

**REQUEST FOR APPLICATIONS 2018-108**

**Financing for the Development of Housing for Persons with  
A Disabling Condition or Developmental Disabilities**

**Issued By:**

**FLORIDA HOUSING FINANCE CORPORATION**

**Issued: March 21, 2018**

**Due: April 24, 2018**

## **SECTION ONE INTRODUCTION**

This Request for Applications (RFA) is open to Non-Profit Applicants proposing the development of independent Permanent Supportive Housing for either (i) persons with a Disabling Condition that also includes a portion of units for Homeless individuals and families; or (ii) Persons with Developmental Disabilities. Non-Profit Applicant entities may consist of either 100 percent Non-Profit entities or joint ventures between Non-Profit and For-Profit entities, if the Applicant meets the definitions of Non-Profit, as defined in Rule Chapter 67-48, F.A.C.

The intent of this RFA is to help communities address the significant need for independent Permanent Supportive Housing for some of their most vulnerable individuals that are living in more restrictive settings due to the lack of stable housing and coordinated access to appropriate community-based healthcare and supportive services. This RFA proposes to utilize Competitive Housing Credits (HC) in conjunction with State Apartment Incentive Loan (SAIL) funding, or grants.

**A. Competitive HC, made available for all Applicants**

Florida Housing Finance Corporation (the Corporation) is required by section 420.507(48), F.S., to reserve 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 Persons with a Disabling Condition and their families or Persons with Developmental Disabilities, in communities throughout the state.

The Corporation expects to offer an estimated \$2,465,000 of Competitive Housing Credits available to proposed Developments under this RFA for either housing for persons with Disabling Conditions or Persons with Developmental Disabilities.

**B. SAIL available for Applications for persons with Disabling Conditions**

The Corporation expects to offer an estimated \$4,000,000 of SAIL for housing for persons with Disabling Conditions. A portion of this funding may be used as an ELI Loan for ELI Set-Aside Units as further described in Section Four, A.10.a.(2)(b) of the RFA. The ELI loan is a forgivable loan.

**C. Grants available for Persons with Developmental Disabilities**

The Corporation expects to offer an estimated \$4,000,000 in grants for housing for Persons with Development Disabilities.

The Corporation is soliciting applications from qualified Applicants that commit to provide housing in accordance with the terms and conditions of this RFA, inclusive of all Exhibits to this RFA, applicable laws, rules 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 Exhibit B, in Rule Chapters 67-48 and 67-60, F.A.C., or in applicable federal regulations.

## SECTION THREE PROCEDURES AND PROVISIONS

### A. Submission Requirements

1. The Application Deadline is **11:00 a.m., Eastern Time, on April 24, 2018**. To meet the submission requirements, prior to the Application Deadline the Applicant must do all of the following for its Application:
  - a. The Applicant must download and complete the following documents found on the Corporation Website at <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-108> (also available by clicking [here](#)):
    - (1) The Application;
    - (2) The Development Cost Pro Forma; and
    - (3) The Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16) ("Principals Disclosure Form"). A Principals Disclosure Form that was approved during the Advance Review Process, which is described in Section Four A.3.d. of the RFA, may be used to satisfy this requirement, provided the form was approved for the type of funding being requested (i.e. Housing Credits or non-Housing Credits).

The download process may take several minutes. Applicants should save these three (3) documents with a file name that is unique to the specific Application.

- b. Next, when the Applicant is ready to submit the completed Application, Development Cost Pro Forma and Principals Disclosure form (the "Complete Online Submission Package") to the Corporation, the Applicant must go to the webpage <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-108> (also available by clicking [here](#)) and click the link to login and upload the Complete Online Submission Package consisting of these three (3) documents. To upload the Complete Online Submission Package, a username and password must be entered. If the Applicant has not previously created a username and password, the Applicant will need to create one prior to the upload process.
    - c. After successfully logging in, the Applicant must click "Upload Application." The Applicant must also enter the Development Name, click "Browse" to locate the completed Application, Development Cost Pro Forma and Principals Disclosure form that were saved on the Applicant's computer; and then click "Upload

Selected File.” (Note: Hard copies of all attachments are not uploaded. The hard copies must be included with the printed copies of the Complete Online Submission Package as provided in e. below.) If the Applicant received an approved Principals Disclosure Form through the Advance Review Process, the approved form is what should be uploaded with the Application and Development Cost Pro Forma. The selected Application will then be listed as an Uploaded Application (consisting of the three (3) documents comprising the Complete Online Submission Package), and its assigned Response Number will be visible in the first column.

- d. Next, to view and print the Uploaded Application (consisting of the Complete Online Submission Package), the Applicant must click “Print Application for Submission to Florida Housing.” The assigned Response Number will be reflected on each page of the printed Uploaded Application. The Applicant must submit three (3) printed copies of the Uploaded Application to the Corporation, as outlined in item e. below.

Note: If the Applicant clicks “Delete” prior to the Application Deadline, the Application will no longer be considered an Uploaded Application and the Applicant will be required to upload the Complete Online Submission Package again in order for these documents to be considered an Uploaded Application. This will generate a new Response Number.

- e. The Applicant must provide to the Corporation by the Application Deadline sealed package(s) containing three (3) printed copies of the final Uploaded Application (consisting of the Complete Online Submission Package) with all applicable attachments, as outlined in Section Four, with each copy housed in a separate 3-ring-binder with numbered divider tabs for each attachment. The final assigned Response Number should be reflected on each page of the printed Application, Development Cost Pro Forma, and Principals Disclosure Form.
  - (1) One (1) printed copy of the complete Uploaded Application with all applicable attachments must be labeled “Original Hard Copy” and must include the following items:
    - (a) The required non-refundable \$3,000 Application fee, payable to Florida Housing Finance Corporation (check or money order only); and
    - (b) The Applicant Certification and Acknowledgement form with an original signature (blue ink preferred).
  - (2) The remaining two (2) printed copies of the complete Uploaded Application with all applicable attachments should be labeled “Copy”.
- f. 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.

2. 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, these Applications 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:

Marisa Button  
Director of Multifamily Allocations  
Florida Housing Finance Corporation  
227 N. Bronough Street, Suite 5000, Tallahassee, FL 32301

If any of the hard copies of Exhibit A (the Application), the Development Cost Pro Forma, and/or the Principals of the Applicant and Developer(s) Disclosure Form are not identical to the complete Uploaded Application, the Uploaded Application will be utilized for scoring purposes.

Pursuant to subsection 67-60.004(2), F.A.C., any Applicant may request withdrawal of its Application from a competitive solicitation by filing a written notice of withdrawal with the Corporation Clerk. For purposes of the funding selection process, the Corporation shall not accept any Application withdrawal request that is submitted between 5:00 p.m., Eastern Time, on the last business day before the date the scoring committee meets to make its recommendations until after the Board has taken action on the scoring committee's recommendations, and such Application shall be included in the funding selection process as if no withdrawal request had been submitted. Any funding or allocation that becomes available after such withdrawal is accepted shall be treated as Returned Funding and disposed of according to Section Five B.6. of the RFA.

- 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. Florida Housing 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 the Director of Multifamily Allocations via e-mail at [RFA\\_2018-108\\_Questions@floridahousing.org](mailto:RFA_2018-108_Questions@floridahousing.org) (also accessible by clicking [here](#)) with "Questions regarding RFA 2018-108" as the subject of the email. All inquiries are due by 5:00 p.m., Eastern Time, on April 3, 2018. 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 9, 2018, and will post a copy of all inquiries received, and their answers, on the Corporation's Website at <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-108> (also accessible by clicking [here](#)). 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, including all applicable attachments thereto, each Applicant agrees to the terms and conditions outlined in the RFA and 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, except Corporation legal 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 under this RFA will be subject to the requirements of the RFA, inclusive of all Exhibits, the Application requirements outlined in Rule Chapter 67-60, F.A.C., the requirements outlined in Rule Chapter 67-48, F.A.C., and/or Rule Chapter 67-21, F.A.C., and the Compliance requirements of Rule Chapter 67-53, F.A.C.
  4. **Modifications.** Any modifications that occur to the Request for Application will be posted on the web site and may result in an extension of the deadline. It is the responsibility of the Applicant to check the website for any modifications prior to the Application Deadline.
- G. The Corporation expects to select one (1) or more Applications to award the funding contemplated by this RFA. Any such Applications 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**

Provided below are the instructions to be used in completing Exhibit A of this RFA.

**A. Exhibit A Items**

**1. Submission Requirements**

Applicant Certification and Acknowledgement

The Applicant must include an Applicant Certification and Acknowledgement form, executed by the Authorized Principal Representative, as **Attachment 1** to Exhibit A to indicate the Applicant's certification and acknowledgement of the provisions and requirements of the RFA. The form included in the copy of the Application labeled "Original Hard Copy" must reflect an original signature (blue ink is preferred). The Applicant Certification and Acknowledgement form is provided on the Corporation's Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-108/forms-related-to-rfa-2018-108> (also accessible by clicking [here](#)). Note: If the Applicant provides any version of the Applicant Certification and Acknowledgement form other than the version included in this RFA, the form will not be considered.

**2. Demographic Commitment**

a. Select the Demographic Commitment

(1) Persons with a Disabling Condition Demographic Commitment

(a) Requirements

Applicants that commit to serve the Persons with a Disabling Condition Demographic Commitment will be required to make the following set-aside commitments for a minimum of 50 years:

At least 70 percent of the units in the Development must consist of Permanent Supportive Housing for persons with a Disabling Condition as defined in Section 420.0004(7), F.S.;

AND

At least 20 percent of the units in the Development must consist of Permanent Supportive Housing for individuals and families that meet the definition of Homeless as defined in Section 420.621(5), F.S., (which may be the same units set aside for the persons with a Disabling Condition Demographic Commitment).

