.(1) of Exhibit A. Describe the mode(s) and frequency of transportation and/or assistance that will be available and/or provided for the residents who wish to use the services of the designated VA Medical Facility and/or Outpatient Clinic. The description should also include how the Development will provide or facilitate the convenient access to supportive and healthcare services that are available to each of the Development's residents at the selected VA Medical Facility and/or Outpatient Clinic, as well as other community-based healthcare and supportive services. The Applicant's description(s) is limited to the text box at question 8.b. of Exhibit A which is limited to 16,000 characters (the equivalent of approximately 4 typed pages). **(Up to 20 points)**

The Applicant may provide, as **Attachment 15** to Exhibit A, up to 3 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s) included in Exhibit A.

- c. Provide information regarding any other innovative or Best Practices not described above, that will be implemented by the Applicant, as well as services to be provided by the Development that address unmet needs of the intended residents. Best Practices may include, but are not limited to, programs or services related to financial independence, life skills, greater employment options, family constancy, and social interaction. Best Practices shall be provided by the Applicant and/or by an appropriately executed partnership with public and/or private entities. Letters of support from or memorandums of understanding or agreements with partners demonstrating their role and commitment regarding the provision of this resident service will be considered when scoring this item. These documents from partners may be provided as **Attachment 16** to Exhibit A. The Applicant's description(s) is limited to

the text box at question 8.c. of Exhibit A which is limited to 16,000 characters (the equivalent of approximately 4 typed pages). **(Up to 5 points)**

The Applicant may provide, as **Attachment 16** to Exhibit A, up to 6 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s) included in Exhibit A.

## **9. Site Control:**

The Applicant must demonstrate site control by providing, as **Attachment 17** to Exhibit A, the documentation required in Items a., b., and/or c., as indicated below. If the proposed Development consists of Scattered Sites, the entire Development may not exceed four (4) Scattered Sites and site control must be demonstrated for all of the Scattered Sites. Each unit of a proposed Scattered Site Development must be in the same county as the other units in the proposed Development and each unit must be located within the applicable radius of the other units in the proposed Development, as follows: (i) if located in a Large County, be located within a seven (7) mile radius; (ii) if located in a Medium County, be located within a three (3) mile radius; or (iii) if located in a Small County, be located within a two (2) mile radius.

- a. Eligible Contract – For purposes of the RFA, an eligible contract is one that has a term that does not expire before November 14, 2014, or that contains extension options exercisable by the purchaser and conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date that is not earlier than November 14, 2014; specifically states that the buyer’s remedy for default on the part of the seller includes or is specific performance; and the buyer **MUST** be the Applicant unless an assignment of the eligible contract which assigns all of the buyer's rights, title and interests in the eligible contract to the Applicant, is provided. If the owner of the subject property is not a party to the eligible contract, all documents evidencing intermediate contracts, agreements, assignments, options, or conveyances of any kind between or among the owner, the Applicant, or other parties, must be provided, and, if a contract, must contain the following elements of an eligible contract: (i) have a term that does not expire before November 14, 2014, or contain extension options exercisable by the purchaser and conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date that is not earlier than November 14, 2014, and (ii) specifically state that the buyer’s remedy for default on the part of the seller includes or is specific performance.
- b. Deed or Certificate of Title – The deed or certificate of title (in the event the property was acquired through foreclosure) must be recorded in the county in which the property is located and show the Applicant as the sole Grantee.
- c. Lease – The lease must have an unexpired term of at least 50 years after the Application Deadline and the lessee must be the Applicant. If the owner of the subject property is not a party to the lease, all documents evidencing intermediate leases, subleases, assignments, or agreements of any kind between or among the owner, the lessor, or any sublessee, assignor, assignee, and the Applicant, or other parties, must be provided, and if a lease, must have an unexpired term of at least 50 years after the Application Deadline.

## **10. Funding:**

- a. Corporation Funding Amounts:
  - (1) Housing Credits:

(a) Eligible Housing Credit Request Amount:

The Eligible Housing Credit Request Amount will be the amount of Housing Credit Allocation the Applicant will tentatively be awarded should the Application be selected for funding. Such Eligible Housing Credit Request Amount will be based on the lesser of (i) the Applicant’s Housing Credit Request Amount (as provided by the Applicant in question 10.a.(1) of Exhibit A) and (ii) the County Category Maximum Housing Credit Request Limit (as outlined in (b) below). Any Housing Credit equity proposal provided as an attachment to the RFA must reflect the Eligible Housing Credit Request Amount, as further described in Item 10.c.(2)(a) below.

(b) Maximum Housing Credit Request Amount:

The Applicant must state the amount of Housing Credits it is requesting at question 10.a.(1) of Exhibit A (“Applicant’s Housing Credit Request Amount”). The Applicant’s Housing Credit Request Amount cannot exceed the applicable County Category amount stated in the following chart:

County Category* in which the Proposed Development is to be Located	Maximum Housing Credit Request Amount
Large County Medium County	\$1,310,000
Small County	\$1,070,000

\* County Categories are described in Section Four A.4.b. of the RFA.

If the Applicant states an amount that is greater than the amount the Applicant is eligible to request relative to the above chart, the Corporation will reduce the amount down to the maximum amount the Applicant is eligible to request as provided in the chart above. The amount resulting from the lesser of the Applicant’s Housing Credit Request Amount (as stated at question 10.a.(1) of Exhibit A) and the adjustment described above, if any, will be deemed to be the Applicant’s Eligible Housing Credit Request Amount.

All Applicants requesting funding under this RFA are eligible for the 30 percent basis boost as outlined in the 2014 QAP, regardless of whether the proposed Development qualifies as a HUD-designated DDA or QCT. The above Maximum Housing Credit Request Amounts reflect this 30 percent basis boost.

The Applicant should indicate, at question 10.a.(1) of Exhibit A, whether the proposed Development is the first phase of a multiphase Development.

(2) SAIL Loan:

The Maximum SAIL Request Amount is limited to \$40,000 per unit (i.e., an amount that is \$40,000 times the total number of units stated at question 4.c.(1) of Exhibit A).

The Applicant must state the amount of SAIL funding it is requesting at question 10.a.(2) of Exhibit A. During the scoring process, if the Applicant’s SAIL Request Amount exceeds the maximum allowed, the Corporation will reduce the amount down to the maximum allowed based on the total number of units in the proposed Development and that amount will be deemed to be the Applicant’s Eligible SAIL Request Amount.

The SAIL loan amount is further subject to the “35 Percent Test”, as described in (4) below.

The SAIL loan shall be non-amortizing and shall have an interest rate of 1 percent over the life of the loan. The terms and conditions of the SAIL loan are further outlined in Rule Chapter 67-48, F.A.C.

(3) ELI Gap Loan:

Applicants that commit to set aside additional ELI Set-Aside units, as outlined in Section Four A.5.b. of the RFA, will be credited with a forgivable ELI Gap Loan amount of \$75,000 for each additional ELI set-aside unit (above the required 20 percent threshold minimum ELI Set-Aside) up to a maximum of 25 percent total ELI Set-Aside (not to exceed a maximum total amount of \$225,000). The number of ELI units will be rounded up to the next whole number. For example, an Applicant proposing to provide 56 total units, with an ELI Set-Aside commitment of 25 percent (14 units) must set aside 20 percent of the total units (12 units) as ELI Set-Aside units in order to meet the RFA requirements. For the remaining 2 units, the Applicant will be eligible to receive a forgivable ELI Gap Loan amount of \$150,000 (2 additional ELI Set-Aside units x \$75,000 per unit).

The Applicant’s answer to question 10.a.(3)(h) of Exhibit A, the anticipated ELI Gap Loan amount, should be listed at the applicable line item on the Construction/Rehab Analysis and the Permanent Analysis. The Applicant’s calculations at Item 10.a.(3) of Exhibit A of the RFA will be verified by the Corporation during the scoring process and adjusted, if necessary, to the amount the Applicant is eligible for based on the number of additional ELI Set-Aside units committed to be set aside above the minimum required 20 percent, up to the maximum 25 percent. The ELI Gap Loan will be governed by the provisions outlined in Exhibit D of the RFA.

(4) 35 Percent Test

In accordance with paragraph 67-48.009(3)(b), F.A.C., the total of the base SAIL Loan (the Applicant’s Eligible SAIL Request Amount) plus the ELI Gap Loan amount (the total amount of ELI Gap Funding the Applicant is eligible for) cannot exceed 35 percent of the Total Development Cost.

Any necessary adjustments needed to bring the total of these loans within the 35 percent maximum will be made during the scoring process, as well as during the credit underwriting process.

(5) PLP Funding:

If the proposed Development has received funding from the Predevelopment Loan Program (PLP), the Corporation file number and amount of funding must be listed. Note: PLP funding cannot be used as a source of financing on the Construction/Rehab. Analysis or the Permanent Analysis.

b. Development Cost Pro Forma:

All Applicants must complete the Development Cost Pro Forma listing the anticipated expenses or uses, the Detail/Explanation Sheet, if applicable, and the Construction or Rehab

Analysis and Permanent Analysis listing the anticipated sources. The sources must equal or exceed the uses. During the scoring process, if a funding source is not considered and/or if the Applicant's HC Request Amount, SAIL Request Amount, and/or ELI Gap Loan amount is adjusted downward, as outlined in Section Four 10.a. above, this may result in a funding shortfall. If the Applicant has a funding shortfall, it will be ineligible to be considered for funding.

The Development Cost Pro Forma must include all anticipated costs of the Development construction, rehabilitation and, if applicable, acquisition, including the Developer fee and General Contractor fee, as outlined in (1) below. Any amounts that are not an anticipated cost to the Development, such as waived fees or charges, cannot be included in the Development Cost Pro Forma. Note: deferred Developer fees are not considered "waived fees".

In addition, the Development Cost Pro Forma must include all anticipated sources of funding, including the funding outlined in (2), (3), and (4) below, as well as any Non-Corporation Funding as outlined in d. below.

(1) Developer Fee, General Contractor Fee and Reserves:

(a) Developer Fee:

Developer fee shall be limited to 21 percent of Development Cost. The maximum allowable Developer fee will be tested during the scoring of the Application by multiplying the Development Cost by 21 percent, carried to 2 decimal places and may not be rounded. The 21 percent Developer fee is further described in Section 67-48.0072(16), F.A.C.

The Corporation will allow up to 100 percent of the eligible Developer fee to be deferred and used as a source on the Development Cost Pro Forma without the requirement to show evidence of ability to fund.

(b) General Contractor Fee

General Contractor fee shall be limited to 14 percent of actual construction cost. The maximum allowable General Contractor fee will be tested during the scoring of the Application by multiplying the actual construction cost by 14 percent, carried to 2 decimal places and may not be rounded.

(c) Contingency Reserves:

The maximum hard and soft cost contingencies allowed cannot exceed (i) 5% for Development Categories of New Construction, Redevelopment, or Acquisition/Redevelopment or (ii) 15% for Development Categories of Rehabilitation/Moderate Rehabilitation/Substantial Rehabilitation or Acquisition/Rehabilitation/Moderate Rehabilitation/Substantial Rehabilitation. The determination of the contingency reserve is limited to the maximum stated percentage of the combined total of total actual construction costs (hard costs) and general development costs (soft costs).

(d) Operating Deficit Reserves:

An operating deficit reserve is not to be included as part of Development Costs and cannot be used in determining the maximum Developer fee. The operating deficit

reserve in the Application cannot exceed the maximum ELI Gap Funding amount. An operating deficit reserve, if necessary, will be sized in credit underwriting and may be different than the Application limit. Operating deficit reserves include, but are not limited to, operating reserves, debt service reserves, lease-up reserves, rent re-stabilization reserves, and any pre-funded capital reserves.

Developer fee and General Contractor fee must be disclosed. In the event the Developer fee and/or General Contractor fee are/is not disclosed on the Development Cost Pro Forma, the Corporation will assume that these fees will be the maximum allowable and will add the maximum amount(s) to Total Development Cost. If an Applicant lists a Developer fee, General Contractor fee, contingency reserve or operating deficit reserve that exceeds the stated Application limits, the Corporation will adjust it/them to the maximum allowable.

- (2) Housing Credit Equity Proceeds, in accordance with the equity proposal submitted in response to Section Four A.10.c.(2) below.
- (3) SAIL Request Amount, as stated by the Applicant at question 10.a.(2) of Exhibit A.
- (4) ELI Gap Loan, as stated by the Applicant at question 10.a.(3) of Exhibit A.

The Applicant should list on the Construction/Rehab and Permanent Analysis the amount of ELI Gap funding for which the Applicant is eligible, as provided in Section Four.A.10.a.(3) above. If the Applicant does not list the eligible ELI Gap funding amount, the Corporation will include the maximum eligible amount as a source during the scoring of the Application. If the Applicant lists an amount of ELI Gap funding that is greater than the amount for which the Applicant is eligible, the Corporation will reduce the amount to the maximum eligible amount. If the Corporation lowers the ELI Gap funding amount, it will offset the decreased amount, to the extent possible, by first increasing the deferred Developer fee up to the maximum eligible amount as provided in (1) above, and secondly, once the maximum deferred Developer fee has been reached, by increasing the Applicant's SAIL Request Amount up to the maximum eligible amount as provided in Section Four.A.10.a.(2) above.

c. Non-Corporation Funding Proposals:

In order for funding to be counted as a source on the Construction/Rehab and/or Permanent analysis, the Applicant must provide documentation of all financing proposals from both the construction and the permanent lender(s), equity proposals from the syndicator, and other sources of funding. The financing proposals must state whether they are for construction financing, permanent financing, or both, and all attachments and/or exhibits referenced in the proposal must be included. Insert documentation for each source as **Attachment 18** to Exhibit A and continuing with sequentially numbered attachments for each additional funding source. Evidence for each funding source must be behind its own sequentially numbered attachment.

For purposes of the Application, neither of the following will be considered a source of financing: net operating income for a Rehabilitation/Moderate Rehabilitation/Substantial Rehabilitation Development or capital contributions not associated with the purchase of Housing Credits.

- (1) Financing Proposal

Financing proposal documentation, regardless of whether the documentation is in the form of a commitment, proposal, term sheet, or letter of intent, must meet the following criteria. Evidence for each funding source must be behind its own numbered attachment.

(a) Each financing proposal shall contain:

- (i) Amount of the construction loan, if applicable;
- (ii) Amount of the permanent loan, if applicable;
- (iii) Specific reference to the Applicant as the borrower or direct recipient; and
- (iv) Signature of all parties, including acceptance by the Applicant.

Note: Although Local Government Contributions is not included in this RFA as a point item, eligible Local Government financial commitments can be considered a source of financing without meeting the requirements of (i) through (iv) above if the Applicant provides the properly completed and executed Local Government Verification of Contribution – Grant Form (Form 01-14) and/or the Local Government Verification of Contribution – Loan Form (Form 01-14) and such grant and/or loan is effective at least through December 31, 2014. The grant and loan forms (Form 01-14) can be accessed by clicking [here](#). If the loan form is used, the space for entering the net present value of the loan is not applicable to this RFA and will not be considered.

(b) Financing that has closed:

- (i) If the financing has closed in the Applicant's name, provide a letter from the lender acknowledging that the loan has closed. The letter must also include the following information:
  - Amount of the construction loan, if applicable;
  - Amount of the permanent loan, if applicable; and
  - Specific reference to the Applicant as the borrower/direct recipient/mortgagee.
- (ii) Except for HUD funding, if the financing involves an assumption of debt not currently in the Applicant's name, as evidence that the lender approves of the proposal of assumption, the Applicant must provide a letter from the lender, dated within six (6) months of the Application Deadline, that includes the following information:
  - Specifically references the Applicant as the assuming party;
  - If a permanent loan, states the amount to be assumed; and
  - If a construction loan, states the maximum amount of funding capacity.

If the debt being assumed is provided by HUD, the Applicant must provide a letter from HUD, dated within six (6) months of the Application Deadline, confirming the funding source. The letter must include the following information:

- Name of existing development;



- Name of proposed Development;
  - Loan balance;
  - Acknowledgment that property is applying for Housing Credits; and
  - Applicable HUD program.
- (c) If the financing proposal is not from a regulated Financial Institution in the business of making loans or a governmental entity, evidence of ability to fund must be provided. Evidence of ability to fund includes: (1) a copy of the lender's most current audited financial statements no more than 17 months old; or (2) if the loan has already been funded, a copy of the note and recorded mortgage. The age of all financial statements is as of the Application Deadline. In evaluating ability to fund, the Corporation will consider the entity's unrestricted current assets typically used in the normal course of business. Assets considered restricted include, but are not limited to, pension funds, rental security deposits, and sinking funds. Financing proposals from lenders who cannot demonstrate ability to fund will not count as a source of financing. Financial statements must be included in the Application.
- (d) If a financing proposal shows an amount less than the corresponding line item on the pro forma, only the financing proposal amount will be considered as a funding source. However, if a financing proposal shows an amount in excess of the corresponding line item on the pro forma, up to the total amount of the financing proposal amount may be utilized as a funding source, if needed.
- (e) The loan amount may be conditioned upon an appraisal or debt service coverage ratio or any other typical due diligence required during credit underwriting.
- (f) Financing proposals may be conditioned upon the Applicant receiving the funding from the Corporation for which it is applying.
- (g) If a financing proposal has a provision for holding back funds until certain conditions are met, the amount of the hold-back will not be counted as a source of construction financing unless it can be determined that the conditions for the release of the hold-back can be met prior to or simultaneous with the closing of the Development's permanent financing.
- (h) Grant funds are contributions to the Development, other than equity, which carry no repayment provision or interest rate. A commitment for grant funds will be considered a commitment for scoring purposes if the commitment is properly executed and, if applicable, evidence of ability to fund is provided.
- (2) Housing Credit Equity Proposal

For the purpose of this RFA, to be counted as a source an equity proposal, regardless of whether the documentation is in the form of a commitment, proposal, term sheet or letter of intent, must: (i) if syndicating/selling the Housing Credits, meet the requirements outlined in (a) below and include the information outlined in (b) below, or (ii) if not syndicating/selling the Housing Credits, meet the requirements outlined in (a) below and include the information outlined in (c) below:

- (a) All HC equity proposals must meet the following criteria:

- (i) If the Eligible Housing Credit Request Amount is less than the anticipated amount of credit allocation stated in the equity proposal, the equity proposal will not be considered a source of financing. However, if the Eligible Housing Credit Request Amount is greater than the anticipated amount of credit allocation stated in the equity proposal, the equity proposal will be considered a source of financing; and
- (ii) The percentage of Housing Credits to be purchased must be equal to or less than the percentage of ownership interest held by the limited partner (inclusive of any special limited partner) or member. The Applicant must notify the Corporation of the percentage of ownership of the Principals of the Applicant during the credit underwriting process, as outlined in Item 11.b.(2)(h) of Exhibit A.
- (b) If syndicating/selling the Housing Credits:
- (i) A Housing Credit equity proposal must also meet the following criteria:
- Be executed by all parties, including the Applicant;
  - Include specific reference to the Applicant as the beneficiary of the equity proceeds;
  - State the proposed amount of equity to be paid prior to construction completion;
  - State the anticipated Eligible Housing Credit Request Amount;
  - State the anticipated dollar amount of Housing Credit allocation to be purchased; and
  - State the anticipated total amount of equity to be provided.
- (ii) If the limited partnership agreement or limited liability company operating agreement has closed, the closed agreement must be provided. To be counted as a source of financing the partnership agreement or operating agreement must meet the requirements of Item A.10.c.(2)(b)(i) above or the Applicant must submit separate documentation, signed by the equity provider, expressly stating any required criteria not provided in the agreement.
- Note: Item 11 of Exhibit A outlines the requirement and deadline for the Applicant's confirmation that the proposed equity amount to be paid prior to or simultaneous with the closing of construction financing is at least 15 percent of the total proposed equity to be provided (the 15 percent criteria).
- (c) If not syndicating/selling the Housing Credits, the owner's commitment to provide equity must be provided.
- (i) The commitment must include the following:
- The proposed amount of equity to be paid prior to construction completion;
  - The anticipated Eligible Housing Credit Request Amount;
  - The anticipated dollar amount of Housing Credit allocation to be purchased; and
  - The anticipated total amount of equity to be provided.
- (ii) Evidence of ability to fund must be provided as an Attachment to the Application.

d. Per Unit Construction Funding Preference:

(1) The following Applications will qualify for this funding preference, as outlined in Section Four B of the RFA:

- (a) Applications with a Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment (at question 4.e.(1) of Exhibit A, and
- (b) Applications with a Development Category of Rehabilitation or Acquisition and Rehabilitation (at question 4.e.(1) of Exhibit A) that reflect an amount of at least \$32,500 per unit when the amount listed in the Total column of the Development Cost Pro Forma for the Development Cost line item A1.1 Actual Construction Cost is divided by the number of total units in the Development.

(2) The following Applications will not qualify for this funding preference:

Applications with a Development Category of Rehabilitation or Acquisition and Rehabilitation (at question 4.e.(1) of Exhibit A) that reflect an amount less than \$32,500 per unit, when the amount listed in the Total column of the Development Cost Pro Forma for the Development Cost line item A1.1 Actual Construction Cost is divided by the number of total units in the Development.

Indicate whether the proposed development qualifies for this funding preference at question 10.d. of Exhibit A.

Except for deferred Developer fee, the Application requires complete information on all sources of Non-Corporation funding for the Development and the proposed uses of those funds. All loans, grants, donations, syndication proceeds, etc., should be detailed in the Application as outlined above. The total amount of monetary funds determined to be in funding proposals must equal or exceed uses.

## 11. Applicant Certification and Acknowledgement:

The Applicant's signature on Exhibit A indicates the Applicant's certification and acknowledgement of the provisions and requirements of the RFA. The copy of the Application labeled "Original Hard Copy" must reflect an original signature (blue ink is preferred).

### Addenda:

The Applicant may use the Addenda section of Exhibit A to provide any additional information or explanatory addendum for items in the Application except for the following: Population to be Served; Outreach, Marketing and Tenant Selection; Developer Experience with Permanent Supportive Housing; Management Company Experience with Permanent Supportive Housing; Optional Features; Optional Resident Services; and Access to Community-Based Services. Please specify the particular Item to which the additional information or explanatory addendum applies.

## B. Funding Selection:

1. Eligibility: Only Applications that are eligible for funding will be considered for funding selection. Eligibility requirements include the following:

<b>Eligibility Requirements</b>	<b>Described in RFA at:</b>
Submission Requirements	Section Three A and Section Five
Financial Arrearage Requirements	Section Five
Minimum Total Score	Section Five
Non-Profit Status Requirements	Section Four A.2.c. and Item 2.c. of Exhibit A
Total Development Cost Per Unit Limitation	Item.11.c.(13) of Exhibit A and Item 8 of Exhibit C
All Mandatory Items	Section Five

2. Funding Process:

a. Application Sorting Order –

The highest scoring Applications will be determined by first sorting all eligible Applications from highest score to lowest score, with any scores that are tied separated as follows:

- (1) First by the Application’s eligibility for the Per Unit Construction Funding Preference which is outlined in Section Four A.10.d. of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);
- (2) Next by the Application’s Leveraging Classification which is outlined in Exhibit C below (with Applications that receive the Classification of A listed above Applications that receive the Classification of B);
- (3) Next by the Application’s eligibility for the Florida Job Creation Preference which is outlined in Exhibit C below (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);
- (4) Finally by lottery number, with Applications that have a lower lottery number listed above Applications with a higher lottery number.

b. Funding Tests –

As outlined below, Applications will be subjected to the following Funding Tests:

- (1) 100% HC Funding Test and 100% SAIL Funding Test - There is enough Housing Credit and SAIL funding available to fully fund both the Applicant’s Eligible Housing Credit Request Amount and the Applicant’s Eligible SAIL Request Amount.
- (2) 85% HC Funding Test and 85% SAIL Funding Test – There is enough Housing Credit and SAIL funding available to fund 85% of both the Applicant’s Eligible Housing Request amount and the Applicant’s Eligible SAIL Request Amount.

For purposes of this provision, the ELI Gap funding amount is not subjected to any funding test.

c. County Test –

Funding will be limited to 1 Application per county (County Test), except as otherwise provided below.

d. Selection Process –

The highest scoring (inclusive of sorting order consideration) eligible Applications will be considered for funding, subject to the County Test and both the 100% HC Funding Test and the 100% SAIL Funding Test. If funding remains and no unfunded eligible Applications meet the County Test and both the 100% HC Funding Test and the 100% SAIL Funding Test, then the highest scoring (inclusive of sorting order consideration) unfunded eligible Application that can meet the County Test and both the 85% HC Funding Test and the 85% SAIL Funding Test will be selected for tentative funding. If funding remains and none of the unfunded eligible Applications can meet the County Test, then the highest scoring (inclusive of sorting order consideration) unfunded eligible Application that can meet both the HC 85% Funding Test and the SAIL 85% Funding Test will be tentatively selected for funding, without regard to the County Test. If none of the unfunded eligible Applications meet both of the 85% Funding Tests, no further Applications will be considered for funding and any remaining HC and SAIL funding will be distributed as approved by the Board.

e. Returned Funding –

Funding that becomes available after the Board takes action on the Committee's recommendation(s), due to an Applicant withdrawing its Application, an Applicant declining its invitation to enter credit underwriting, or an Applicant's inability to satisfy a requirement outlined in this RFA and/or Rule Chapter 67-48, F.A.C., will be distributed as approved by the Board.

## **SECTION FIVE EVALUATION PROCESS**

Committee members shall independently evaluate and score their assigned portions of the submitted Applications, consulting with non-committee Corporation staff and legal counsel as necessary and appropriate.

The Corporation will reject any competitive Application submittal and no action will be taken to score the Application if any of the following submission requirements are not met: (i) the Application is not submitted online by the Application Deadline, (ii) the required number of hard copies are not submitted by the Application Deadline, (iii) the Applicant's hard copy submission is not contained in a sealed package, (iv) the required Application fee is not paid as of Application Deadline, or (v) the proposed Development is not eligible to apply for funding under this RFA because it meets the criteria outlined in paragraphs 67-48.009(5)(a), (b), (c) and/or (d), F.A.C., and does not meet one of the stated exceptions, and/or it meets the criteria outlined in paragraphs 67-48.023(1)(a), (b) and/or (c), F.A.C., and does not meet one of the stated exceptions.