(b) Interest Rate

- (i) Applicants that commit to set aside at least 70 percent, but less than 80 percent, of the units in the Development for persons with a Disabling Condition will qualify for a SAIL loan with an interest rate of 0 percent for the percentage of units that are set aside for persons with a Disabling Condition, and an interest rate of 1 percent for the remaining units. For example, a set-aside commitment of 70 percent of the units for persons with a Disabling Condition will have 70 percent at 0 percent and 30 percent at 1 percent, or a blended overall interest rate of 0.30 percent.
- (ii) Applicants that commit to set aside at least 80 percent of the units in the Development for persons with a Disabling Condition will qualify for a SAIL loan with an overall interest rate of 0 percent.

Applicants that commit to the Persons with a Disabling Condition Demographic Commitment should check the box demonstrating the appropriate percentage of total units for the proposed Development's Demographic Commitment. If both boxes are selected or if neither box is selected, it will be assumed that the Applicant is committing to set aside at least 70 percent, but less than 80 percent, of the units in the Development for Persons with a Disabling Condition.

- (iii) The ELI loan is a forgivable loan as further outlined in Exhibit E.

(2) Persons with Developmental Disabilities Demographic Commitment

Applicants that commit to serve the Persons with Developmental Disabilities Demographic Commitment may designate some units as Individual Room Occupancy (IRO) Units as defined in Exhibit B and further explained in Section Four, A.6. of the RFA.

(a) Requirements

Applicants that commit to serve the Persons with Developmental Disabilities will be required to make the following set-aside commitment for a minimum of 50 years:

At least 70 percent of the units in the Development (prior to IRO designation) must consist of Permanent Supportive Housing for Persons with Developmental Disabilities as defined in Section 393.063(12), F.S.

- (b) Due to the likelihood that Persons with Developmental Disabilities may have Mobility Impairments, Applicants that select this Demographic Commitment must at a minimum meet the accessibility, adaptability,



universal design and visitability features requirements outlined in Section Four A.8.c.(1) of the RFA, (“Level 1 Accessibility Requirements”).

(c) Other Grant Funding requirements are outlined in Exhibit G.

- b. For the Corporation to better understand the property proposed, Applicants that select the Persons with a Disabling Condition Demographic Commitment must check the box or boxes at question 2.b. of Exhibit A that specify the defined persons with a Disabling Condition population(s) who the Applicant proposes to serve:
- (1) Adult persons requiring independent living services in order to maintain housing or develop independent living skills and who have a Disabling Condition that currently impairs or is likely to impair their physical mobility; and/or
  - (2) Persons receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans’ disability benefits; and/or
  - (3) Adult persons requiring independent living services in order to maintain housing or develop independent living skills and who have a Disabling Condition that neither currently impairs nor is likely to impair their physical mobility, such as persons with a mental illness.

Due to the likelihood that residents of the subpopulations described in (1) and (2) above may have Mobility Impairments, Applicants that select either (1) and/or (2) above must at a minimum meet the accessibility, adaptability, universal design and visitability features requirements outlined in Section Four A.8.c.(1) of the RFA, (“Level 1 Accessibility Requirements”).

Because residents of the subpopulation described in (3) above are less likely to have Mobility Impairments, Applicants that select (3) above and that do not also select (1) and/or (2) above must at a minimum meet the accessibility, adaptability, universal design and visitability features requirements outlined in Section Four A.8.c.(2) of the RFA, (“Level 2 Accessibility Requirements”).

- c. All Applicants must describe the Persons with a Disabling Condition population(s) and Homeless population(s) to be served; or Persons with Developmental Disabilities population(s) to be served. For example, a subpopulation might be Persons with a Disabling Condition who are chronically homeless with mental illness or veterans with brain or spinal cord injuries. Applicants must provide a detailed description of the resident household characteristics, needs and preferences of the intended residents and how the proposed Development will meet these needs and preferences. This information will be considered by the Corporation when reviewing and scoring the Applicant responses in other sections of the RFA. The Applicant’s description(s) is limited to no more than four (4) typed pages within the text box at question 2.c. of Exhibit A. Note: Although the online Application system allows for more than four (4) pages, any portion of the description that is beyond four (4) pages will not be considered.

**3. Contact Person/Applicant/Developer/Management Company**

a. Contact Person

- (1) Enter the information for the required Authorized Principal Representative. The Authorized Principal Representative (a) must be a natural person Principal of at least one Non-Profit entity of the Applicant listed on the Principal Disclosure Form; (b) must have signature authority to bind the Applicant entity; (c) must sign the Applicant Certification and Acknowledgement form submitted in this Application; and, (d) if funded, will be the recipient of all future documentation that requires a signature.
- (2) A separate Operational Contact Person may be included, if desired. If provided, the Operational Contact Person will be the recipient of any general correspondence associated with the Development activities that does not require a signature. If an Operational Contact Person is not provided, the Authorized Principal Representative will be the recipient of any such documentation.

b. Applicant Information

- (1) The Applicant must state the name of the Applicant.
- (2) 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 2** 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.

The Corporation is aware of the May 1st deadline for filing the annual report with the Division of Corporations and will accept a Certificate of Good Standing for the Applicant that reflects an expiration date of December 31 of either the current year or previous year.

- (3) **Only Non-Profit Applicants are eligible for funding.** To qualify as a Non-Profit Applicant for purposes of this RFA, the Applicant must (i) answer the question demonstrating that it meets the definition of Non-Profit as set out in Rule Chapter 67-48, F.A.C.; and (ii) provide the required information stated below.

The Applicant's Non-Profit status will be verified during credit underwriting. If this cannot be verified, the Applicant will no longer be considered a Non-Profit Applicant and, if the proposed Development was funded to meet the Non-Profit Goal, funding awarded under this RFA may be rescinded.

Provide the following information for the Non-Profit entity that meets the definition stated in Rule Chapter 67-48, F.A.C. as **Attachment 3**:

- (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 or the IRS Form 990 most recently filed with the IRS, but no earlier than 2015, demonstrating that, as of the Application Deadline, one of the purposes of the Non-Profit entity is to foster low-income housing.

The Applicant must remain a Non-Profit entity and the Non-Profit entity must (i) receive at least 25 percent of the Developer's fee, exclusive of the portion of the Developer fee that will fund the Operating Deficit Reserve; and (ii) contractually ensure that it substantially and materially participates in the management and operation of the Development throughout the Compliance Period.

- (4) Principal of the Applicant is a Public Housing Authority

The Applicant should state whether any Principals of the Applicant entity are a Public Housing Authority. To qualify for the "Add-On Bonus" described Section Five, A.1 of the RFA and in Item 1 of Exhibit C, the Public Housing Authority must be reflected on the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16). For purposes of the "Add-On Bonus", the Public Housing Authority must not be disclosed as only the Investor Limited Partner of the Applicant or Investor Member of the Applicant.

- (5) Homeless Assistance Continuum of Care Requirements for All Applicants that selected the Demographic Commitment of Persons with a Disabling Condition

All Applicants that selected the Demographic Commitment of Persons with a Disabling Condition must meet the following requirements specific to its commitment, pursuant to this RFA, to serve Homeless households:

- (a) Provide documentation that the Applicant informed the jurisdiction's Local Continuum of Care lead agency head of its intent to apply for funding to develop housing pursuant to this RFA must be submitted as **Attachment 4**;
- (b) Have an executed agreement to participate in the Continuum of Care's Homeless Management Information System (HMIS); and will contribute data on the Development's tenants to the Continuum of Care's HMIS data system or, if serving Survivors of Domestic Violence, is providing aggregate data reports to the Continuum of Care. The executed agreement shall be required at least 6 months prior to the expected placed in service date; and

- (c) Commit to be a housing provider in the Continuum of Care's Homeless Coordinated Entry system as required by the U.S. Department of Housing and Urban Development.

c. General Developer Information

- (1) The Applicant must state the name of each Developer, including all co-Developers.
- (2) Each Developer entity identified (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 5** 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.

The Corporation is aware of the May 1st deadline for filing the annual report with the Division of Corporations and will accept a Certificate of Good Standing for the Developer(s) that reflects an expiration date of December 31 of either the current year or previous year.

- (3) General Development Experience

To be eligible for funding, at least one natural person Principal of the Developer entity, or if more than one Developer entity, at least one natural person Principal of at least one of the Developer entities, must meet the General Development Experience requirements in (a) and (b) below. To receive five (5) points, the requirements outlined in (c) below must be met.

- (a) General Development Experience Requirement

- (i) Experience

A natural person Principal of at least one experienced Developer entity must have, since January 1, 1998, completed at least three (3) affordable rental housing developments through state or federally funded programs, at least one (1) of which was a Housing Credit development completed since January 1, 2008. 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 (1) of the residential apartment buildings within the development, or (ii) that at least one (1) IRS Form 8609 has been issued for

one (1) of the residential apartment buildings within the development. As used in this section, 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.

If the experience of a natural person Principal for a Developer entity listed in this Application was acquired from a previous affordable housing Developer entity, the natural person Principal must have also been a Principal of that previous Developer entity as the term Principal was defined by the Corporation at that time.

(ii) Prior General Development Experience Chart

The Applicant must provide, as **Attachment 5** to Exhibit A, a prior experience chart for each natural person Principal intending to meet the minimum general development experience reflecting the required information for the three (3) completed affordable rental housing developments, one (1) of which must be a Housing Credit development.