An Application will be deemed ineligible to be considered for funding if, as of close of business the day before the Committee meets to make a recommendation to the Board, there are any financial obligations for which an Applicant or Developer or Principal, Affiliate or Financial Beneficiary of the Applicant or Developer is in arrears to the Corporation or any agent or assignee of the Corporation as reflected on the most recently published Past Due Report posted to the Corporation's Website under the link Property Owners & Managers/Past Due Reports (also accessible by clicking [here](#)); but not more recently than five (5) business days prior to the date the Committee meets to make a recommendation to the Board.

In addition, the minimum total score the Application must achieve in order to be eligible to be considered for funding is 78 points.

Applications will be scored based on the following Mandatory and Point items:

<b>Mandatory Items</b>	<b>Point Items</b>	<b>Maximum Points</b>
Access to VA Medical Center/VA Outpatient Clinic	Outreach, Marketing and Tenant Selection	10
Description of Intended Residents	Developer Experience with Permanent Supportive Housing	10
Verification by the State Designated Lead Agency of Inclusion in Local Homeless Continuum of Care Program, if applicable	Management Company Experience with Permanent Supportive Housing	20
Name of Applicant	Optional Construction Features	20
Evidence Applicant is a legally formed entity	Optional Resident Services	22
Principals for Applicant and for each Developer	Access to Community-Based Services	35
Contact person		
Name of Each Developer		
Evidence that each Developer entity is a legally formed entity		
Name of Proposed Development		
County identified		
Address of Development Site		
Total Number of Units		
Number of new construction units and rehabilitation units		
Total Number of Buildings		
Development Category		
Development Type		
Total Set-Aside Breakdown Chart		
Evidence of Site Control		
Applicant's Housing Credit Request Amount		
Applicant's SAIL Request Amount		
Financing Information, including the Development Cost Pro Forma (listing expenses or uses) and Construction/Rehab analysis and Permanent analysis (listing sources) – Sources must equal or exceed uses		
Executed Applicant Certification and Acknowledgement (original signature in "Original Hard Copy")		
Total Possible Points:		117

The Committee shall conduct at least one public meeting during which the Committee members may discuss their evaluations, select Applicants to be considered for award, and make any adjustments deemed necessary to best serve the interests of the Corporation's mission. The Committee will list the Applications deemed eligible for funding in order from highest total score to lowest total score, applying the funding selection criteria outlined in Item B above, and develop a recommendation or series of recommendations to the Board.

The Board may use the Applications, the Committee's scoring, any other information or recommendation provided by the Committee or staff, and any other information the Board deems relevant in its selection of Applicants to whom to award funding. Notwithstanding an award by the Board pursuant to this RFA, funding will be subject to a positive recommendation from the Credit Underwriter based on criteria outlined in the credit underwriting provisions in Rule Chapter 67-48, F.A.C, and Exhibit D of the RFA.

**SECTION SIX  
AWARD PROCESS**

The Corporation shall provide notice of its decision, or intended decision, for this RFA on the Corporation's Website the day of the applicable Board vote. After posting, an unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., et. al. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., et. al. shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

**Exhibit A to RFA-2014-107 – FOR THE FINANCING OF PERMANENT SUPPORTIVE HOUSING WITH A PRIORITY TO ASSIST VETERANS WITH A DISABLING CONDITION THAT LACK PERMANENT AND STABLE HOUSING**

**1. Demographic Commitment:**

a. Population to be Served:

(1) Access to VA Medical Center/VA Outpatient Clinic:

The Applicant must indicate one or more of the following VA Medical Centers and/or VA Outpatient Clinics that the intended residents will be able to access:

**VA Medical Centers:**

- Tampa Polytrauma Rehabilitation Center (Hillsborough County - 13000 Bruce B. Downs Blvd., Tampa, FL 33612);
- West Palm Beach VA Medical Center (Palm Beach County - 7305 N. Military Trail, West Palm Beach, FL 33410);
- Orlando VA Medical Center (Orange County - 5201 Raymond Street, Orlando, FL 32803);
- James A. Haley Veterans Hospital (Hillsborough County - 13000 Bruce B. Downs Blvd., Tampa, FL 33612);
- Bay Pines VA Healthcare System (Pinellas County - 10000 Bay Pines Blvd., Bay Pines, FL 33744);
- Malcom Randall VA Medical Center (Alachua County - 1601 SW Archer Road Gainesville, FL 32608);
- Lake City VA Medical Center (Columbia County - 619 South Marion Avenue, Lake City, FL 32025);
- Miami VA Healthcare System (Miami-Dade County – 1201 N.W 16<sup>th</sup> Street, Miami, FL 33125).

**VA Outpatient Clinics:**

- Jacksonville Outpatient Clinic (Duval County- 1536 N. Jefferson Street, Jacksonville, FL 32209);
- Lee County VA Healthcare Center (Lee County - 2489 Diplomat Parkway East Cape Coral, FL 33909);
- New Port Richey Outpatient Clinic (Pasco County - 9912 Little Road, New Port Richey, FL 34654);
- Southpoint Clinic (Duval County- 6900 Southpoint Drive North, Jacksonville, FL 32209);
- Tallahassee Outpatient Clinic (Leon County - 1607 St. James Court Tallahassee, FL 32308);
- The Villages Outpatient Clinic (Sumter County - 8900 S.E. 165th Mulberry Lane, The Villages, FL 32162);
- Viera Outpatient Clinic (Brevard County - 2900 Veterans Way, Viera, FL 32940);
- William V. Chappell, Jr., VA Outpatient Clinic (Volusia County - 551 National Health Care Drive, Daytona Beach, FL 32114-1495).



(2) Description of Intended Residents:

The Applicant must provide, in the text box below, the required description of the subpopulation(s) of the individuals and/or families intended to reside in the proposed Development. This must include a detailed description of the resident household characteristics, needs, and preferences of the focus population(s) the Applicant is proposing to serve. The Applicant’s description is limited to this text box which is limited to 16,000 characters (the equivalent of approximately 4 typed pages).

b. Outreach, Marketing and Tenant Selection:

The Applicant may receive points by describing, in the text box below, outreach and other activities, beyond those required by this RFA, 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. The Applicant’s description(s) is limited to this text box which is limited to 16,000 characters (the equivalent of approximately 4 typed pages). The Applicant may provide, as **Attachment 1**, up to 3 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s).

c. Certification of Inclusion in Local Homeless Continuum of Care Program:

If the proposed Development is located within a county served by a Continuum of Care Designated Lead Agency, the Applicant must provide the properly completed Verification by the State Designated Lead Agency of Inclusion in Local Homeless Continuum of Care Program form (Rev. 01-14) as **Attachment 2** to Exhibit A.

**2. Applicant Information:**

- a. The Applicant must state the name of the Applicant: \_\_\_\_\_
- b. The Applicant must provide the required documentation to demonstrate that the Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline as **Attachment 3**.
- c. To be eligible to be considered for funding under this RFA, the Applicant must meet the Non-Profit criteria outlined in Section Four A.2.c. of the RFA, as well as provide the following information and answer the following questions:
  - (1) Provide the following information for each Non-Profit entity as **Attachment 4**:
    - (a) The IRS determination letter;
    - (b) The description/explanation of the role of the Non-Profit entity;

- (c) The names and addresses of the members of the governing board of the Non-Profit entity; and
- (d) The articles of incorporation demonstrating that one of the purposes of the Non-Profit entity is to foster low-income housing.

(2) Answer the following questions:

(a) Is the Applicant or one of its general partners or managing members incorporated as a Non-Profit entity pursuant to Chapter 617, Florida Statutes, or similar state statute if incorporated outside Florida?

- Yes
- No

If “No”, is the Applicant or one of its general partners or managing members a wholly-owned subsidiary of a Non-Profit entity formed pursuant to Chapter 617, Florida Statutes, or similar state statute if incorporated outside Florida?

- Yes
- No

(b) Is the Applicant or one of its general partners or managing members a 501(c)(3) or 501(c)(4) Non-Profit entity or is the Applicant or one of its general partners or managing members a wholly-owned subsidiary of a 501(c)(3) or 501(c)(4) Non-Profit entity?

- Yes
- No

(c) Does the Non-Profit entity have an ownership interest, either directly or indirectly, in the general partner or general partnership interest or in the managing member or the managing member’s interest in the Applicant?

- Yes
- No

If “Yes”, state the percentage owned in the general partnership or managing member interest: \_\_\_\_\_%

(d) Percentage of Developer’s fee that will go to the Non-Profit entity: \_\_\_\_\_%

(e) Year Non-Profit entity was incorporated: \_\_\_\_\_  
(yyyy)

(f) Is the Non-Profit entity affiliated with or controlled by a for-profit entity within the meaning of Section 42(h), Internal Revenue Code?

- Yes If “Yes”, state name of the for-profit entity: \_\_\_\_\_
- No

d. Principals for the Applicant and for each Developer:

Provide the required information for the Applicant and for each Developer as **Attachment 5**.

e. Contact Person for this Application:

First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_  
Last Name: \_\_\_\_\_

Street Address: \_\_\_\_\_  
\_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Relationship to Applicant: \_\_\_\_\_

**3. Developer and Management Company Information:**

a. Developer:

(1) State the name of each Developer (include all co-Developers):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) For each Developer entity listed in question 3.a.(1) above (that is not a natural person) provide, as **Attachment 6**, the required documentation demonstrating that it is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline.

(3) Developer Experience with Permanent Supportive Housing:

Describe, in the text box below, the experience of the Developer, co-Developer, and/or Principal in developing and operating Permanent Supportive Housing, and more specifically, housing for the households the Applicant is proposing to serve. The Applicant’s description(s) is limited to this text box which is limited to 16,000 characters (the equivalent of approximately 4 typed pages). The Applicant may provide, as **Attachment 7**, up to 3 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s).

\_\_\_\_\_

b. Management Company Experience with Permanent Supportive Housing:

(1) State the name of the Management Company: \_\_\_\_\_

(2) Describe, in the text box below, the Management Company’s experience in managing Permanent Supportive Housing, specifically, the households the Applicant is proposing to serve. The Applicant’s description is limited to this text box which is limited to 16,000 characters (the equivalent of approximately 4 typed pages). The Applicant may provide, as **Attachment 8**, up to 3 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description.

\_\_\_\_\_

**4. General Development Information:**

a. The Applicant must state the name of the proposed Development: \_\_\_\_\_

b. Location of Development Site:

(1) The Applicant must indicate the County: \_\_\_\_\_

(2) Address of Development Site:

The Applicant must state (i) the address number, street name, and name of city and/or (ii) the street name, closest designated intersection, and either name of city or unincorporated area of county:

\_\_\_\_\_

c. Number of Units in Proposed Development:

(1) The Applicant must state the total number of units: \_\_\_\_\_

(2) The Applicant must select the one applicable item below:

- (a) Proposed Development consists of 100% new construction units
- (b) Proposed Development consists of 100% rehabilitation units
- (c) Proposed Development consists of a combination of new construction units and rehabilitation units. State the quantity of each type:

\_\_\_\_\_ new construction units and \_\_\_\_\_ rehabilitation units

d. State the total number of buildings with dwelling units in the proposed Development: \_\_\_\_\_

e. Development Category / Concrete Construction:

(1) Development Category:

(a) The Applicant must select one applicable Development Category \_\_\_\_\_.

(b) If Redevelopment or Acquisition and Redevelopment was selected at (a) above, does the proposed Development meet the definition of Redevelopment?

- Yes
- No

(2) Does the proposed Development meet the requirements to be considered to be concrete construction?

- Yes
- No

f. The Applicant must select one applicable Development Type: \_\_\_\_\_

**5. Set-Aside Commitments:**

a. Minimum Income Set-Aside per Section 42 of the IRC:

Select one of the following:

- 20% of units at 50% Area Median Income (AMI) or lower

- 40% of units at 60% AMI or lower
- Deep rent skewing option as defined in Section 42 of the IRC, as amended

b. Total Set-Aside Breakdown Chart:

All Applicants must complete the following Total Set-Aside Breakdown Chart to reflect the percentage of total units that will be set aside, including the required ELI Set-Aside units and any additional ELI Set-Aside units, if applicable, as well as all other set-aside commitments, and the total set-aside percentage. The Applicant must indicate on the chart the percentage of residential units, stated in whole numbers, to be set aside at each selected AMI level. Where reasonably possible, Applicants will be required to keep the unit mix consistent across each committed AMI level.

Total Set-Aside Breakdown Chart	
Percentage of Residential Units	AMI Level
%	At or Below 25%
%	At or Below 28%
%	At or Below 30%
%	At or Below 33%
%	At or Below 35%
%	At or Below 40%
%	At or Below 45%
%	At or Below 50%
%	At or Below 60%
Total Set-Aside Percentage:	%

**6. Optional Construction Features:**

All Applicants may be awarded points for providing one or more of the following optional features. These optional features are in addition to the required features outlined in Item 5 of Exhibit C of the RFA. Provide the descriptions for optional features listed below that meet the objectives explained in Section Four A.6.b. of the RFA.

- a. Optional Green Building / Energy Efficiency, as outlined at Section Four A.6.b.(1) of the RFA – describe in the text box below the additional green building features that promote energy efficiency, occupant health and resource conservation. The Applicant’s description(s) is limited to this text box which is limited to 16,000 characters (the equivalent of approximately 4 typed pages). The Applicant may provide, as **Attachment 9**, up to 3 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s).