Each prior experience chart must include the following information:

Prior General Development Experience Chart				
Name of Principal, which must be a natural person, with the required experience:				
Name of Developer Entity (for the proposed Development) for which the above individual is a Principal:				
Name of Development	Location (City & State)	Affordable Housing Program that Provided Financing (e.g., Housing Credits, Tax-Exempt Bonds, HOME, SAIL, etc.)	Total Number of Units	Year Completed

(b) Development Experience Withdrawal Disincentive (5 points)

In an effort to encourage the submission of quality Applications, the Corporation will award points for Development experience in certain future RFAs. Applicants and Developers are on notice that any Application submitted in this RFA that is withdrawn any time subsequent to the Application Deadline but on or before the execution of the Carryover Allocation Agreement and payment of the Administrative fee will (if the future RFA so provides) result in a point reduction in the scoring of Development experience in future Applications in which the Developer, Co-Developer or any Principal of the Developer(s) named in the Developer section of the Principals of the Applicant and Developer(s) Disclosure Form of the withdrawn Application is named for purposes of satisfying the Development experience requirement in the future Application. As used herein, an Application withdrawal includes a withdrawal of an Application (or the

funding under such Application) initiated or made by the Corporation itself where such withdrawal by the Corporation is the result of the Applicant's failure to act or pay fees in a timely manner as required by the RFA.

No Principal named in this RFA, for purposes of satisfying the Development experience requirement outlined above, is also listed as a Developer, co-Developer or Principal of the Developer named on the Principals Disclosure Form included in RFA 2016-113, RFA 2016-114, RFA 2016-116, RFA 2017-103, RFA 2017-111, RFA 2017-112, RFA 2017-113, and/or RFA 2017-114, where Application has been withdrawn any time subsequent to the applicable RFA's Application Deadline, but on or before the execution of the Carryover Allocation Agreement(s) and payment of the Administrative Fee(s) for such Application(s). For purposes of scoring this RFA, the Committee shall consider all such withdrawals that are made available to the Committee prior to the date that the Committee meets to make a recommendation to the Board.

To receive five (5) points, the Applicant must meet the above requirements. This will be verified by Corporation staff during the scoring process.

d. Principals Disclosure for the Applicant and for each Developer (**5 points**)

(1) Eligibility Requirements

To meet the submission requirements, the Applicant must upload the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16) ("Principals Disclosure Form") with the Application and Development Cost Pro Forma, as outlined in Section Three above.

The Principals Disclosure Form must identify the Principals of the Applicant and Developer(s) as of the Application Deadline and should include, for each applicable organizational structure, only the types of Principals required by Subsection 67-48.002(93), F.A.C. A Principals Disclosure Form should not include, for any organizational structure, any type of entity that is not specifically included in the Rule definition of Principals.

(2) Point Item

Applicants will receive 5 points if the uploaded Principal Disclosure Form was stamped "Approved" during the Advance Review Process provided (a) it is still correct as of Application Deadline, and (b) it was approved for the type of funding being requested (i.e., Housing Credits or Non-Housing Credits). The Advance Review Process for Disclosure of Applicant and Developer Principals is available on the Corporation's Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-108> (also accessible by clicking [here](#)) and also

includes samples which may assist the Applicant in completing the required Principals Disclosure Form.

Note: It is the sole responsibility of the Applicant to review the Advance Review Process procedures and to submit any Principals Disclosure Form for review in a timely manner in order to meet the Application Deadline.

- (3) For purposes of the following, a material change shall mean 33.3 percent or more of the Applicant, a general partner of the Applicant, or a non-investor member of the Applicant, and a non-material change shall mean less than 33.3 percent of the Applicant, a general partner of the Applicant, or a non-investor member of the Applicant.

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 Applicant has been invited to enter credit underwriting.

The Applicant entity shall be the recipient of the Housing Credits, and the borrowing entity for the SAIL loan(s) and cannot be changed in any way until after the closing of the loan(s). After loan closing, (a) any material change will require review and approval of the Credit Underwriter, as well as approval of the Board prior to the change, and (b) any non-material change will require review and approval of the Corporation, as well as approval of the Board prior to the change. Changes to the Applicant entity (material or non-material) prior to the loan closing or without Board approval after the loan closing may result in disqualification from receiving funding and may be deemed a material misrepresentation. Changes to the investor-limited partner of an Applicant limited partnership or the investor-member of an Applicant limited liability company owning the syndicating interest therein will not result in disqualification.

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.

- e. General Management Company Information

The Applicant must identify the Management Company.

#### **4. General Proposed Development Information**

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

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

b. Development Category

- (1) The Applicant must indicate whether the proposed Development will create new housing through the Development Category of new construction or through acquisition with Substantial Rehabilitation.

For purposes of this RFA, creation of new housing means that the proposed Development is not currently contractually or otherwise legally obligated to provide affordable housing for individuals or families pursuant to any written instrument, rule, regulation or law.

NOTE: None of the following are eligible for funding under this RFA: Group homes, Assisted Living Facilities, and other specialized licensed residential facilities, or units within a condominium complex.

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 Development's total unit count), and the Applicant is not requesting Corporation funding related to the acquisition, the Applicant should select Rehabilitation as the Development Category. However, the acquisition costs and sources must still be reflected on the Development Cost Pro Forma.

- (2) The proposed Development must meet the Development Category requirements for the applicable Development Category as listed below:
- (a) New Construction
    - At least 50 percent of the total units must be new construction
  - (b) Rehabilitation with Acquisition
    - (i) Less than 50 percent of the total units must be new construction;
    - (ii) The proposed Development must meet the definition of Rehabilitation and the definition of Substantial Rehabilitation, in Rule 67-48.002, F.A.C.;
    - (iii) The proposed Development is not currently contractually or otherwise legally obligated to provide affordable housing pursuant to any written instrument, rule, regulation or law; and
    - (iv) The estimated qualified basis in Rehabilitation expenses per set aside unit within one 24-month period for the building(s) being rehabilitated must be at least \$25,000 per set-aside unit. This is calculated using the greater of the two following criteria:



- 20 percent of the eligible Total Acquisition Costs Existing Development reflected in Column 1 of Item B. of the Development Cost Pro Forma, multiplied by the Total Set-Aside Percentage, with the resulting amount divided by the number of total set-aside units; or
- The eligible Total Development Cost reflected in Column 1 of Item G of the Development Cost Pro Forma, minus the eligible Acquisition Costs of Existing Developments reflected in Column 1 of Item B. of the Development Cost Pro Forma, minus Developer Fee on Acquisition Costs reflected in Column 1 of the Development Cost Pro Forma. Because the proposed Development qualifies for a basis boost, take this calculated amount and multiply it by 1.3. Take the resulting amount and multiply by the Total Set-Aside Percentage and then divide by the number of set-aside units.

c. Development Type

Select the Development Type for the proposed Development. 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 an elevator)
- Duplexes
- Quadraplexes
- 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)

For purposes of determining the number of stories, each floor in the building(s) should be counted regardless of whether it will consist of retail, parking, or residential.

Note: Any dwelling unit that consists of more than one story, (e.g. Townhouse), is prohibited. A residential building that consists of more than one story is not prohibited if there is a minimum of one elevator per residential building provided for all residential units that are located on a floor higher than the first floor.

Also, Group homes, Assisted Living Facilities, and other specialized licensed residential facilities, or units within a condominium complex are not eligible for funding in this RFA.

d. Concrete Construction Qualifications

To qualify as “concrete construction” for purposes of the Total Development Cost Limitation calculation, the proposed Development must meet at least one (1) of the specifications listed below.

- (1) For all new construction buildings, and as of the Application Deadline for all existing buildings proposed for rehabilitation, as applicable, all of the following structural elements must consist of 100 percent poured concrete/masonry, 100 percent steel, or a combination adding up to 100 percent of concrete/masonry and steel, as verified during credit underwriting: all exterior walls and other external load-bearing elements, as well as the floor of the lowest story of the building that contains residential, commercial or storage space (other than parking), and any under-floor/under-ground supports for that lowest story’s floor.

Additionally, if the proposed work includes rehabilitation of any structural elements listed above, the structural elements must also meet the above requirements after completion of the rehabilitation work.

- (2) Any new construction buildings with the Development Type of Mid-Rise (4, 5 or 6 story) that utilize a Concrete Podium Structure shall qualify as “concrete construction.” New construction buildings of other Development Types that utilize a Concrete Podium Structure must meet the requirements in (1) above in order to qualify as “concrete construction.” In this event, the top surface of the concrete podium itself shall be considered to be the floor of the lowest story of the building that contains residential, commercial or storage space (other than parking).

For the purposes of determining “concrete construction,” there is no requirement regarding the materials to be used in the roof of the building.

The term “Concrete Podium Structure” shall mean a non-residential support structure underneath the rental units constructed solely of concrete/masonry, steel, or some combination of concrete/masonry and steel together, and where said structure under the rental units is to be limited to parking or non-commercial utility/ancillary building uses only.

These qualifying criteria specifically exclude face brick or brick veneer from qualifying as concrete construction for purposes of this RFA unless the proposed Development otherwise meets the requirements in (1) or (2) above.

For purposes of this RFA, the Corporation will consider an Application to be concrete construction if the answer to question 4.d. of Exhibit A is “Yes.” This will be verified during the credit underwriting process. If this cannot be verified the Development will no longer be considered concrete construction, and funding awarded under this RFA may be rescinded.

**5. Location of Proposed Development**

a. County

The Applicant must indicate the county where the proposed Development will be located.

**Large, Medium and Small County Geographic Categories**

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

b. The Applicant must provide the Address of the Development site

Indicate (1) the address number, street name, and name of city, and/or (2) the street name, closest designated intersection, and either name of city or unincorporated area of county. If the proposed Development consists of Scattered Sites, this information must be provided for each of the Scattered Sites. Note: Developments are limited to three (3) Scattered Sites.

c. The Applicant must state whether the Development consists of Scattered Sites.

If the proposed Development consists of Scattered Sites, the following conditions must be met:

- (1) Developments are limited to three (3) Scattered Sites;
- (2) For Developments located in a county other than Monroe County, a part of the boundary of each Scattered Site must be located within ½ mile of a part of the boundary of the Scattered Site with the most units. For Developments located in Monroe County, a part of the boundary of each Scattered Site must be located within 20 miles of a part of the boundary of the Scattered Site with the most units;
- (3) Site control and Ability to Proceed must be demonstrated in the Application for all Scattered Sites; and

(4) All Scattered Sites must be located within the same county.

d. Latitude/Longitude Coordinates

(1) All Applicants must provide a Development Location Point stated in decimal degrees, rounded to at least the sixth decimal place. If the proposed Development consists of Scattered Sites, as of Application Deadline the Development Location Point must affirmatively be established on the site with the most units, as outlined in subsection 67-48.002(33), F.A.C., and latitude and longitude coordinates for each Scattered Site must also be provided.

(2) If the proposed Development consists of Scattered Sites, for each Scattered Site that is in addition to the Development Location Point information provided in (1) above, the Applicant must provide the latitude and longitude coordinates of one point located anywhere on the Scattered Site. The coordinates must be stated in decimal degrees and rounded to at least the sixth decimal place.

Note: 30.443900, -84.283960 is an example of decimal degrees format, represented to six decimal places.

**6. Units**

a. The Applicant must state the total number of units in the proposed Development as follows:

(1) Applicants that commit to serve the Persons with a Disabling Condition Demographic Commitment:

(a) The minimum number of units in the Development is 30.

(b) There is no maximum number of units.

(c) IRO Units are not allowed.

(2) Applicants that commit to serve the Persons with Developmental Disabilities Demographic Commitment:

(a) The minimum number of units in the Development is 30, prior to IRO designation.

(b) The maximum number of units in the Development is 50, prior to IRO designation.

(3) Individual Room Occupancy (IRO Units)

Applicants that commit to serve the Persons with Developmental Disabilities Demographic Commitment may rent two- and three-bedroom units as Shared Housing Units to Persons with Developmental Disabilities, as defined in Exhibit B, to allow unrelated persons the choice to share housing. The bedrooms in a

Shared Housing Unit are called Individual Room Occupancy (IRO) Units for Housing Credit purposes.

- (a) Applicants that commit to serve the Persons with Developmental Disabilities Demographic Commitment and that are providing IRO Units in Shared Housing Units must answer the question in Exhibit A stating this.
- (b) If “Yes”, the Applicant must state the number of two-bedroom units and three-bedroom units that will be Shared Housing. The number of IRO Units in the proposed Development is calculated by multiplying the number of two-bedroom units that will be Shared Housing by 2 and multiplying the number of three-bedroom units by 3.
  - (i) Up to 10 percent of the units, (Shared Housing plus Non-Shared Housing Units) but no more than 4 units in the Development, may be three-bedroom units;
  - (ii) All three-bedroom units, if applicable, must be Shared Housing Units;
  - (iii) Up to 20 percent of the units in the Development (Shared Housing plus Non-Shared Housing Units) may be two-bedroom units. At least two of the two-bedroom units must be Non-Shared Housing Units. The remaining two-bedroom units may be Shared or Non-Shared Housing Units;
  - (iv) If any bedroom in a two-bedroom or three-bedroom unit is designated as an IRO Unit, all bedrooms in that unit must be designated as IRO Units;
  - (v) IRO Units must be built to Housing Quality Standards as specified in the IRO definition in Exhibit B;
  - (vi) Once a bedroom is designated as an IRO Unit, it shall function as such throughout the entire Compliance Period; and
  - (vii) For purposes of the Land Use Restriction Agreement and the Extended Use Agreement, each IRO Unit shall function as a Unit for the purposes of the Applicant’s Income Set-Aside and ELI commitments.
- b. The Applicant must indicate whether the proposed Development consists of (1) 100 percent new construction units or (2) a combination of new construction units and rehabilitation units and state the quantity of each type.
- c. The Applicant must indicate whether there are any existing units on the Development site as of Application Deadline, and if so, the occupancy status of such units. If the Applicant indicates that there are existing occupied units and if the Development is

funded, the Applicant will be required to provide to the Credit Underwriter a plan for relocation of existing tenants, as outlined in Exhibit D.

d. Income Set-Aside Commitments

For Applicants that commit to serve the Persons with Developmental Disabilities and have designated units as IRO Units, the total units as described in this section means the units that are Non-Shared Housing Units plus all IRO Units. For instance, if proposing a Development that consists of 38 units, five of which are two-bedroom Shared Housing Units, then the income set-aside commitments described in this section are based on 43 total units: 33 units that are Non-Shared Housing Units plus 10 IRO Units (5 Shared Housing Units consisting of two (2) IRO Units each).

(1) Minimum Set-Aside Commitments per Section 42 of the IRC

Per Section 42 of the IRC, the Applicant must elect one (1) of the following minimum set-aside commitments:

- 20% of the total units at 50% or less of the Area Median Income (AMI)
- 40% of the total units at 60% or less of the AMI

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.

(2) Set-Aside Commitments per Corporation Requirements

The Corporation has additional minimum set-aside requirements beyond those required by Section 42 of the IRC which must be reflected on the Total Set-Aside Breakdown Chart, as outlined below:

(a) Total Income Set-Aside Commitment

The Applicant must set aside a total of at least 80 percent of the Development's total units at 60 percent AMI or less.

(b) Extremely Low Income (ELI) Set-Aside Requirements

All Applicants must commit to set aside 15 percent of the total units in the proposed Development to serve Extremely Low Income Households. The number of required ELI set-aside units is calculated by multiplying the total number of units by 0.15, rounded up to the nearest whole number.

Applicants that selected the Demographic Commitment of Persons with a Disabling Condition are eligible for ELI Loan funding for the required

ELI Set-Aside units, not to exceed 5 percent of the total units, as further outlined in Section Four A.10.a.(2)(b) of the RFA. The following chart sets out the ELI Area Median Income (AMI) for each County and the maximum ELI Loan gap funding amounts per eligible ELI Set-Aside unit. If the Unit Mix stated by the Applicant is adjusted during the credit underwriting process, the ELI Loan gap funding amount may be decreased, but under no circumstances shall it be increased.

***Example for Applicants that selected the Demographic Commitment of Persons with a Disabling Condition:***

An Applicant specifies that the proposed Development will be located in Charlotte County and will have 33 Units and that 100 percent of the units will be set aside at 60 percent AMI or less. This means that 5 of those units (33 multiplied by 0.15, rounded up) must be ELI Set-Aside units and, as shown below, must be committed to households with incomes at or below 40 percent of the AMI. The Applicant is eligible for ELI Loan Funding for 2 of the ELI set-aside units, (33 multiplied by .05, rounded up). The remaining units must be committed to households with incomes at or below 60 percent of the AMI.

***Example for Applicants that selected the Demographic Commitment of Persons with Developmental Disabilities and are designating some units as IRO Units:***

An Applicant specifies that the proposed Development will be located in Charlotte County and will have 33 units that are Non-Shared Housing Units and 5 two-bedroom Shared Housing Units, (which would equal 10 IRO Units), for a total of a total of 43 units (33 units that are Non-Shared Housing Units plus 10 IRO Units). 100 percent of the units will be set aside at 60 percent AMI or less. This means that 7 of those units (43 multiplied by 0.15, rounded up) must be ELI Set-Aside units and, as shown below, must be committed to households with incomes at or below 40 percent of the AMI. The remaining units must be committed to households with incomes at or below 60 percent of the AMI.

The 2017 ELI AMI levels for all Applicants and, for Applicants that selected the Demographic Commitment of Persons with a Disabling Condition, the ELI Loan Amounts Per Bedroom Count for each County are outlined below:

**ELI AMI and ELI Loan Amounts Per Bedroom Count for each County**

<b>County</b>	<b>2017 ELI AMI</b>	<b>0 &amp; 1 Bedroom Units</b>	<b>Non-Shared 2 Bedroom Units</b>
Alachua	33%	\$62,900	\$73,800
Baker	40%	\$42,400	\$49,700
Bay	40%	\$40,700	\$47,600

**ELI AMI and ELI Loan Amounts Per Bedroom Count for  
each County**

<b>County</b>	<b>2017 ELI AMI</b>	<b>0 &amp; 1 Bedroom Units</b>	<b>Non-Shared 2 Bedroom Units</b>
Bradford	40%	\$38,400	\$45,000
Brevard	35%	\$55,300	\$65,000
Broward	28%	\$87,600	\$102,500
Calhoun	45%	\$26,200	\$30,600
Charlotte	40%	\$39,000	\$45,700
Citrus	45%	\$26,200	\$30,600
Clay	33%	\$62,500	\$73,200
Collier	33%	\$67,500	\$79,200
Columbia	40%	\$38,400	\$45,000
DeSoto	45%	\$26,200	\$30,600
Dixie	45%	\$26,200	\$30,600
Duval	33%	\$62,500	\$73,200
Escambia	35%	\$55,600	\$65,200
Flagler	40%	\$41,300	\$48,600
Franklin	45%	\$26,600	\$31,200
Gadsden	33%	\$66,300	\$77,700
Gilchrist	33%	\$62,900	\$73,800
Glades	45%	\$26,200	\$30,600
Gulf	45%	\$26,400	\$30,800
Hamilton	45%	\$26,200	\$30,600
Hardee	45%	\$26,200	\$30,600
Hendry	45%	\$26,200	\$30,600
Hernando	40%	\$42,800	\$50,200
Highlands	45%	\$26,200	\$30,600
Hillsborough	40%	\$42,800	\$50,200
Holmes	45%	\$26,200	\$30,600
Indian River	40%	\$42,300	\$49,500
Jackson	45%	\$26,600	\$31,200
Jefferson	33%	\$66,300	\$77,700
Lafayette	45%	\$27,700	\$32,500
Lake	40%	\$41,900	\$49,100
Lee	40%	\$41,500	\$48,700
Leon	33%	\$66,300	\$77,700
Levy	45%	\$26,200	\$30,600
Liberty	40%	\$37,900	\$44,300
Madison	45%	\$26,200	\$30,600
Manatee	33%	\$63,500	\$74,500
Marion	45%	\$27,300	\$32,100
Martin	35%	\$54,100	\$63,300
Miami-Dade	28%	\$86,600	\$101,600
Monroe	25%	\$115,500	\$135,400
Nassau	33%	\$62,500	\$73,200