- b. Optional Accessibility and Universal Design, as outlined at Section Four A.6.b.(2) of the RFA – describe in the text box below the additional features that promote accessibility, universal design or visitability features that promote accessible and/or adaptable design elements. The Applicant’s description(s) is limited to this text box which is limited to 16,000 characters (the equivalent of approximately 4 typed pages). The Applicant may provide, as **Attachment 10**, up to 3 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s).

## 7. Optional Resident Services:

All Applicants may be awarded points for providing one or more of the following optional resident services. These optional services are in addition to the required resident services outlined in Item 6 of Exhibit C of the RFA. Provide the descriptions for optional resident services listed below that meet the objectives explained in Section Four A.7.b. of the RFA.

- a. Supported Employment Services, as outlined at Section Four A.7.b.(1) of the RFA. Provide the required description(s) in the text box below. The Applicant's description(s) is limited to this text box which is limited to 16,000 characters (the equivalent of approximately 4 typed pages). The Applicant may provide, as **Attachment 11**, up to 6 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s).

- b. Approaches to Assist Households with Problem Credit and/or Other Problems Affecting Housing, as outlined at Section Four A.7.b.(2) of the RFA. Provide the required description(s) in the text box below. The Applicant's description(s) is limited to this text box which is limited to 16,000 characters (the equivalent of approximately 4 typed pages). The Applicant may provide, as **Attachment 12**, up to 3 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s).

- c. Additional resident services which will be provided to meet the needs and preferences of the intended residents, promote integration with the broader community, and facilitate competitive employment, as outlined at Section Four A.7.b.(3) of the RFA. The Applicant's description(s) is limited to this text box which is limited to 16,000 characters (the equivalent of approximately 4 typed pages). The Applicant may provide, as **Attachment 13**, up to 6 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s).

## 8. Access to Community-Based Services:

All Applicants may be awarded points for providing access to one or more of the following community-based services. Provide the descriptions for the services listed below that meet the objectives explained in Section Four A.8. of the RFA.

- a. Describe in the text box below the community-based services that will be accessible to residents, such as shopping for groceries, medicine, clothing, and other household and personal items, as outlined at Section Four A.8.a. of the RFA. The Applicant's description(s) is limited to this text box which is limited to 16,000 characters (the equivalent of approximately 4 typed pages). The Applicant may provide, as **Attachment 14**, up to 3 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s).

- b. Describe in the text box below the access to community-based services and resources to address the specific healthcare and/or supportive services needs of the intended residents, as outlined at Section Four A.8.b. of the RFA. The Applicant's description(s) is limited to this text box which

is limited to 16,000 characters (the equivalent of approximately 4 typed pages). The Applicant may provide, as **Attachment 15**, up to 3 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s).

- c. Describe in the text box below information regarding any other innovative or Best Practices, not described in a. or b. above, that will be implemented by the Applicant, as well as services to be provided by the Development that address unmet needs of the intended residents, as outlined at Section Four A.8.c. of the RFA. The Applicant's description(s) is limited to this text box which is limited to 16,000 characters (the equivalent of approximately 4 typed pages). The Applicant may provide, as **Attachment 16**, up to 6 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s).

**9. Site Control:**

The Applicant must demonstrate site control by providing the following documentation as **Attachment 17**, as outlined at Section Four A.9. of the RFA:

- a. A fully executed eligible contract for purchase and sale for the subject property; and/or
- b. A recorded deed or recorded certificate of title; and/or
- c. A copy of the fully executed long-term lease.

**10. Funding:**

- a. Corporation Funding Amounts:

(1) Applicant's Housing Credit Request Amount (annual amount):                   \$ \_\_\_\_\_

Is the proposed Development the first phase of a multiphase Development?

- Yes                     No

(2) Applicant's SAIL Request Amount:   \$ \_\_\_\_\_

(3) ELI Gap Funding:

(a) Total number of units in proposed Development: \_\_\_\_\_  
[as stated by the Applicant at question 4.c.(1) above]

(b) Minimum number of ELI units required – 20% of total units: \_\_\_\_\_  
[(3)(a) x 20%, rounded up to next whole number]

(c) Maximum number of ELI units eligible for ELI Gap Loan funding:

(i) 25% of total units: \_\_\_\_\_  
[(3)(a) x 25%, rounded up to next whole number]

(ii) Maximum number of ELI Set-Aside units eligible for ELI Gap Loan funding: \_\_\_\_\_  
[(3)(c)(i) – (3)(b)]

- (d) Percentage of total units set aside as ELI Set-Aside units per Total Set-Aside Breakdown Chart at question 5.b. above: \_\_\_\_\_%
- (e) Total number of units set aside as ELI Set-Aside Units: \_\_\_\_\_  
[(3)(a) x (3)(d) rounded up to next whole number]
- (f) Additional ELI units (above the 20% minimum): \_\_\_\_\_  
[(3)(e) minus (3)(b)]
- (g) The lesser of (3)(c)(ii) or (3)(f): \_\_\_\_\_
- (h) ELI Gap Loan amount based on the units set aside as ELI Set-Aside units above the minimum required up to maximum of 5% above the minimum: \$ \_\_\_\_\_  
[(3)(g) x \$75,000]

(4) If a PLP loan has been awarded for this Development, provide the following information:

Corporation File #	Amount of Funding
	\$ _____

b. Finance Documents:

All Applicants must complete the Development Cost Pro-Forma, the Detail/Explanation Sheet, if applicable, the Construction or Rehab Analysis, and the Permanent Analysis.

c. Non-Corporation Funding Proposals:

The Applicant must attach all funding proposals executed by the lender(s) or other source(s). Insert the documentation for each source as a separate attachment to Exhibit A beginning with **Attachment 18** and continuing with sequentially numbered attachments for each additional funding source.

d. Per Unit Construction Funding Preference:

Does the proposed Development qualify for the Per Unit Construction Funding Preference, as outlined at Section Four A.10.d. of the RFA?

- Yes
- No

**11. Applicant Certification and Acknowledgement:**

- a. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation.
- b. The Applicant acknowledges and certifies that the following information will be provided by the date outlined below, or as otherwise outlined in the invitation to enter credit underwriting. Failure to provide the required information by the stated deadline shall result in the withdrawal of the invitation to enter credit underwriting.

(1) Within 7 Calendar Days of the date of the invitation to enter credit underwriting:



- (a) Identity of the remaining members of the Development Team (i.e., inexperienced co-Developer(s), Management Company, General Contractor, Architect, Attorney, and Accountant, as outlined in Item 12 of Exhibit C of the RFA. The team members so identified, and any future replacement thereof, must be acceptable to the Corporation and the Credit Underwriter;
  - (b) Name and address of the chief elected official of the local jurisdiction where the proposed Development is located;
  - (c) The unit mix for the proposed Development (number of bedrooms per unit, number of baths per unit, and number of units per bedroom type);
  - (d) Notification of the Applicant's eligibility for acquisition credits per Section 42 of the IRC, if applicable; and
  - (e) The Development Location Point for the proposed Development.
- (2) Within 21 Calendar Days of the date of the invitation to enter credit underwriting:
- (a) Certification of the status of site plan approval as of Application Deadline and certification that as of Application Deadline the site is appropriately zoned for the proposed Development, as outlined in Item 13 of Exhibit C of the RFA;
  - (b) Certification confirming the availability of the following for the entire Development site, including confirmation that these items were in place as of the Application Deadline: electricity, water, sewer service, and roads for the proposed Development, as outlined in Item 13 of Exhibit C of the RFA;
  - (c) Certification from a licensed environmental provider confirming that a Phase I environmental site assessment has been performed for the entire Development site, and, if applicable, a Phase II environmental site assessment has been performed, as outlined in Item 13 of Exhibit C of the RFA;
  - (d) Confirmation that the proposed Development is Permanent Supportive Housing and meets the unit mix and community space requirements outlined in Item 3 of Exhibit C of the RFA and the minimum total set-aside requirements outlined in Section Four A.5.a.(1) of the RFA; and
  - (e) Confirmation that the proposed equity amount to be paid prior to or simultaneous with the closing of construction financing is at least 15 percent of the total proposed equity to be provided (the 15 percent criteria), subject to the following:
    - (i) If syndicating/selling the Housing Credits, there are two exceptions to the preceding sentence. First, if there is a bridge loan proposal within the equity proposal that provides for bridge loan proceeds that equal at least 15 percent of the amount of total proposed equity to be provided to be made available prior to or simultaneous with closing of construction financing, the 15 percent criteria will be met. Second, if there is a separate bridge loan proposal from either the equity provider, any entity that is controlled directly or indirectly by the equity provider, or a subsidiary of the equity provider's parent holding company, and the proposal explicitly proposes an amount to be made available prior to or simultaneous with the closing of construction financing that equals at least 15 percent of the total proposed equity to be paid stated in the

equity proposal, the 15 percent criteria is met. Bridge loan proposals that are not within the equity proposal, though, must meet the criteria previously stated for debt financing with the exception that evidence of ability to fund does not have to be provided. The Applicant may include the proposed amount of the bridge loan as equity proceeds on the Construction or Rehabilitation Analysis and on the Permanent Analysis (Note: this 15 percent criteria must be reflected in the limited partnership agreement or limited liability company operating agreement); or

- (ii) If not syndicating/selling the Housing Credits, proceeds from a bridge loan will not count toward meeting the 15 percent criteria.
  - (f) Confirmation that all features committed to and proposed by the Applicant shall be located on the Development site;
  - (g) Confirmation that, if the proposed Development meets the definition of Scattered Sites, all Scattered Sites requirements that were not met in the Application will be met, including the location of all features and amenities committed to and proposed by the Applicant that are not unit-specific shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both; and
  - (h) Notification of the percentage of ownership of the Principals of the Applicant.
- c. By submitting the Application, the Applicant acknowledges and certifies that:
- (1) The 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 Rule Chapter 67-48, F.A.C., and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules;
  - (2) The proposed Development will include all required construction features, as outlined in Item 5 of Exhibit C of the RFA. The quality of the features committed to by the Applicant is subject to approval of the Board of Directors;
  - (3) The proposed Development will include all required resident programs, as outlined in Item 6 of Exhibit C of the RFA. The quality of the resident programs committed to by the Applicant is subject to approval of the Board of Directors;
  - (4) If the Development Category selected at question 4.e.(1) is Rehabilitation/Moderate Rehabilitation/Substantial Rehabilitation or Redevelopment (with or without Acquisition) and any of the existing units are currently occupied, the Applicant will be required to provide to the Credit Underwriter a plan for relocation of existing tenants;
  - (5) The name of the Applicant entity stated in the Application may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Carryover Allocation Agreement is in effect. In addition, the Applicant entity shall be the recipient of the Housing Credits and the borrowing entity for the SAIL loan and any change must meet the requirements outlined in Item 1 of Exhibit C of the RFA;

- (6) 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 Development Team's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Development Team, which consists of Developer, Management Company, General Contractor, Architect, Attorney and Accountant, will be reviewed during credit underwriting. The Credit Underwriter may require additional information from any member of the Development Team including, without limitation, documentation on other past projects and financials. Development Teams with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter. The replacement of any Development Team member identified in the Application or during the credit underwriting process must be approved by the Corporation and such replacement must meet the requirements that were met by the original Development Team member;
- (7) The Principals of each Developer identified in the Application, including all co-Developers, may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter credit underwriting. In addition, any allowable replacement of an experienced Principal of a Developer entity must meet the experience requirements that were met by the original Principal;
- (8) The total number of units stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation;
- (9) The invitation to enter credit underwriting will be rescinded if it is determined that the proposed Development was placed in service prior to the year in which it received its allocation;
- (10) The proposed Development will include the required set-aside units (for ELI Households and Total Set-Aside Percentage). The Total Set-Aside Percentage stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation. Commitments to set aside residential units made by those Applicants that receive funding will become the minimum set-aside requirements for any other Corporation funds that the Applicant may receive in the future for the same Development;
- (11) The Applicant irrevocably commits to set aside units in the proposed Development for a total of 50 years. Note: in submitting its Application, the Applicant knowingly, voluntarily and irrevocably commits to waive, and does hereby waive, for the duration of the 50-year set aside period the option to convert to market, including any option or right to submit a request for a qualified contract, after year fourteen (14), and any other option, right or process available to the Applicant to terminate (or that would result in the termination of) the 50-year set aside period at any time prior to the expiration of its full term;
- (12) The Applicant's commitments will be included in the Extended Use and Land Use Restriction Agreements and must be maintained in order for the Development to remain in compliance, unless the Board approves a change;

- (13) The Applicant agrees and acknowledges that the Application will be subject to the Total Development Cost Per Unit Limitation during the scoring, credit underwriting, and final allocation process, as outlined in Item 8 of Exhibit C of the RFA;
- (14) Regardless of the population that will be the focus of the proposed Development, 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
- (15) The applicable fees outlined in Exhibit C of the RFA will be due as outlined in this RFA, Rule Chapter 67-48, F.A.C., and/or as otherwise prescribed by the Corporation and/or the Credit Underwriter.
- d. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification that may be conducted by the Corporation of all information contained in this Application and/or subsequently provided during the credit underwriting process, 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.
- e. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the Corporation. The Applicant commits that no qualified residents will be refused occupancy because they have Section 8 vouchers or certificates. The Applicant further commits to actively seek tenants from public housing waiting lists and tenants who are participating in and/or have successfully completed the training provided by welfare to work or self-sufficiency type programs.
- f. By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation.
- g. As a condition of the acceptance of funding under RFA 2014-107, all awardees will 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, including but not limited to:
- The public cost savings of housing linked with coordinated supportive services as alternatives to chronic homelessness, more expensive services, or institutionalization; and
  - Whether access to education, training and employment opportunities, as well as other supports, along with affordable housing, leads to better health, improved social relationships and stability in the family and community.