**ELI AMI and ELI Loan Amounts Per Bedroom Count for each County**

<b>County</b>	<b>2017 ELI AMI</b>	<b>0 &amp; 1 Bedroom Units</b>	<b>Non-Shared 2 Bedroom Units</b>
Okaloosa	33%	\$66,000	\$77,300
Okeechobee	45%	\$26,200	\$30,600
Orange	40%	\$41,900	\$49,100
Osceola	40%	\$41,900	\$49,100
Palm Beach	30%	\$77,400	\$90,800
Pasco	40%	\$42,800	\$50,200
Pinellas	40%	\$42,800	\$50,200
Polk	45%	\$28,300	\$33,100
Putnam	45%	\$26,200	\$30,600
Saint Johns	33%	\$62,500	\$73,200
Saint Lucie	35%	\$54,100	\$63,300
Santa Rosa	35%	\$55,600	\$65,200
Sarasota	33%	\$63,500	\$74,500
Seminole	40%	\$41,900	\$49,100
Sumter	40%	\$43,000	\$50,400
Suwannee	45%	\$26,200	\$30,600
Taylor	45%	\$26,200	\$30,600
Union	45%	\$27,000	\$31,700
Volusia	40%	\$40,000	\$46,900
Wakulla	33%	\$61,900	\$72,600
Walton	40%	\$42,300	\$49,500
Washington	45%	\$26,200	\$30,600

Note: ELI units must be proportionally distributed across the Unit Mix stated at question 6.e. of Exhibit A (e.g., number of IRO Units, Zero Bedroom, one (1) bedroom, two (2) bedroom, and three (3) bedroom units). If the ELI Set-Aside units are not proportionally distributed across the unit mix, the Corporation will redistribute the ELI Set-Aside units as needed. If the Development will serve the Demographic Commitment of Persons with a Disabling Condition, this may cause a reduction to the ELI Loan Amount as further outlined in 10.a.(2)(b) of the RFA.

The Applicant must take the above ELI and all other set-aside commitments into account during any pre-leasing and leasing activities.

(3) Total Set-Aside Breakdown Chart

(a) Requirements for the Total Set-Aside Breakdown Chart

The Total Set-Aside Breakdown Chart must reflect all income set-aside commitments (required set-asides and additional set-asides, including

all required ELI Set-Asides) and the required total set-aside percentage (as further outlined below).

The Applicant must complete the Total Set-Aside Breakdown Chart. The Applicant must indicate on the chart the percentage of the total 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.

- (b) Assistance with completing the Total Set-Aside Breakdown Chart provided in Exhibit A.

Note: A worksheet has been provided at the website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-108> (also available by clicking [here](#)). The worksheet will automatically calculate the number of set-aside units at each required AMI level using the methodology described in (c) below.

- (c) Calculation of Set-Aside Units and, if applicable, Market Rate Units

- (i) First, calculate of the number of set-aside units for the lowest AMI level commitment.

The percentage associated with the lowest AMI level that the Applicant commits to will be multiplied by the total units, rounded up to the next whole unit. The result will be the number of total units at the lowest AMI level commitment.

- (ii) Then, calculate the number of set-aside units for the second lowest AMI level.

The number of units calculated in (i) above will be subtracted from the results of the following to calculate the number of set-aside units at the second lowest AMI level commitment:

The percentage associated with the second lowest AMI level that the Applicant commits to will be first added to the percentage associated with the lowest AMI level commitment. These percentages, added together, will be multiplied by the total units, rounded up to the next whole unit.

- (iii) Then, calculate the number of set-aside units for each remaining AMI level, if applicable.

Starting with the third lowest AMI level remaining, the number of set-aside units for each of the remaining AMI levels will be calculated using the same methodology described in (ii) above.

- (iv) Finally, calculate market-rate units, if applicable

To calculate the number of market-rate units, the total number of set-aside units will be subtracted from the total number of units.

The Applicant must take the above ELI and all other set-aside commitments into account during any pre-leasing and leasing activities.

e. Unit Mix

The Applicant must complete the Unit Mix Chart listing the total number of bedrooms per unit, the total number of bathrooms per unit (including half-baths, if applicable), the total number of units per bedroom type, and the number of units that are ELI Set-Aside units. All units in the proposed Development must be listed, including all manager/employee units and all market rate units, if applicable.

- (1) Unit Mix Restrictions for Developments that will serve the Persons with Developmental Disabilities Demographic Commitment that do not include IRO Units, and for Developments that will serve the Persons with a Disabling Condition Demographic Commitment:

- Units must consist of Zero (0), one (1), or two (2) bedrooms only;
- At least 50 percent of the total units, rounded up, must be one bedroom units; and
- No more than 50 percent of the total units, rounded up, may be Zero Bedroom Units.

Note: Only Developments that will serve the Persons with a Disabling Condition Demographic Commitment are eligible to apply for SAIL funding and therefore are also eligible for ELI Loan funding. The maximum ELI funding amount per eligible ELI Set-Aside unit the proposed Development is eligible to receive is based on the information listed by the Applicant on the Unit Mix chart as further outlined in Section Four A.10.a.(2)(b) of this RFA.

- (2) Unit Mix Restrictions for Developments that will serve the Persons with Developmental Disabilities Demographic Commitment that include IRO Units:

- Zero Bedroom Units, one-bedroom units, two-bedroom units and three-bedroom units may be in the proposed Development, but only two-bedroom units and three-bedroom units may be Shared Housing Units;
- At least 50 percent of the units in the Development (prior to IRO designation), rounded up, must be one-bedroom units;
- Up to 20 percent of the units in the Development (prior to IRO designation) may be two-bedroom units. At least two of the two-bedroom units must be Non-Shared Housing Units. The remaining two-bedroom units may be Shared or Non-Shared Housing Units;

- Up to 10 percent of the units (prior to IRO designation), but no more than four units in the Development, may be three-bedroom units; and
- All three-bedroom units, if applicable, must be Shared Housing Units.

The following is an example of how to complete the Unit Mix Chart when the proposed Development consists of IRO Units.

An Applicant proposes a Development with 38 units, 31 of which are one-bedroom units with the remaining 7 units consisting of two-bedroom units. 5 of the two-bedroom units are Shared Housing Units. There would be a total of 43 units (33 units that are Non-Shared Housing Units plus 10 IRO Units) and those 43 units must be represented on the Unit Mix Chart. Keeping the ELI units proportionally distributed across the Unit Mix as possible, the Applicant in this example would submit the following information in the Unit Mix Chart:

State the number of Bedrooms per Non-Shared Housing Unit and, if IRO Unit, state "IRO".	Number of Baths per Non-Shared Housing Unit, and, if IRO Unit, state 1 Bathroom	Number of Units per Bedroom Type (the total number of units in the column should equal the number of Non-Shared Units plus IRO units)	Number of Non-Shared Housing Units and IRO Units that are ELI Set-Aside Units
<u>1</u>	<u>1</u>	<u>31</u>	<u>2</u>
<u>2</u>	<u>2</u>	<u>2</u>	<u>3</u>
<u>IRO</u>	<u>1</u>	<u>10</u>	<u>2</u>

If additional space is required, enter the information in the Addenda.

Note: During credit underwriting, the credit underwriter will verify that the ELI Set-Aside units are distributed across the unit mix on a pro-rata basis.

f. Compliance Period

(1) Demographic Commitments

- (a) Applicants must irrevocably commit to the Demographic Commitment selected at question 2.a. of Exhibit A for a minimum of 50 years.
- (b) Applicants that commit to serve the Persons with a Disabling Condition Demographic Commitment must irrevocably commit to the Persons with a Disabling Condition population(s) Demographic Commitment selected at question 2.b. of Exhibit A for a minimum of 12 years. After the initial 12 years, the Applicant may submit a request to the Corporation that allows the Applicant to commit to a different population(s) Demographic Commitment provided at 2.b. of Exhibit A if the appropriate Level 1 or Level 2 Accessibility Requirements are met at the Development for the population(s).

- (2) Income Set-Aside Commitments
  - (a) Applicants that commit to serve the Persons with a Disabling Condition Demographic Commitment must irrevocably commit to the income set-aside commitment for a minimum of 50 years, except that Applicants must only commit to the ELI Set-Aside commitment for a minimum of 15 years for the ELI Set-Aside Units that were associated with the ELI Loan Funding. After 15 years all of the ELI Set-Aside units associated with the ELI Loan Funding may convert to serve residents at or below 60 percent AMI. The ELI Set-Aside Units that were not associated with the ELI Loan Funding will remain ELI Set-Aside Units for a minimum of 50 years.
  - (b) Applicants that commit to serve the Persons with Developmental Disabilities Demographic Commitment must irrevocably commit to the income set-aside commitment for a minimum of 50 years.

These commitments will also be reflected in the Extended Use Agreement and the Land Use Restriction Agreement.

## 7. Readiness to Proceed

### a. Site Control

The Applicant must demonstrate site control by providing, as **Attachment 6** to Exhibit A, the documentation required in Items (1), (2), and/or (3), as indicated below. If the proposed Development consists of Scattered Sites, site control must be demonstrated for all of the Scattered Sites.