The Corporation may pursue the option to direct an independent evaluation, and in the course of the evaluation, may require awardees to submit administrative and other data to assess the effectiveness of the RFA.

- h. The Applicant and all Financial Beneficiaries have read all applicable Corporation rules and provisions governing this RFA and have read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in Rule Chapter 67-48, F.A.C., and Exhibit D of the RFA. The Applicant and all

Financial Beneficiaries have read, understand and will comply with section 42 of the Internal Revenue Code, as amended, and all related federal regulations.

- i. In eliciting information from third parties required or included in this Application, the 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.
- j. The undersigned understands and agrees that in the event that the Applicant is invited into credit underwriting, the Applicant must submit IRS Forms 8821 for all Financial Beneficiaries in order to obtain a recommendation for a Housing Credit Allocation.
- k. The undersigned is authorized to bind all Financial Beneficiaries to this certification and warranty of truthfulness and completeness of the 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

\_\_\_\_\_  
Name (typed or printed)

\_\_\_\_\_  
Title (typed or printed)

\*\*\*\*\*

**Addenda**

The Applicant may use the space below to provide any additional information or explanatory addendum for items in the Application except for the following: Population to be Served; Outreach, Marketing and Tenant Selection; Developer Experience with Permanent Supportive Housing; Management Company Experience with Permanent Supportive Housing; Optional Features; Optional Resident Services; and Access to Community-Based Services. Please specify the particular Item to which the additional information or explanatory addendum applies.

**Exhibit B to RFA-2014-107 - FOR THE FINANCING OF PERMANENT SUPPORTIVE HOUSING WITH A PRIORITY TO ASSIST VETERANS WITH A DISABLING CONDITION THAT LACK PERMANENT AND STABLE HOUSING**

If the proposed Development is located within one of the counties served by a Continuum of Care Designated Lead Agency, which are set out on the list found at <http://www.dcf.state.fl.us/programs/homelessness/docs/leadagencies.pdf> , the Applicant must provide the following Verification by the State Designated Lead Agency of Inclusion in Local Homeless Continuum of Care Program form (Form Rev. 01-14). This form is also available in interactive PDF format by clicking [here](#).

**VERIFICATION BY THE STATE DESIGNATED LEAD AGENCY OF INCLUSION IN LOCAL HOMELESS CONTINUUM OF CARE PROGRAM**

Name of Development \_\_\_\_\_

Development Location: \_\_\_\_\_

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

Applicant's Name: \_\_\_\_\_

Local Continuum of Care Jurisdiction: \_\_\_\_\_

Lead Agency: \_\_\_\_\_

The Lead Agency for the Local Continuum of Care Jurisdiction identified above confirms that the Development identified above meets the following criteria.

1. The proposed Development is located within the Continuum of Care (Continuum) Jurisdiction identified above;
2. The nature and scope of the proposed Development is in conformance with the planning and priorities of the Local Continuum of Care program.
3. There is a need for the proposed Permanent Supportive Housing;
4. The Applicant's association with the State Designated Lead Agency and relevant Continuum members, its plans to conduct prospective tenant outreach, and its tenant selection process are appropriate and adequate to effectively inform the intended households, community stakeholders and public about the Development, and to facilitate an interested household's ability to apply for tenancy and determine eligibility for tenancy.
5. The Applicant is actively involved in the Continuum's network and activities.
6. The Applicant is aware of and understands the Continuum's performance measures regarding appropriate housing placement and retention.

**CERTIFICATION BY THE STATE DESIGNATED LEAD AGENCY OF INCLUSION IN LOCAL HOMELESS CONTINUUM OF CARE PROGRAM:**

I certify that the above information is true and correct.

\_\_\_\_\_  
Lead Agency Signatory

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name of Lead Agency Signatory

\_\_\_\_\_  
Print or Type Title

In order for this form to be considered, it must be signed by the Agency's Executive Director, Chief Executive Officer, or Chief Financial Officer. Other signatories are not acceptable and will result in the form not being considered.

(Form Rev. 01-14)

**Exhibit C to RFA-2014-107 - FOR THE FINANCING OF PERMANENT SUPPORTIVE HOUSING WITH A PRIORITY TO ASSIST VETERANS WITH A DISABLING CONDITION THAT LACK PERMANENT AND STABLE HOUSING**

**1. Applicant Requirements:**

- a. With regard to the Housing Credits, the Applicant entity shall be the recipient of the Housing Credits and may not change until after the Carryover Allocation Agreement is in effect. Once the Carryover Allocation Agreement has been executed by all parties, replacement of the Applicant or a material change (33.3 percent or more of the Applicant, a General Partner of the Applicant, or a member of the Applicant) in the ownership structure of the named Applicant will require Board approval prior to the change. Any non-material change (less than 33.3 percent of the Applicant, a General Partner of the Applicant, or a member of the Applicant) in the ownership structure of the named Applicant will not require Board approval, but the Corporation must still be notified in writing of the change. The Applicant entity may be changed without Board approval after a Final Housing Credit Allocation Agreement has been approved and the IRS Forms 8609 have been issued; however, the Corporation must still be notified in writing of the change. Changes to the Applicant entity prior to the execution of a Carryover Allocation Agreement or without Board approval prior to the approval of the Final Housing Credit Allocation Agreement and issuance of the IRS Forms 8609 will result in a disqualification from receiving funding and shall be deemed a material misrepresentation. Changes to the limited partner of a limited partnership or member of a limited liability company owning the syndicating interest therein will not result in disqualification.
  
- b. With regard to the SAIL funding, the Applicant entity shall be the borrowing entity and cannot be changed until after loan closing. Replacement of the Applicant or a material change (33.3 percent or more of the Applicant, a General Partner of the Applicant, or a member of the Applicant) in the ownership structure of the named Applicant prior to loan closing shall result in disqualification from receiving funding and shall be deemed a material misrepresentation. Changes after loan closing require Board approval.

**2. Principal Disclosures for Applicants and Each Developer**

The Corporation is providing the following charts and examples to assist the Applicant in providing the required list identifying the Principals for the Applicant and for each Developer. The term Principals is defined in Section 67-48.002, F.A.C.

a. Charts:

(1) For the Applicant:

(a) If the Applicant is a Limited Partnership:

Identify All General Partners	and	Identify All Limited Partners
-------------------------------	-----	-------------------------------

and

For each General Partner that is a Limited Partnership:	For each General Partner that is a Limited Liability Company:	For each General Partner that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and



Identify each Limited Partner	Identify each Member	Identify each Director and Identify each Shareholder
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and

For each Limited Partner that is a Limited Partnership:	For each Limited Partner that is a Limited Liability Company:	For each Limited Partner that is a Corporation:
Identify each General Partner and Identify each Limited Partner	Identify each Manager and Identify each Member	Identify each Officer and Identify each Director and Identify each Shareholder

For any General Partner and/or Limited Partner that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

(b) If the Applicant is a Limited Liability Company:

Identify All Managers	and	Identify All Members
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and

For each Manager that is a Limited Partnership:	For each Manager that is a Limited Liability Company:	For each Manager that is a Corporation:
Identify each General Partner and Identify each Limited Partner	Identify each Manager and Identify each Member	Identify each Officer and Identify each Director and Identify each Shareholder

and

For each Member that is a Limited Partnership:	For each Member that is a Limited Liability Company:	For each Member that is a Corporation:
Identify each General Partner and Identify each Limited Partner	Identify each Manager and Identify each Member	Identify each Officer and Identify each Director and Identify each Shareholder

For any Manager and/or Member that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

(c) If the Applicant is a Corporation:

Identify All Officers	and	Identify All Directors	and	Identify All Shareholders
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and

For each Shareholder that is a Limited Partnership:	for each Shareholder that is a Limited Liability Company:	For each Shareholder that is a Corporation:
Identify each General Partner and Identify each Limited Partner	Identify each Manager and Identify each Member	Identify each Officer and Identify each Director and Identify each Shareholder

For any Officer and/or Director and/or Shareholder that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

(2) For Each Developer:

(a) If the Developer is a Limited Partnership:

Identify All General Partners	and	Identify All Limited Partners
-------------------------------	-----	-------------------------------

and

For each General Partner that is a Limited Partnership:	For each General Partner that is a Limited Liability Company:	For each General Partner that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and
		Identify each Shareholder

and

For each Limited Partner that is a Limited Partnership:	For each Limited Partner that is a Limited Liability Company:	For each Limited Partner that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and
		Identify each Shareholder

For any General Partner and/or Limited Partner that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

(b) If the Developer is a Limited Liability Company:

Identify All Managers	and	Identify All Members
-----------------------	-----	----------------------

and

For each Manager that is a Limited Partnership:	For each Manager that is a Limited Liability Company:	For each Manager that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and
		Identify each Shareholder

and

For each Member that is a Limited Partnership:	For each Member that is a Limited Liability Company:	For each Member that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and
		Identify each Shareholder

For any Manager and/or Member that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

(c) If the Developer is a Corporation:

Identify All Officers	and	Identify All Directors	and	Identify All Shareholders
-----------------------	-----	------------------------	-----	---------------------------

and

For each Shareholder that is a Limited Partnership:	for each Shareholder that is a Limited Liability Company:	For each Shareholder that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and
		Identify each Shareholder

For any Officer and/or Director and/or Shareholder that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

b. Examples:

➤ Example No. 1:

Applicant or Developer: Acme Properties, LLC

Sole Member/Manager: ABC, LLC

Manager: Amy Smith  
Sole Member: Patty Jones

➤ Example No. 2:

Applicant or Developer: Acme Builders, LLC

Manager: Acme Management Co, Inc.

Officers: Peter Smith, President/CEO  
Fred Jones, Vice President  
Patty Jones, Vice President  
Bob Brown, Secretary  
Amy Smith, Treasurer

Directors: Peter Smith  
Fred Jones  
Patty Jones

Shareholders: Fred Jones  
Patty Jones  
Bob Brown  
Amy Smith

Member: Adam Jones  
Member: Amy Smith

➤ Example No. 3:

Applicant or Developer: Acme Properties, Ltd.

Managing General Partner: ABC, Ltd.

General Partner: XYZ, Inc.  
Limited Partner: Fred Jones

Co-General Partner:	Acme Homes 3, LLC Sole Manager/Member: Peter Smith
Co-General Partner:	ABC, LLC Manager: Adam Jones Manager: Peter Smith Member: XYZ, LLC Member: Adam Jones Member: Peter Smith
Limited Partner:	Acme Homes Contractors, Inc.  Officers: Fred Jones, President Bob Brown, Vice President Patty Jones, Secretary/ Treasurer  Directors: Fred Jones Bob Brown Patty Jones  Shareholders: Fred Jones Bob Brown Peter Smith Patty Jones Adam Jones

**3. Permanent Supportive Housing Requirements:**

All Applicants must meet the following unit mix and community space requirements:

- a. No units in the Development shall be smaller than Efficiency Units or larger than 4 bedroom units. No more than 25 percent of the total units shall be Efficiency Units, except in the Rehabilitation/Moderate Rehabilitation/Substantial Rehabilitation or Acquisition and Rehabilitation/Moderate Rehabilitation/Substantial Rehabilitation Development Categories, where there shall be no limitation on the number of Efficiency Units. No more than 20 percent of the total units in the Development shall be larger than 3 bedroom units. For Applicants proposing that a portion or all units in a Development will be Shared Housing, each Shared Housing resident shall have a private bedroom with private full bath.
- b. The proposed Development must include the following:
  - (1) At least one private office space with a door, per every 25 Persons with Special Needs households, 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.

**4. Required General Experience of Developer(s) and Management Company:**

- a. Required General Developer Experience:

During the credit underwriting process, for each experienced Developer identified in the Application, the Applicant commits to 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.

To demonstrate the required general Developer experience, the Applicant shall provide the name of the Principal with the required experience and the name of the Developer entity for the proposed Development for which the named party is a Principal, as well as the following information for each of the three (3) completed developments: name, location (city/state), affordable housing program that provided the financing, total number of units, and year completed.

If providing experience acquired from a previous affordable housing Developer entity, the person signing the Principal of Developer Certification form must have been a Principal of that Developer entity.

Information for any inexperienced co-Developer identified in the Application (i.e., any co-Developer that does not meet the required general Developer experience outlined above) shall be provided by the Applicant as outlined in Item 11 of Exhibit A of the RFA.

Note: Principals of each Developer identified in the Application and/or during the credit underwriting process, including all co-Developers, may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter credit underwriting.

b. **Required General Management Company Experience:**

During the credit underwriting process, the Applicant commits to demonstrate that the Management Company identified in the Application has 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.

To demonstrate the required general Management Company experience, the Applicant shall provide the following information for each of the two (2) affordable rental housing properties: name, location (city/state), currently managing or formerly managed, length of time (years and months), and total number of units.

The replacement of any Development Team member identified in the Application or during the credit underwriting process must be approved by the Corporation and such replacement must meet the requirements that were met by the original Development Team member.