- (1) Eligible Contract - For purposes of this RFA, an eligible contract is one that has a term that does not expire before October 31, 2018 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 October 31, 2018; 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. Any assignment must be signed by the assignor and the assignee. 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: (a) have a term that does not expire before October 31, 2018 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 October 31, 2018, and (b) specifically state that the buyer's remedy for default on the part of the seller includes or is specific performance.

- (2) 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.
- (3) 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. Any assignment must be signed by the assignor and the assignee.

b. Ability to Proceed

The Applicant must demonstrate the following Ability to Proceed elements as of Application Deadline, for the entire proposed Development site, including all Scattered Sites, if applicable, as outlined below. The Florida Housing Ability to Proceed Verification forms (Form Rev. 08-16) are provided on the Corporation's Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-108/forms-related-to-rfa-2018-108> (also accessible by clicking [here](#)). Note: The Applicant may include the Florida Housing Ability to Proceed Verification forms that were included in a previous RFA submission for the same proposed Development, provided (i) the form(s) used for this RFA are labeled Form Rev. 08-16, (ii) other than the RFA reference number on the form, none of the information entered on the form and certified to by the signatory has changed in any way, and (iii) the requirements outlined in this RFA are met. The previous RFA number should be crossed through and RFA 2018-108 inserted. If the Applicant provides any prior version of the Florida Housing Ability to Proceed Verification form(s), the form(s) will not be considered.

- (1) Status of Site Plan/Plat Approval. The Applicant must demonstrate the status of site plan or plat approval as of the Application Deadline, for the entire proposed Development site, by providing, as **Attachment 7** to Exhibit A, the applicable properly completed and executed verification form:
  - (a) The Florida Housing Finance Corporation Local Government Verification of Status of Site Plan Approval for Multifamily Developments form (Form Rev. 08-16); or
  - (b) The Florida Housing Finance Corporation Local Government Verification of Status of Plat Approval for Residential Rental Developments form (Form Rev. 08-16).
- (2) Appropriate Zoning. The Applicant must demonstrate that as of the Application Deadline the entire proposed Development site is appropriately zoned and consistent with local land use regulations regarding density and intended use or that the proposed Development site is legally non-conforming by providing, as

**Attachment 8** to Exhibit A, the applicable properly completed and executed verification form:

- (a) The Florida Housing Finance Corporation Local Government Verification that Development is Consistent with Zoning and Land Use Regulations form (Form Rev. 08-16); or
- (b) The Florida Housing Finance Corporation Local Government Verification that Permits are Not Required for this Development form (Form Rev. 08-16).

Note: With regard to the terms “Rate of Growth Ordinance (ROGO)” and “Building Permit Allocation System (BPAS),” as used by different jurisdictions within the Florida Keys Area of Critical State Concern, for purposes of the verification forms outlined in (a) and (b) above, all references on these forms to “Rate of Growth Ordinance (ROGO)” shall be considered by the Corporation to have the same meaning as “Building Permit Allocation System (BPAS).”

- (3) Availability of Electricity. The Applicant must demonstrate that as of the Application Deadline electricity is available to the entire proposed Development site by providing as **Attachment 9** to Exhibit A:
  - (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Electricity form (Form Rev. 08-16); or
  - (b) A letter from the electricity service provider that contains the name of the Development and Development location, and is dated within 12 months of the Application Deadline. The letter may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.
- (4) Availability of Water. The Applicant must demonstrate that as of the Application Deadline water is available to the entire proposed Development site by providing as **Attachment 10** to Exhibit A:
  - (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Water form (Form Rev. 08-16); or
  - (b) A letter from the water service provider that contains the name of the Development and Development location, and is dated within 12 months of the Application Deadline. The letter may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.

- (5) Availability of Sewer. The Applicant must demonstrate that as of the Application Deadline sewer capacity, package treatment or septic tank service is available to the entire proposed Development site by providing as **Attachment 11** to Exhibit A:
- (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Sewer Capacity, Package Treatment, or Septic Tank form (Form Rev. 08-16); or
  - (b) A letter from the waste treatment service provider that contains the name of the Development and Development location, and is dated within 12 months of the Application Deadline. The letter may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.
- (6) Availability of Roads. The Applicant must demonstrate that as of the Application Deadline paved roads either (i) exist and will provide access to the proposed Development site or (ii) will be constructed as part of the entire proposed Development by providing as **Attachment 12** to Exhibit A:
- (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Roads form (Form Rev. 08-16); or
  - (b) A letter from the Local Government that contains the name of the Development and Development location, and is dated within 12 months of the Application Deadline. The letter may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.

## 8. Construction Features

All units must meet all requirements as outlined below. If the proposed Development consists of rehabilitation, the proposed Development's ability to provide all construction features will be confirmed as outlined in Exhibit F. The quality of the construction features committed to by the Applicant is subject to approval of the Board of Directors.

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.

### a. Federal Requirements and State Building Code Requirements for all Developments

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

- 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.

\*Section 504 of the Rehabilitation Act of 1973 requirements are met through the Applicant's commitment to meet either the Level 1 or Level 2 requirements described in c. below.

The above documents are available on the Corporation's Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-108/other-information-related-to-rfa-2018-108/> (also accessible by clicking [here](#)).

b. General Features

(1) All units for the proposed Development must include:

- Termite prevention;
- Pest control;
- Full-size range and oven in all units, as described in Exhibit F;
- Window covering for each window and glass door inside each unit;
- Cable or satellite TV hook-up in each unit and, if the Development offers cable or satellite TV service to the residents, the price cannot exceed the market rate for service of similar quality available to the Development's residents from a primary provider of cable or satellite TV;
- Washer and dryer hook ups in each of the Development's units or an on-site laundry facility for resident use. If the proposed Development will have an on-site laundry facility, the following requirements must be met:
  - There must be a minimum of one (1) Energy Star certified washer and one (1) Energy Star certified dryer per every 15 units. To determine the required number of washers and dryers for the on-site laundry facility; divide the total number of the Development's units by 15, and then round the equation's total up to the nearest whole number; and
- If the proposed Development consists of Scattered Sites, the laundry facility 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.

(2) All proposed Developments must include the following general features on the site. If the proposed Development meets the definition of Scattered Sites, the following general features must be located on the site with the most units:

- A Community Building/dedicated space that includes:
  - At least one private office space with a door for resident purposes such as meeting with case managers and/or counselors; and
  - At least one enclosed training room with a door to conduct group training and educational activities for residents.

c. Accessibility Adaptability, Universal Design and Visitability Features

(1) Level 1 Accessibility Requirements

All Applicants that either (i) selected the Persons with Developmental Disabilities Demographic Commitment or (ii) selected the Persons with a Disabling Condition Demographic Commitment and subpopulation of (a) Adult persons requiring independent living services in order to maintain housing or develop independent living skills and who have a Disabling Condition that currently impairs or is likely to impair their physical mobility at question 2.b.(1) of Exhibit A; and/or (b) Persons receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits at question 2.b.(2) of Exhibit A shall be required to do the following:

- (i) Set aside a minimum of 25 percent of the total units (prior to IRO designation)\*, rounded up, as fully accessible units in accordance with the 2010 ADA Standards for Accessible Design\*\*, regardless of whether the proposed Development consists of new construction or Substantial Rehabilitation. These fully accessible units must (A) be on an accessible route and provide mobility features that comply with the residential dwelling units provision of the 2010 ADA Standards for Accessible Design\*\*; and (B) be equally distributed among different unit sizes and Development types and must be dispersed throughout the Development (not located in the same area, or on a single floor); and
- (ii) Set aside at least an additional 10 percent of the total units (prior to IRO designation)\*, rounded up, to be accessible to persons with visual and hearing impairments in accordance with the 2010 ADA Standards for Accessible Design,\*\* regardless of whether the proposed Development consists of new construction or Substantial Rehabilitation. The units that are accessible to persons with visual and hearing impairments shall comply with the communication features described for Residential Dwelling units with Communication Features in the 2010 ADA Standards for Accessible Design\*\*.

\*For example, if a Development consists of 33 Non-Shared Housing Units, and five Shared Housing Units, 10 of the Non-Shared or Shared Housing Units (38 multiplied by .25, rounded up) must be fully accessible and four Non-Shared or Shared Housing Units (38 multiplied by .10, rounded up) must be accessible to persons with visual and hearing impairments.

\*\*The 2010 ADA Standard for Accessible Design can be found at <http://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm> (also accessible by clicking [here](#)).