**5. Required Features:**

All Applicants will be required to provide the following features:

- a. All Developments must provide termite prevention and pest control throughout entire affordability period.
- b. 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.

For purposes of the Housing Credit Program, a Housing Credit allocation shall be deemed “Federal financial assistance” within the meaning of that term as used in Section 504 of the Rehabilitation Act of 1973 as implemented by 24 CFR Part 8 for all Housing Credit Developments.

- c. All new construction units must include the following General, Green Building, Accessibility, Universal Design and Visitability Features:

(1) 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).

(2) 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 (this feature is not required for Efficiency Units); and
- Minimum SEER of 14 for unit air conditioners (excluding buildings with a central chiller system).

(3) Accessibility, Adaptability, Universal Design and Visitability Features:

- (a) All new construction units must include all of the accessibility, adaptability, universal design and visitability features listed below.
- (b) All rehabilitation units are strongly encouraged to include as many of the accessibility, adaptability, universal design and visitability features listed below as are structurally and financially feasible within the scope of the rehabilitation work utilizing a capital needs assessment performed during the credit underwriting process. If a construction feature is

being altered within the scope of the rehabilitation work, then the feature must meet the requirements listed below.

- (c) Proposed Developments that primarily serve persons with physical disabilities must include all required accessibility, adaptability, universal design and visitability features listed below in all new construction units and rehabilitation units. Applicants must include the costs of the features listed below that are planned for the Development in the Development Cost Pro Forma submitted with the Application.
- 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;
  - Toilet 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;
  - Ten percent of the total units shall be fully accessible in accordance with the 2010 ADA Standards for Accessible Design. The fully accessible units shall provide mobility features that comply with the Residential Dwelling Units provision of the 2010 ADA Standards for Accessible Design; and
  - Four percent of the total units shall also be accessible to persons with visual and hearing impairments and shall comply with the communication features described for Residential Dwelling Units with Communication Features in the 2010 ADA Standards for Accessible Design. The 2010 ADA Standard for Accessible Design is available on the Corporation's Website under the Multifamily Programs link labeled Related References and Links (also accessible by clicking [here](#)).
- d. Developments with the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment (at question 4.e.(1) of Exhibit A) will be required to provide a minimum of one elevator per residential building if the Development consists of more than one story.

## 6. Required Resident Services:

All proposed Developments will be required to provide the following:

### a. Resident Community-Based Services Coordination –

For the focus 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 focus 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 Special Needs households served. Resident Services Coordination shall be offered and made available to Special Needs Household residents initially and regularly. Resident use of or

participation in resident services is voluntary and 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 the Corporation, in conjunction with State Agencies, or their designee(s) that administer publicly funded supportive services for the focus households.

The Applicant shall commit to provide an annual service coordination status report to the Corporation 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.

b. Staff On-Site 24 Hours Per Day –

Applicant shall provide staff 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 staff 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 staff receiving a resident call and how staff shall 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. If the Development consists of Scattered Sites, staff must, at a minimum, be on the Scattered Site with the most units 24 hours a day, 7 days a week, but staff must be available and provide the same resident program services to all the Development’s residents.

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



## 8. Total Development Cost Per Unit Limitation:

The Corporation shall limit the Total Development Cost (TDC) per unit for all Developments categorized by the construction type of the units as indicated by the Applicant in the RFA. The maximum amounts are provided on the TDC Per Unit Limitation chart set out below (the maximum TDC per unit exclusive of land costs, applying any applicable TDC multiplier) and will be tested during the scoring of the RFA, during the credit underwriting process, and during the final allocation process, as outlined below.

These TDC limitation amounts are effective from the Application Deadline through Final Cost Certification.

Measure	New Construction Units				Rehabilitation Units	
	Garden Wood*	Garden Concrete*	Mid-Rise-Wood*	Mid-Rise-Concrete*	Garden*	Non-Garden*
Maximum TDC Per Unit exclusive of Land Costs	\$163,000	\$196,000	\$196,000	\$216,000	\$137,000	\$193,000
TDC Multipliers (to be applied against the Development's TDC)						
Homeless / Persons with Special Needs				90%		

\* Garden includes all Development Types other than Mid-Rise and High Rise; Non-Garden includes Development Types of Mid-Rise with Elevator (4 stories, 5 stories, or 6 stories) and High Rise (7 or more stories); Mid-Rise includes Development Types of Mid-Rise with Elevator (4 stories, 5 stories, or 6 stories) and High Rise (7 or more stories).

- a. Any Application that has an amount that exceeds these limitations will not be eligible to be considered for funding.
- b. Any Applicant that has the Credit Underwriter present a credit underwriting report with an amount that exceeds these limitations by more than 5 percent, taking into consideration an escalation factor for construction costs rising after the Application Deadline of either (i) 1.8 percent for any Applicant with the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment, or (ii) 1.4 percent for any Applicant with the Development Category of Rehabilitation or Acquisition and Rehabilitation, and incorporating any applicable TDC reduction and adjustments processes provided below will receive a negative recommendation by the Credit Underwriter.

Any Applicant that has the Credit Underwriter present a credit underwriting report with an amount that exceeds these limitations, taking into consideration the applicable escalation factor outlined above, will require staff to review the credit underwriting report for compliance to the TDC reduction and adjustment procedure provided below:

- (1) The Developer fee will be limited to the maximum allowable within the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, in all instances. A Developer fee can be earned on qualifying TDC exclusive of land up to the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, but it cannot be earned on costs in excess of said limitation. If the Development costs exceed the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, then the maximum allowable Developer fee will be adjusted as outlined below. The maximum allowable Developer fee

- can be determined by multiplying the applicable TDC Per Unit Base Limitation with respect to the Development as provided in this RFA, inclusive of any applicable escalation factor, by the number of total units in the Development. Second, divide this product by 1.21 and then multiply the result by 21 percent\*. This will yield the maximum allowable Developer fee within the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor.
- (2) Prior to determining any necessary adjustment, if the Developer fee initially stated by the Applicant or Credit Underwriter is in excess of the maximum allowable Developer fee as provided in (1) above, the Developer fee will be reduced to said maximum allowable Developer fee and the TDC will be equally reduced to incorporate the cost reduction.

Subsequent to reducing the Developer fee to the maximum allowable amount, additional adjustments may be necessary if the TDC Per Unit Base Limitation remains exceeded. An adjustment shall be determined by reducing the maximum allowable Developer fee as determined in (1) above dollar-for-dollar for any costs in excess of the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, up to the lesser of (a) the actual amount of costs in excess of the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, (b) \$500,000, or (c) 25 percent of the maximum allowable Developer fee. If after following this Developer fee limitation process, the TDC exclusive of land costs is reduced to be within the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, then the Developer fee adjustment calculation is complete. If the TDC exclusive of land costs remains above the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, then there is an additional Developer fee adjustment, as outlined in (3) below.

- (3) An additional Developer fee adjustment will be initiated to further reduce the allowable Developer fee in the event the TDC exclusive of land (as adjusted above) exceeds the TDC Per Unit Base Limitation. The reduction will be determined by deriving a percentage amount that the TDC exclusive of land costs (as adjusted above) exceeds the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, and multiplying this excess percentage by the amount of the adjusted Developer fee, resulting in a product that is the additional adjustment to the Developer fee. For instance, if the Development's adjusted TDC exclusive of land costs exceeds the limitation, inclusive of any applicable escalation factor, by 4 percent, then the allowable Developer fee is further reduced by 4 percent. Once this step is complete, there is no further Developer fee adjustment or corresponding cost savings to be incorporated into the TDC as a result of having a TDC exclusive of land costs that exceeds the limitation.

As a note, if the Developer fee in the credit underwriting report is already at or below this allowable Developer fee, then there is no additional adjustment to be incorporated into the Developer fee. This also means there are no corresponding costs savings to reduce the TDC since all TDC cost reductions stemming from this process are coming from reducing the Developer fee. If the Developer fee in the credit underwriting report needs to be reduced to incorporate any adjustment as provided above, then as the Developer fee is reduced, so is the TDC in order to incorporate the reduced Developer fee cost.

For example:

A 60-unit development with a Development Category of New Construction and a Development Type of Garden Concrete reports a TDC of \$13,130,000, inclusive of a stated Developer fee of \$2,350,000, and exclusive of land at time of credit underwriting, and also prior to any adjustment:

***Calculate TDC Limitation for the Development and Maximum Allowable Developer fee***

- 1.(a) TDC Per Unit Base Limitation, inclusive of any applicable escalation factor:  
\$196,000 Per Unit x (1 + 1.8% = \$199,528 Per Unit).
- 1.(b) Determine TDC Limitation for the Development: \$199,528 Per Unit x 60 units = \$11,971,680.
- 1.(c) Implied maximum Development Cost per the limitation: \$11,971,680 ÷ 1.21 = \$9,893,950 (assumes no operating reserves).
- 1.(d) Determine maximum allowable Developer fee within the limitation (prior to any developer fee adjustment): \$9,893,950 x 21% = \$2,077,729.

***First Developer fee/TDC adjustment Calculation Methodology (If necessary)***

- 2.(a)(i) Is the stated Developer fee greater than the maximum allowable? \$2,350,000 > \$2,077,729.
- 2.(a)(ii) If the response to 2.(a)(i) is yes, then determine the excess: \$2,350,000 - \$2,077,729 = \$272,271 (excess Developer fee and excess TDC).
- 2.(b) Reduce the stated Developer fee to the lesser of maximum allowable or stated fee and reduce the stated TDC by an equal amount: \$2,350,000 - \$272,271 = \$2,077,729; \$13,130,000 - \$272,271 = \$12,857,729.
- 2.(c) Determine if the TDC remains in excess of the limitation: \$12,857,729 - \$11,971,680 = \$886,049.
- 2.(d) Determine the lesser of either (i) \$500,000, (ii) 25 percent of the maximum allowable Developer fee, or (iii) 100% of the excess TDC: 25% x \$2,077,729 = \$519,432; \$500,000 < \$519,432 < \$886,049.
- 2.(e) Apply the lesser of 2(d) above to determine the Maximum allowable Developer fee, subject to the first adjustment: \$2,077,729 - \$500,000 = \$1,577,729.
- 2.(f) TDC reduction due to Developer fee adjustment: \$12,857,729 - \$500,000 = \$12,357,729.

(As a note, this TDC is still greater than the TDC Per Unit Base Limitation, inclusive of any applicable upward adjust so an additional Developer fee adjustment will need to be calculated.)

***Second Developer fee/TDC adjustment Calculation Methodology (If necessary)***

- 3.(a) The percentage the TDC without land (as adjusted above for first adjustment) that exceeds the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor: \$12,357,729 - \$11,971,680 = \$386,049; \$386,049 ÷ \$11,971,680 = 3.22%.

- 3.(b) Additional adjustment:  $3.22\% \times \$1,577,729 = \$50,876$ .
- 3.(c) Final maximum Developer fee, after adjustments:  $\$1,577,729 - \$50,876 = \$1,526,853$ .
- 3.(d) Final adjusted TDC at time of credit underwriting:  $\$12,357,729 - \$50,876 = \$12,306,853$ .
- 3.(e) Verify status of the 5% variance test:  $(\$12,306,853 - \$11,971,680) / \$11,971,680 = 2.80\%$ , which falls under criteria of being less than or equal to 5% above of the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor.
- c. Any Applicant that presents a Final Cost Certification Application (FCCA) that has amounts that exceed the TDC Per Unit Base Limitation, subject to an escalation factor of either (i) 1.8 percent for any Applicant with the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment, or (ii) 1.4 percent for any Applicant with the Development Category of Rehabilitation or Acquisition and Rehabilitation, will require staff to review the FCCA for compliance to the procedure provided below. If the Development has already had its Developer fee adjusted at credit underwriting as provided in 8.b. above and the TDC without land in the FCCA exceeds the TDC without land provided in the credit underwriting report, then the Developer fee will have an additional adjustment to be incorporated as provided in (4) below.
- (1) The Developer fee will be limited to the maximum allowable within the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, in all instances. A Developer fee can be earned on qualifying TDC exclusive of land up to the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, but it cannot be earned on costs in excess of said limitation. If the Development costs exceed the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, then the maximum allowable Developer fee will be adjusted as outlined below. The maximum allowable Developer fee can be determined by multiplying the applicable TDC Per Unit Base Limitation with respect to the Development as provided in this RFA, inclusive of any applicable escalation factor, by the number of total units in the Development. Second, divide this product by 1.21 and then multiply the result by 21 percent\*. This will yield the maximum allowable Developer fee within the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor.
  - (2) Prior to determining any necessary adjustment, if the Developer fee initially stated by the FCCA is in excess of the maximum allowable Developer fee as provided in (1) above, the Developer fee will be reduced to said maximum allowable Developer fee and the TDC will be equally reduced to incorporate the cost reduction.

Subsequent to reducing the Developer fee to the maximum allowable amount, additional adjustments may be necessary if the TDC Per Unit Base Limitation remains exceeded. An adjustment shall be determined by reducing the maximum allowable Developer fee as determined in (1) above dollar-for-dollar for any costs in excess of the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, up to the lesser of (a) the actual amount of costs in excess of the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, (b) \$250,000, or (c) 10 percent of the maximum allowable Developer fee. If after following this Developer fee limitation process, the TDC exclusive of land costs is reduced to be within the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, then the Developer fee adjustment calculation is complete. If the TDC exclusive of land costs remains above the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable

escalation factor, then there is an additional Developer fee adjustment, as outlined in (3) below.

- (3) An additional Developer fee adjustment will be initiated to further reduce the allowable Developer fee in the event the TDC exclusive of land costs (as adjusted above) exceeds the TDC Per Unit Base Limitation. The reduction will be determined by deriving a percentage amount that the TDC exclusive of land costs (as adjusted above) exceeds the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor and multiplying this excess percentage by the amount of the adjusted Developer fee, resulting in a product that is the additional adjustment to the Developer fee. For instance, if the Development's adjusted TDC exclusive of land costs exceeds the limitation, inclusive of any applicable escalation factor, by 4 percent, then the allowable Developer fee is further reduced by 4 percent. Once this step is complete, there is no further Developer fee adjustment or corresponding cost savings to be incorporated into the TDC as a result of having a TDC exclusive of land costs that exceeds the limitation.

As a note, if the Developer fee in the FCCA is already at or below this allowable Developer fee, then there is no additional adjustment to be incorporated into the Developer fee. This also means there are no corresponding costs savings to reduce the TDC since all TDC cost reductions stemming from this process are coming from reducing the Developer fee. If the Developer fee in the FCCA needs to be reduced to incorporate any penalties provided above, then as the Developer fee is reduced, so is the TDC in order to incorporate the reduced Developer fee cost.

- (4) For those Developments that have already had its Developer fee adjusted at credit underwriting as provided in 8.b. above and whose TDC without land in the FCCA exceeds the TDC without land provided in the credit underwriting report, the allowable Developer fee will incorporate an additional adjustment. This additional Developer fee adjustment will be the lesser of (a) the difference between the amount of TDC exclusive of land costs as reported in the FCCA that is in excess of the TDC exclusive of land costs provided in the credit underwriting report, (b) \$250,000, or (c) 10 percent of the allowable Developer fee reported in the credit underwriting report. If the Developer fee in the FCCA is already equal to or less than the allowable Developer fee as determined with the incorporation of this additional Developer fee adjustment, then neither the Developer fee nor the TDC is further reduced.

For example:

Assuming the Development in the example provided in 8.b. above provides a FCCA with a TDC exclusive of land costs of \$500,000 higher than the TDC exclusive of land costs provided in the credit underwriting report, but the Developer fee is the same as provided in the credit underwriting report of \$1,526,853. The additional Developer fee adjustment will be the lesser of (a) \$500,000 (the new excess costs), (b) \$250,000 (the maximum dollar limit of this additional Developer fee adjustment), or (c) \$152,685 (10% of the allowable Developer fee reported in the credit underwriting report).

Since (c) is the lowest of the three options, the allowable Developer fee and the TDC will both be lowered by \$152,685. The allowable Developer fee will be \$1,374,168 (the allowable Developer fee reported in the credit underwriting report of \$1,526,853, less the adjustment of \$152,685). The TDC exclusive of land costs in the FCCA would be adjusted to \$12,654,168 (\$12,306,853 from the credit underwriting report plus \$500,000 of new additional costs less \$152,685 for the reduction in allowable Developer fee).

\*These figures represent the applicable Developer fee percentage for the Development (21%) and one plus the applicable Developer fee percentage for the Development (1+21%).

## 9. Leveraging

### a. Calculating the Set-Aside Units:

The total number of set-aside units for each eligible Application will be computed by multiplying the total number of units within the proposed Development by the highest Total Set-Aside Percentage the Applicant committed to as stated in the last row of the set-aside breakdown chart in the Set-Aside Commitment section of the Application. Results that are not a whole number will be rounded up to the next whole number.

### b. A/B Leveraging Classification:

All eligible Applications will be classified as either Group A or Group B based on the amount of total Corporation funding per set-aside unit, as outlined below. For purposes of this provision, the total Corporation funding amount includes the Housing Credit and SAIL amounts, but excludes the ELI Gap funding amount.

The Corporation will calculate the total Corporation funding per set-aside unit for each Application, as follows:

(1) The Application's total Corporation funding amount will be determined by multiplying the Eligible Housing Credit Request Amount by 9.0; then adding that product to the Eligible SAIL Request Amount, resulting in the total Corporation funding amount. This amount may be further adjusted if the proposed Development meets all of the requirement of either (a) or (b) below:

(a) If the proposed Development meets all of the following requirements, the total Corporation funding amount will be multiplied by 0.785:

- Applicant selected the Development Type of either Mid-Rise, 5 to 6-stories or High Rise (at question 4.f. of Exhibit A) and at least 90 percent of the total units are in the Mid-Rise or High Rise building(s), and
- Applicant selected the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment (at question 4.e.(1) of Exhibit A).

(b) If the proposed Development meets all of the following requirements, the total Corporation funding amount will be multiplied by 0.865:

- Applicant selected the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment (at question 4.e.(1) of Exhibit A), and
- The proposed Development met the requirements to be considered concrete construction (at question 4.e.(2) of Exhibit A).

(2) To determine each eligible Application's Leveraging Classification, all eligible Applications will be listed in ascending order beginning with the Application that has the

lowest amount of total Corporation funding per set-aside unit and ending with the Application that has the highest amount of total Corporation funding per set-aside unit.

The total number of eligible Applications will be multiplied by 90 percent and the resulting figure will be rounded up to the next whole number (the resulting figure after rounding will be referred to as the “A/B Cut-Off”). A line will be drawn below the Application whose place on the list is equal to the A/B Cut-Off. If any Application(s) below the line has the same total Corporation funding request per set-aside unit as the Application immediately above the line, the line will be moved to a place immediately below that Application(s). Applications above the A/B Cut-Off will be classified as Group A and Applications below the A/B Cut-Off will be classified as Group B.

#### **10. Florida Job Creation Preference:**

Each Application will be measured to determine whether it qualifies for the Florida Job Creation Preference. To determine eligibility for the preference, the Corporation will calculate the Application’s Florida Job Creation score, which will reflect the number of Florida jobs per \$1 million of Corporation funding. For purposes of this provision, Corporation funding includes Housing Credit and SAIL funding, but excludes ELI Gap funding.

Applicants with a Development with new construction units (inclusive of redevelopment) must earn a score equal to or greater than 14 for those new construction units and Applicants with a Development with rehabilitation units (with or without acquisition) must earn a score equal to or greater than 8 for those rehabilitation units in order to qualify for the Florida Job Creation Preference in Section Four B of the RFA. For Applicants with a Development with both new construction and rehabilitation units, a pro-rata share of each relative minimum qualifying score must be earned.

Determination of the Florida Job Creation score will be based on the following information:

- The number of new construction and/or rehabilitation units committed to by the Applicant (as stated by the Applicant at question 4.c. of Exhibit A of the RFA);
- The applicable Florida job creation rate for the type of units:
  - Rate of 3.376 Florida Jobs per Unit for proposed new construction units;
  - Rate of 1.534 Florida Jobs per Unit for proposed rehabilitation units;
- The Eligible Housing Credit Request Amount; and
- The Eligible SAIL Request Amount.

The score for the Florida Rate of Job Creation per \$1 million of Corporation funding will be measured using one of the following calculations:

- a. Developments consisting of only new construction units:

Number of new construction units x 3.376 Florida Jobs per Unit x 1,000,000 / (the sum of the Eligible Housing Credit Request Amount x 9.0 plus the Eligible SAIL Request Amount) = Florida Jobs per \$1 million of Corporation funding.

For example:

Application A consists of 60 new construction units, has an Eligible Housing Credit Request Amount of \$1,070,000 and has an Eligible SAIL Request Amount of \$2,275,000.

$$60 \times 3.376 \times 1,000,000 / (1,070,000 \times 9.0 + 2,275,000) = \text{Florida Job Creation score of } 17.015.$$

The minimum Florida Job Creation score needed to earn the preference for this example is 14 and with a score of 17.015, this Applicant would earn the Florida Job Creation tie-breaker preference.

b. Developments consisting of only rehabilitation units:

Number of rehabilitation units x 1.534 Florida Jobs per Unit x 1,000,000 / (the sum of the Eligible Housing Credit Request Amount x 9.0 plus the Eligible SAIL Request Amount) = Florida Jobs per \$1 million of Corporation funding.

For example:

Application B consists of 50 rehabilitation units, has an Eligible Housing Credit Request Amount of \$425,000 and an Eligible SAIL Request Amount of \$1,175,000.

$$50 \times 1.534 \times 1,000,000 / (425,000 \times 9.0 + 1,175,000) = \text{Florida Job Creation score of } 9.204.$$

The minimum Florida Job Creation score needed to earn the preference for this example is 8 and with a score of 9.204, this Applicant would earn the Florida Job Creation tie-breaker preference.

c. Developments consisting of both new construction units and rehabilitation units:

(Number of new construction units x 3.376 Florida Jobs per Unit + number of rehabilitation units x 1.534 Florida Jobs per Unit) x 1,000,000 / (the sum of the Eligible Housing Credit Request Amount x 9.0 plus the Eligible SAIL Request Amount) = Florida Jobs per \$1 million of Corporation funding.

For example:

Application C consists of 26 new construction units and 24 rehabilitation units, has an Eligible Housing Credit Request Amount of \$810,000 and an Eligible SAIL Request Amount of \$1,890,000.

$$[(26 \times 3.376) + (24 \times 1.534)] \times 1,000,000 / (810,000 \times 9.0 + 1,890,000) = \text{Florida Job Creation score of } 13.572.$$

The minimum Florida Job Creation score needed to earn the preference for this example is 11.12 (calculated as follows:  $[(26 \times 14) + (24 \times 8)] / (26 + 24) = 11.12$ ) and with a score of 13.572, this Applicant would earn the Florida Job Creation tie-breaker preference

## 11. Fees:

The Corporation and, if applicable, the Credit Underwriter shall collect via check or money order from the Applicant the following fees and charges in conjunction with the HC Program. Failure to pay any fee shall cause the allocation to be withdrawn as outlined in the Carryover Allocation Agreement and the credit underwriting and program requirements outlined in Rule Chapter 67-48, F.A.C.



a. Application Fee:

All Applicants requesting funding shall submit to the Corporation as a part of the Application submission a non-refundable Application fee of \$3,000.00.

b. Credit Underwriting Fees:

The following fees are not the fees that will be charged, but are listed below for estimation purposes of completing your pro-forma in the Application. The actual fees will be determined based on the current contract and any addendum for services between the Corporation and the Credit Underwriter(s) in effect at the time underwriting begins.

(1) Initial fee:

<b>Programs</b>	<b>Primary Program Fee</b>		<b>Multiple Program Fees</b>	<b>Total</b>
HC, SAIL, and ELI Gap	\$12,790 – SAIL and ELI Gap	+	\$4,096 –HC	\$16,886

(2) Re-underwriting fee: \$167 per hour, not to exceed \$7,417

If a Development involves Scattered Sites of units within a single market area, a single credit underwriting fee shall be charged. Any Development requiring further analysis by the Credit Underwriter pursuant to Section 42(m)(2) of the IRC and/or Rule Chapter 67-48, F.A.C., will be subject to a fee based on an hourly rate determined pursuant to contract between the Corporation and the Credit Underwriter. All Credit Underwriting fees shall be paid by the Applicant prior to the performance of the analysis by the Credit Underwriter.

(3) Extraordinary Services fee: \$167 per hour.

c. HC Administrative Fees:

With respect to the HC Program, each Non-Profit Applicant shall submit to the Corporation a non-refundable administrative fee in the amount of 5 percent of the stated annual Housing Credit Allocation. The administrative fee must be received by the Corporation as stated in the Preliminary Allocation.

d. Compliance Monitoring Fees:

The following fees are not the fees that will be charged, but are listed below for estimation purposes of completing your pro-forma in the Application. The actual fees will be determined based on the current contract and any addendum for services between the Corporation and the Compliance Monitor(s).

(1) HC Pre-Final Allocation Compliance Monitoring Fee:

A fee comprised of a base fee of \$1,872 + an additional fee per set-aside unit of \$9.56, subject to a minimum of \$2,928, to be collected as stated in the Preliminary Housing Credit Allocation or Carryover Allocation Agreement.

(2) Annual Compliance Monitoring Fee –

Programs	Primary Program Fee		Multiple Program Fees
HC, SAIL, and ELI Gap	HC:  A total annual fee comprised of a base fee of \$156 per month + an additional fee per set-aside unit of \$9.56 per year, subject to a minimum of \$244 per month, and subject to adjustment annually, but not decreased, based on the South Region Consumer Price Index for the twelve month period ending each November 30 <sup>th</sup> , which this automatic increase shall not exceed 3 percent of the prior year's fee.	+	\$871 – SAIL + \$871 – ELI Gap

(3) Follow-up Review - \$167 per hour.

e. Commitment Fees:

With respect to the SAIL Program and ELI Gap funding, each Applicant to which a firm commitment is granted shall submit to the Corporation a non-refundable commitment fee of 1 percent of the SAIL loan amount and ELI Gap funding amount upon acceptance of the firm commitment.