(2) Level 2 Accessibility Requirements

All Applicants that did NOT select (i) the Persons with Developmental Disabilities Demographic Commitment or (ii) the Persons with a Disabling Condition Demographic Commitment and subpopulation of (a) Adult persons requiring independent living services in order to maintain housing or develop independent living skills and who have a Disabling Condition that currently impairs or is likely to impair their physical mobility at question 2.b.(1) of Exhibit A; and/or (b) Persons receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits at question 2.b.(2) of Exhibit A shall be required to do the following:

- (i) Set aside a minimum of five (5) percent of the total units (prior to IRO designation), rounded up, as fully accessible units in accordance with the 2010 ADA Standards for Accessible Design, regardless of whether the proposed Development consists of new construction or Substantial Rehabilitation. These fully accessible units must (A) be on an accessible route and provide mobility features that comply with the residential dwelling units provision of the 2010 ADA Standards for Accessible Design\*; and (B) be equally distributed among different unit sizes and Development types and must be dispersed throughout the Development (not located in the same area, or on a single floor); and
- (ii) Set aside at least one (1) additional unit to be accessible to persons with visual and hearing impairments in accordance with the 2010 ADA Standards for Accessible Design,\* regardless of whether the proposed Development consists of new construction or Substantial Rehabilitation. The unit(s) that is accessible to persons with visual and hearing impairments 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 can be found at <http://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm> (also accessible by clicking [here](#)).

d. Required Green Building Features in all Developments

- (1) All new construction units must have the features listed below and all rehabilitation units are expected to have all of the following required Green Building features unless found to be not appropriate or feasible within the scope of the rehabilitation work utilizing a capital needs assessment as further explained in Exhibit F of this RFA:
  - 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: 1.28 gallons/flush or less,
  - Faucets: 1.5 gallons/minute or less,
  - Showerheads: 2.0 gallons/minute or less;
- Energy Star certified refrigerator;
- Energy Star certified dishwasher;
- Energy Star certified ventilation fan in all bathrooms;
- Water heater minimum efficiency specifications:
  - Residential Electric:
    - Up to 55 gallons = .95 EF or .92 UEF; or
    - More than 55 gallons = Energy Star certified; or
    - Tankless = Energy Star certified;
  - Residential Gas (storage or tankless/instantaneous): Energy Star certified,
  - Commercial Gas Water Heater: Energy Star certified;
- Energy Star certified ceiling fans with lighting fixtures in bedrooms;
- Air Conditioning (choose in-unit or commercial):
  - In-unit air conditioning: minimum 15 SEER; or
  - Ductless mini-split systems – Energy Star certified;
  - Window air conditioners and portable air conditioners are not allowed. Through the wall units and PTACs are allowed in studio and 1 bedroom units;
  - Through the wall units – Energy Star certified
  - PTACS – minimum EER based on capacity:
    - <6,900 Btu/h – 12.8 EER
    - 6,901-9,400 – 12 EER
    - 9,401-11,500 – 11.2 EER
    - 11,501 – 14,700 – 10.4 EER
    - >14,700 – 10.2 EER
  - Central chiller AC system—based on size:
    - 0-65 KBtuh: Energy Star certified; or
    - 65-135 KBtuh: 11.9 EER; or
    - 135-240 KBtuh: 12.3 EER; or
    - 240 KBtuh: 12.2 EER;
- Caulk, weather-strip, or otherwise seal all holes, gaps, cracks, penetrations, and electrical receptacles in building envelope; and
- Seal and insulate heating and cooling system ducts with mastic or metal backed tape.

- (2) In addition to the required Green Building features outlined in (1) above, proposed Developments with the Development Category of New Construction must achieve one of the following Green Building Certification programs: Leadership in Energy and Environmental Design (LEED); Florida Green Building Coalition (FGBC); or ICC 700 National Green Building Standard (NGBS). Selection of the program will be accomplished during the credit underwriting process.

- (3) In addition to the required Green Building features outlined in (1) above, proposed Developments with a Development Category of Rehabilitation, with Acquisition must select enough additional Green Building features in Exhibit A so that the total point value of the features selected equals at least 10 points. Failure of the Applicant to select at least 10 points worth of the features will result in the Application failing to meet this Mandatory requirement.
- e. Items to be included in the rehabilitation scope of work, as outlined in Exhibit F
- (1) All Applicants will be required to address the following required items:
    - (a) Required features outlined in a. and c. above. If the CNA provider determines that the required items cannot be addressed within the contemplated budget, the proposed Development will be deemed infeasible and the Corporation will rescind funding from the proposed Development;
    - (b) All items outlined in b. above. The inclusion of a full-size range and oven in all units, if determined physically feasible by the CNA provider;
    - (c) Critical repair items as identified in the CNA report that threaten the health and safety of the residents, as well as items identified as being in violation of recorded building and/or fire codes;
    - (d) Green building items outlined in 8.d. above, considering the appropriateness and feasibility of the features and the remaining useful life, as outlined in the CNA provider's final report. For the additional Green Building features selected by the Applicant at question 8.d.(2) of Exhibit A, a total of 10 points must be maintained; and
    - (e) Immediate physical needs identified in the CNA report as having a remaining useful life of 5 years or less.
  - (2) Once items in (1) above have been addressed in the Rehabilitation Scope of Work, the following items may be added to the scope, if within the remaining available budget.
    - (a) Items identified in the CNA report as having a remaining useful life of 6-15 years.
    - (b) Features and amenities that add to the marketability of the Development.

## 9. Required Resident Programs

### Resident Community-Based Services Coordination

The provision of community-based services coordination will be the responsibility of the Applicant, but may be in conjunction with public and/or private partnerships as approved by the Corporation in credit underwriting. All proposed Developments will be required to assist interested residents with the coordination of their community-based services. The purpose is to

assist each resident to become aware of, access and/or maintain adequate and appropriate community-based services and resources. It is not the intent for this resident service to take the place of services coordination already provided for a resident by a program and/or agency as part of their supportive services plan. The focus shall be to assist residents not receiving community-based services coordination by another program and/or agency, as well as to assist those residents who need additional assistance with coordination of community-based services.

The approved provider of this service must have a minimum of three (3) years' experience 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 supportive services listed above have been oriented to the needs and preferences of each intended resident in assisting them to access services related to health care, independent activities of daily living, employment, income and housing. The provider of this resident service shall also provide, at credit underwriting, information demonstrating its mission, qualifications, experience, agreements and/or contracts with state and federal supportive services programs, professional staffing and experience in serving the intended residents described in question 2.b. of Exhibit A.

Community-based services coordination shall be offered and made available on-site and at no charge to the residents initially and regularly, and resident participation shall be voluntary. If the proposed Development consists of Scattered Sites, the community-based services coordination shall be equally available to residents of each unit on each Scattered Site. Resident participation shall not be a requirement for new or continued residency. The Applicant shall commit to submit a Resident Community-Based Service Coordination Plan at credit underwriting. The Resident Community-Based 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 intended residents.

Property management and resident community-based services coordination should not be the responsibility of the same staff persons; the functions must be entirely separate.

## **10. Funding**

### **a. Corporation Funding**

#### **(1) Competitive Housing Credits**

##### **(a) Eligible Housing Credit Request Amount**

- (i) The Applicant must state the amount of Housing Credits it is requesting.**

The Applicant's Housing Credit Request Amount cannot exceed \$2,465,000.

If the Applicant states an amount that is greater than the amount the Applicant is eligible to request, the Corporation will reduce the amount down to the maximum amount the

Applicant is eligible to request (“Eligible Housing Credit Request Amount”).

- (ii) All proposed Developments in this RFA qualify for the basis boost. If the proposed Development that is subject to this RFA is a multiphase Development, Applicants may declare this Development a first phase or subsequent phase by providing the information required in (b) or (c) below.

(b) Declaration as First Phase of a Multiphase Development

If the Applicant intends to declare the proposed Development as the first phase of a multiphase Development, it must answer “Yes” to the question in Exhibit A. To declare this proposed Development as the first phase of a multiphase Development, at least one (1) building must be located within the HUD-designated DDA or HUD-designated QCT stated in Exhibit A.

During the credit underwriting process the Applicant will be required to submit to the Corporation an opinion letter by a licensed attorney that the Development meets the definition of a “multiphase project” as defined in the Federal Register. The letter must also include: (i) the name of the declared first phase Development and the Corporation-assigned Application number, (ii) the total number of phases and the projected Development name for each phase, (iii) the total number of buildings in each phase, (iv) the expected completion date for each phase, and (e) any other information as determined by the Corporation and stated in the invitation to enter credit underwriting.

To qualify for the basis boost, subsequent phases must meet the requirements in (c)(i) below.

(c) Basis Boost Qualifications

With regard to Housing Credits, HUD provides regulatory guidance on the effective date of Difficult Development Area (DDA) and Qualified Census Tract (QCT) lists for the purpose of determining whether a Development qualifies for an increase in eligible basis in accordance with Section 42(d)(5)(B) of the IRC. HUD’s notice published in the October 17, 2016 edition of the Federal Register ([https://www.huduser.gov/portal/Datasets/QCT/QCTDDA2018\\_No tice.pdf](https://www.huduser.gov/portal/Datasets/QCT/QCTDDA2018_No%20tice.pdf)) governs the eligibility for a basis boost for the Development proposed in this RFA.

(i) Subsequent Phase of a Multiphase Development

For purposes of this RFA, a subsequent phase of a multiphase Development is one where the first phase was

appropriately identified as such and received an award of Housing Credits (“initial award”) in one of the following: (i) the 2011 Universal Application Cycle, (ii) a Request for Proposal or Request for Application (“RFP” or “RFA”) issued in calendar year 2013, 2014, 2015, 2016, or 2018, or (iii) a Non-Competitive Housing Credit Application (awarded through a Corporation competitive RFA process or a Non-Corporation Bond issuer’s competitive application).

For the phase to qualify as a subsequent phase, after the initial award, (A) the Applicant must have submitted an Application for Housing Credits in immediately consecutive years, per the HUD requirements, (B) the 730-day period following the initial award must not end prior to the submission deadline for the Corporation’s competitive RFA or a Non-Corporation Bond issuer’s competitive application, per HUD’s requirements, and (C) the subsequent phase must have at least one (1) building located within the boundary of the declared HUD-designated DDA or HUD-designated QCT which applied to the Development declared as the first phase by the first phase Applicant. Note: Developments located only in a Geographic Areas of Opportunity (outlined in (4)(e) below) do not qualify as a multiphase Development.

If the proposed Development qualifies as a subsequent phase of a multiphase Development, the Applicant must indicate as such in Exhibit A and provide the Corporation-assigned Application number for the Development where the first phase was declared and awarded an allocation of Housing Credits.

The proposed Development’s subsequent phase status will be confirmed during the credit underwriting process. If it is determined that the proposed Development does not meet the criteria to be designated a subsequent phase of a multiphase Development, it will no longer be considered a subsequent phase of a multiphase Development.