- (1) Non-Profit sponsors who provide a certification indicating that funds will not be available prior to closing shall be permitted to pay the commitment fee at closing.
- (2) All Applicants shall remit the commitment fee payable to the Florida Housing Finance Corporation.

f. Loan Closing Extension Fees:

In the event the SAIL loan and ELI Gap funding loan do not close within the timeframes prescribed, extension fees will be assessed. Each loan must close within 12 months of the date of the invitation to enter credit underwriting (preliminary loan commitment). Applicants may request one (1) extension of up to 12 months related to this closing deadline. The Corporation shall charge a non-refundable extension fee of 1 percent of each loan amount if the Board approves the request to extend the preliminary commitment beyond the initial 12 month closing deadline. In addition, each loan related to the construction of the Development must close within 180 Calendar Days 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 for an extension term of up to 90 Calendar Days. The Corporation shall charge an extension fee of one-half of one percent of each loan amount if the Board approves the request to extend the firm commitment.

g. Loan Servicing Fees:

The following fees are not the fees that will be charged, but are listed below for estimation purposes of completing your pro-forma in the Application. The actual fees will be based on the current contract and any addendum for services between the Corporation and the Servicer(s).

(1) Construction Loan Servicing Fees:

SAIL loans each have a Construction Loan Servicing Fee to be paid as indicated. The following fees are listed for estimation purposes whereby the actual fees will be determined

based on the current contract and any addendum for services between the Corporation and Servicer(s).

- \$167 per hour for an in-house review of a draw request, up to a maximum of \$2,047 per draw.
- \$167 per hour for on-site inspection fees, up to a maximum of \$1,664 per draw.
- \$167 per hour for extraordinary services

(2) Permanent Loan Servicing Fees:

SAIL loans each have a Permanent Loan Servicing Fee to be paid annually. The following fee is listed for estimation purposes whereby the actual fees will be determined based on the current contract and any addendum for services between the Corporation and Servicer(s).

Annual fee of 25 bps of the outstanding loan amount, with a minimum monthly fee of \$200 and a maximum monthly fee of \$798, and an hourly fee of \$167 for extraordinary services.

h. Additional HC Fees:

(1) If the Applicant requests permission to return its HC allocation and receive a new HC allocation and such request is approved, whether by the Executive Director in accordance with the QAP or as approved by the Board, the Applicant will be charged a nonrefundable processing fee of \$15,000 per request.

(2) HC Applicants shall be responsible for all processing fees related to the HC Program.

i. Additional SAIL Fees:

SAIL Applicants will be responsible for all fees associated with the Corporation's legal counsel related to the SAIL Program based on the current contract for services between the Corporation and the legal counsel.

j. Additional ELI Gap Funding Fees:

Applicants receiving ELI Gap funding will be responsible for all fees associated with the Corporation's legal counsel related to the ELI Gap funding.

k. Development Cost Pro Forma:

All fees set forth above with respect to the SAIL Program and Gap Loan amount are part of Development Cost and can be included in the Development Cost Pro Forma and paid with loan proceeds.

l. Assumption/Renegotiation Fees:

For all loans, excluding MMRB, where the Applicant is requesting a sale and/or transfer and assumption of the loan, the borrower or purchaser shall submit to the Corporation a non-refundable assumption fee of one-tenth of one percent of the loan amount.

For all loans, excluding MMRB, where the Applicant is requesting a renegotiation of the loan, the borrower shall submit to the Corporation a non-refundable renegotiation fee of one-half of one percent of the loan amount.

For all loans, excluding MMRB, where the Applicant is requesting an extension of the loan term, the borrower shall submit to the Corporation a non-refundable extension fee of one-tenth of one percent of the loan amount. If the extension is associated with a renegotiation of the loan, then only the renegotiation fee will be charged.

## **12. Identity of Remaining Members of Development Team:**

Within 7 Calendar Days of the date of the invitation to enter credit underwriting, the following information must be provided to the Corporation. For purposes of this provision, the Applicant must use the verification forms (Forms Rev. 01-14) which are available by clicking [here](#).

- a. Identify any inexperienced co-Developer(s) by providing the name, address, telephone and facsimile numbers, e-mail address, and the relationship of the co-Developer to the Applicant.
- b. Identify the Management Company by providing the completed and executed Florida Housing Finance Corporation Management Company or Principal of Management Company General Management Experience Certification form.
- c. Identify the General Contractor by providing the completed and executed Florida Housing Finance Corporation General Contractor or Qualifying Agent of General Contractor Certification form.
- d. Identify the Architect by providing the completed and executed Florida Housing Finance Corporation Architect Certification form.
- e. Identify the Attorney by providing the completed and executed Florida Housing Finance Corporation Attorney Certification for Housing Credits form.
- f. Identify the Accountant by providing the completed and executed Florida Housing Finance Corporation certification of Accountant form.

## **13. Certification of Ability to Proceed:**

Within 21 Calendar Days of the date of the invitation to enter credit underwriting, the following information must be provided to the Corporation. For purposes of this provision, the Applicant must use the verification forms (Forms Rev. 01-14) which are available by clicking [here](#).

- a. Submission of the completed and executed Florida Housing Finance Corporation Local Government Verification of Status of Site Plan Approval for Multifamily Developments form.
- b. Submission of the completed and executed Florida Housing Finance Corporation Local Government Verification that Development is Consistent with Zoning and Land Use regulations form or the completed and executed Florida Housing Finance Corporation Local Government Verification that Permits are not Required for this Development form, as applicable.
- c. Evidence from the Local Government or service provider, as applicable, of the availability of infrastructure as of Application Deadline, as follows:
  - (1) Electricity: Submission of the completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Electricity form or a letter from the service provider which is dated within 12 months of the Application Deadline, is Development specific, and specifically states that electricity service is available to the proposed Development as of the Application Deadline.

- (2) Water: Submission of the completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Water form or a letter from the service provider which is dated within 12 months of the Application Deadline, is Development specific, and specifically states that water service is available to the proposed Development as of the Application Deadline.
  - (3) Sewer: Submission of the completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Sewer Capacity, Package Treatment, or Septic Tank form or a letter from the service provider which is dated within 12 months of the Application Deadline, is Development specific, and specifically states that sewer service is available to the proposed Development as of the Application Deadline.
  - (4) Roads: Submission of the completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Roads form or a letter from the Local Government which is dated within 12 months of the Application Deadline, is Development specific, and specifically states that Roads are available to the proposed Development as of the Application Deadline.
- d. Submission of the completed and executed Florida Housing Finance Corporation Verification of Environmental Safety Phase I Environmental Site Assessment form, and, if applicable, the completed and executed Florida Housing Finance Corporation Verification of environmental Safety Phase II Environmental Site Assessment form.

**Exhibit D to RFA-2014-107 - FOR THE FINANCING OF PERMANENT SUPPORTIVE HOUSING WITH A PRIORITY TO ASSIST VETERANS WITH A DISABLING CONDITION THAT LACK PERMANENT AND STABLE HOUSING**

Applicants requesting SAIL funding must follow the credit underwriting and program requirements for the SAIL Program as outlined in Rule Chapter 67-48, F.A.C.

SAIL Applicants receiving ELI Gap funding must follow the credit underwriting and program requirements for the ELI Gap Loan as outlined below.

**Part I. Credit Underwriting Procedures for ELI Gap Loan:**

1. The invitation to enter credit underwriting constitutes a preliminary commitment for the ELI Gap Loan.
2. The credit underwriting for the ELI Gap Loan will be accomplished along with the credit underwriting for the SAIL Loan. The Credit Underwriter may request additional information at any time during the credit underwriting process for the ELI Gap Loan.
3. The Credit Underwriter's loan recommendations for the ELI Gap Loan will be sent to the Board for approval at the time the SAIL Loan recommendations are sent.
4. A firm loan commitment for the ELI Gap Loan will be issued at the time the firm loan commitment for the SAIL Loan is issued.
5. The ELI Gap Loan must close by deadlines outlined in Rule Chapter 67-48, F.A.C., for the SAIL Loan.

**Part II. Terms and Conditions of the ELI Gap Loan:**

ELI Gap Loans will be subject to the credit underwriting provisions outlined in Part I. above and the loan provisions outlined below:

1. The terms and conditions of the ELI Gap Loan shall be as follows:
  - a. The ELI Gap Loan may be in a first, second, or other subordinated lien position;
  - b. The ELI Gap Loan shall:
    - (1) Have the amount based on the funding requirements set forth in this RFA; and
    - (2) Be non-amortizing at 0 percent simple interest per annum over the life of the ELI Gap Loan, with the principal forgivable at maturity provided the units for which the ELI Gap Loan amount is awarded are targeted to ELI Households for the duration of the Compliance Period. The minimum term of the ELI Gap Loan is 15 years;
  - c. Any sale, conveyance, assignment, or other transfer of interest or the grant of a security interest in all or any part of the title to the Development other than a superior mortgage shall be subject to

- the Corporation's prior written approval. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request;
- d. The ELI Gap Loan shall be serviced either directly by the Corporation or by the Corporation's servicer on behalf of the Corporation;
  - e. The Corporation and the Corporation's servicer shall monitor compliance of all terms and conditions of the Loan and shall require that certain terms and conditions be embodied in the Land Use Restriction Agreement and recorded in the public records of the county wherein the Development is located. Violation of any material term or condition of the documents evidencing or securing the Loan shall constitute a default during the term of the Loan if not appropriately cured. The Corporation shall take appropriate legal action to effect compliance if a violation of any material term or condition relative to the set-aside of units for ELI Households is discovered during the course of compliance monitoring or by any other means;
  - f. The Corporation shall require adequate insurance to be maintained on the Development as determined by the first mortgage lender or the Corporation's servicer, but which shall, in any case, include fire, hazard and other insurance sufficient to meet the standards established in Part IIIA, Section 322 of the Fannie Mae Multifamily Delegated Underwriting and Servicing (DUS) Guide, effective April 29, 2011, as updated, which is available on the Corporation's Website under the link labeled Multifamily Programs/Related References (also accessible by clicking [here](#));
  - g. All ELI Gap Loans shall be in conformance with applicable federal and state statutes, including the Fair Housing Act as implemented by 24 CFR Part 100 and Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35;
  - h. Rent controls for the ELI Set-Aside units for which the ELI Gap Loan is issued shall be restricted at the level applicable for federal Housing Credits;
  - i. The documents creating, evidencing or securing each ELI Gap Loan must provide that any violation of the terms and conditions described in this Exhibit to the RFA constitutes a default under the ELI Gap Loan documents allowing the Corporation to accelerate its loan and to seek foreclosure as well as any other remedies legally available to it; and
  - j. The affordability period committed to in this RFA includes the units set aside for ELI Households. However, after 15 years all of the ELI Set-Aside units may convert to serve residents at or below 60 percent AMI.
2. The ELI Gap Loan shall be assumable upon sale or transfer of the Development if the following conditions are met:
    - a. The proposed transferee meets all specific Applicant identity criteria which were required as conditions of the original loan;
    - b. The proposed transferee agrees to maintain all ELI Set-Asides and other requirements of the ELI Gap Loan for the period originally specified or longer; and
    - c. The proposed transferee and release of transferor receives a favorable recommendation from the Credit Underwriter and approval by the Board of Directors of the Corporation.

All assumption requests must be submitted in writing to the Director of Special Assets and contain the specific details of the transfer and assumption. In addition to any related professional fees, the Corporation shall charge a non-refundable assumption fee as outlined in this RFA.

3. ELI Gap Loan construction disbursements and permanent loan servicing shall be based on the following:
  - a. ELI Gap Loan proceeds shall be disbursed during the construction phase in an amount per Draw which does not exceed the ratio of the ELI Gap Loan to the Total Development Cost, unless approved by the Credit Underwriter;
  - b. Ten (10) business days prior to each Draw, the Applicant shall supply the Corporation's servicer, as agent for the Corporation, with a written request executed by the Applicant for a Draw. The request shall set forth the amount to be paid and shall be accompanied by documentation specified by the Corporation's servicer including claims for labor and materials to date of the last inspection;
  - c. The Corporation and its servicer shall review the request for a Draw, and the servicer shall provide the Corporation with approval of the request or an alternative recommendation, after the title insurer provides an endorsement to the policy of title insurance updating the policy to the date of the current Draw and increasing the insurance coverage to an amount equal to the sum of all prior Draws and the current Draw;
  - d. The Corporation shall disburse construction Draws through Automated Clearing House (ACH). The Applicant may request disbursement of construction Draws via a wire transfer. The Applicant will be charged a fee of \$10 for each wire transfer requested. This charge will be netted against the Draw amount;
  - e. The Corporation shall elect to withhold any Draw or portion of any Draw, notwithstanding any documentation submitted by the Applicant in connection with the request for a Draw, if:
    - (1) The Corporation or the Corporation's servicer determines at any time that the actual cost budget or progress of construction differs from that as shown on the loan documents; or
    - (2) The percentage of progress of construction of the improvements differs from that shown on the request for a Draw;
  - f. The servicer may request submission of revised construction budgets;
  - g. Based on the Applicant's progress of construction, if the Corporation determines that further analysis by the Credit Underwriter is required prior to the release of the final Draw, the Applicant shall pay to the Credit Underwriter a fee based on an hourly rate determined pursuant to the contract between the Corporation and the Credit Underwriter; and
  - h. Retainage in the amount of 10 percent per Draw shall be held by the servicer during construction until the Development is 50 percent complete. At 50 percent completion, no additional retainage shall be held from the remaining Draws. Release of funds held by the Corporation's servicer as retainage shall occur pursuant to the ELI Gap Loan Agreement.