(ii) HUD-designated Small Area DDA (SADDA)

A proposed Development may qualify as a first phase and be eligible for the basis boost in subsequent RFAs if the proposed Development is located within a HUD-designated Small Area DDA (SADDA), as defined in Section 42(d)(5)(B)(iii), IRC. The SADDA designation will only apply to the building(s) located within the applicable SADDA Zip



Code Tabulation Area (ZCTA) and only those building(s) will be eligible for the basis boost.

HUD has assigned a ZCTA number to each SADDA, available at

<https://www.huduser.gov/portal/Datasets/qct/DDA2018M.PDF> and <http://qct.huduser.gov/tables/saddatables.odt>.

The applicable HUD mapping software is available at [https://www.huduser.gov/portal/sadda/sadda\\_qct.html](https://www.huduser.gov/portal/sadda/sadda_qct.html).

To qualify, the Applicant must identify, in Exhibit A, the ZCTA number(s) for the proposed Development.

During credit underwriting and at the time of Final Cost Certification, if it is determined that there are buildings located outside of the applicable SADDA ZCTA, the Corporation reserves the right to reduce the Housing Credit Allocation if the eligible basis for the building(s) located in the applicable SADDA ZCTA is not sufficient to support the request amount.

(iii) HUD-designated Non-Metropolitan DDA

A proposed Development may qualify as a first phase and be eligible for the basis boost in subsequent RFAs if the Development county, as stated in Exhibit A, is located within a HUD-designated non-metropolitan DDA as defined in Section 42(d)(5)(B)(iii), IRC. The 2018 HUD-designated non-metropolitan DDAs are available here:

<https://www.huduser.gov/portal/Datasets/qct/DDA2018NM.PDF>.

(iv) HUD-designated QCT

A proposed Development may qualify as a first phase and be eligible for the basis boost in subsequent RFAs if the entire Development is located, as of Application Deadline, within a HUD-designated QCT, as defined in Section 42(d)(5)(B)(ii), IRC, as amended and based on the current census, as determined by HUD.

The HUD-designated QCTs are available here:

<https://www.huduser.gov/portal/Datasets/qct/QCT2018M.PDF> and

<https://www.huduser.gov/portal/Datasets/qct/QCT2018NM.PDF>.

To qualify, the Applicant must provide a copy of a letter from the local planning office or census bureau verifying

the entire proposed Development site is located within the referenced QCT as **Attachment 13** to Exhibit A.

(d) Housing Credit Equity Proposal

A HC equity proposal must be provided as **Attachment 14**. For purposes 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:

- (i) If the Eligible HC Request Amount is less than the anticipated amount of credit allocation stated in the equity proposal, the equity proposal will be considered a source of financing and, for scoring purposes, the maximum amount of HC equity to be permitted in the Development Cost Pro Forma will be adjusted downward from the amount stated in the equity proposal. This adjusted maximum HC equity will be calculated by taking the total amount of equity to be provided to the proposed Development as stated in the equity proposal letter, dividing it by the credit allocation stated in the equity proposal and multiplying that quotient by the Applicant's Eligible HC Request Amount. If the Eligible HC 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 the maximum amount of HC equity to be permitted for scoring in the Development Cost Pro Forma will be the amount stated in the equity proposal.
- (ii) If syndicating/selling the Housing Credits, the Housing Credit equity proposal must 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.

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 (a) above or the Applicant must submit separate documentation, signed by the equity provider, expressly stating any required criteria not provided in the agreement.

- (iii) If not syndicating/selling the Housing Credits, the owner's commitment to provide equity must be provided. The commitment must include the following information and evidence of ability to fund must be provided as **Attachment 14** to the Application:
- 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.

Note: Exhibit D to the RFA outlines the requirement and deadline for the Applicant's confirmation that the documented 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).

- (2) Applicants that select the Persons with Disabling Condition Demographic Commitment are eligible for SAIL, and must complete the following to determine the Eligible SAIL Request Amount

The Applicant must state the amount of SAIL funding it is requesting, as well as on the Development Cost Pro Forma. The SAIL loan shall be non-amortizing and shall have an interest rate as stated in Section Four, A.2.a. of the RFA. The terms and conditions of the SAIL loan are further outlined in Rule Chapter 67-48, F.A.C.

- (a) The Applicant must state the amount of SAIL funding it is requesting, as well as on the Development Cost Pro Forma.

The SAIL Request Amount is limited to \$70,000 per unit; however, the SAIL Request Amount plus the ELI Loan Request Amount is limited to the lesser of the following:

- (i) \$4,000,000;
- (ii) The following limits, as applicable:

- (A) 25 percent of the Total Development Cost (which includes the ELI Loan Amount), if the Applicant commits to less than 80 percent of the total units for the Persons with a Disabling Condition Demographic commitment at question 2.a. of Exhibit A; or
- (B) 35 percent of the Total Development Cost (which includes the ELI Loan Amount), if the Applicant commits to at least 80 percent of the total units for the Persons with a Disabling Condition Demographic commitment at question 2.a. of Exhibit A.

(b) ELI Loan Request Amount

The Applicant must state the amount of ELI Loan funding it is requesting, as well as on the Development Cost Pro Forma. The ELI loan shall be forgivable. The terms and conditions of the ELI loan are further outlined in Exhibit E.

All Applicants that select the Persons with Disabling Condition Demographic Commitment must commit to set aside 15 percent of the total units in the proposed Development to serve Extremely Low Income Households. Applicants that select the Persons with Disabling Condition Demographic Commitment are eligible for SAIL funding and therefore also eligible for ELI Loan funding for the required ELI Set-Aside units, not to exceed 5 percent of the total units.

Applicants that select the Persons with Disabling Condition Demographic Commitment should state the amount of ELI Loan funding the proposed Development is eligible to receive in Exhibit A, as well as on the Construction/Rehab and Permanent Analysis. Note: Applicants are limited to a total SAIL Request (SAIL plus ELI Loan) of \$4,000,000. Applicants not requesting the maximum amount of ELI funding will still be required to set aside 15 percent of the total units in the proposed Development to serve Extremely Low Income Households.

The ELI Loan will be limited to an amount not to exceed the ELI Set-Aside per unit limits that are dependent upon the proposed Development's unit mix and the county where the proposed Development is located, as outlined on the chart at Section Four, A.6.c.(2)(b) above. For each proposed ELI Set-Aside unit, the proposed Development must take a unit that would otherwise be at 60 percent AMI or higher and restrict it as an ELI Set-Aside unit. The ELI Set-Aside units must be distributed across the unit mix on a pro-rata basis. To ensure this proportionate distribution, Applicants are strongly encouraged to use the RFA 2018-108 ELI Maximum Determination Worksheet which is available on the Corporation's

<http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-108/other-information-related-to-rfa-2018-108> (also accessible by clicking [here](#)). By entering the data into the Worksheet, the number and unit mix of the ELI Set-Aside units along with the maximum amount of the ELI Loan will calculate automatically. This maximum ELI Loan amount can then be entered into the appropriate Application response. However, if the ELI Set-Aside units are not proportionally distributed across the unit mix or if a per unit funding amount(s) is used that is higher than the limit permitted, the Corporation will redistribute the ELI Set-Aside units and/or utilize the appropriate per unit funding limit, as needed, to lower the ELI Loan Amount to the maximum allowed. The terms and conditions of the ELI Loan are outlined in Exhibit E of the RFA.

(c) SAIL and/or ELI Request Adjustments, if applicable

During the scoring process, if the Applicant states a SAIL and/or ELI Loan Request Amount that is greater than the amount the Applicant is eligible to request, the Corporation will reduce the SAIL request amount down so that the maximum of SAIL plus ELI is equal to \$4,000,000. The Applicant's SAIL and ELI Loan Request Amount will be reviewed for compliance with the per unit limit and per Development limit.

If a reduction in the SAIL and/or ELI Loan Request Amount is needed and a funding shortfall is created in either the Construction/Rehab and/or the Permanent Analysis of the Applicant's Development Cost Pro Forma, the amount of the adjustment(s), to the extent needed and possible, will be offset by increasing the deferred Developer fee up to the maximum eligible amount as provided below.

(3) Applicants that select the Persons with Developmental Disabilities Demographic Commitment are eligible for grant funding may request up to \$4,000,000 in grant funding. There is no additional funding for the required ELI Set-Aside Units.

(4) Other Corporation Funding

(a) If the 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) The Applicant must list any other Corporation funding that is intended to be utilized as a source of financing for the proposed Development.

b. Non-Corporation Funding Proposals

Unless stated otherwise within this RFA, for funding, other than Corporation funding and deferred Developer fee, to be counted as a source on the Development Cost Pro Forma, 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 15** to Exhibit A and continue 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, the following will not be considered a source of financing: net operating income, capital contributions not documented in accordance with financing proposals that are not from a Regulated Mortgage Lender, fee waivers or any portion of any fees that are reimbursed by the local government. Additionally, fee waivers or any portion of any fees that are reimbursed by the local government cannot be considered as Development costs.

(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.

Each financing proposal shall contain:

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

Note: Eligible Local Government financial commitments (i.e., grants and loans) can be considered a source of financing without meeting the requirements above if the Applicant provides the properly completed and executed Local Government Verification of Contribution – Grant Form (Form 08-16) and/or the Local Government Verification of Contribution – Loan Form (Form 08-16) and such grant and/or loan is effective at least through December 31, 2018. A loan with a forgiveness provision (and no accrued interest charges) requiring approval of the Local Government can be treated as a loan or a grant, for scoring purposes. Either the "Loan" or the "Grant" verification forms can be used. The grant and loan forms (Form 08-16) are available on the Corporation Website at: <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-108/forms-related-to-rfa-2018-108> (also

accessible by clicking [here](#)). If the loan form is used for a loan with forgiveness provision (and no accrued interest charges), the space for entering the net present value of the loan is not applicable to this RFA and will not be considered.

(2) Financing that has closed:

(a) 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.

(b) 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.

(3) If the financing proposal is not from a Regulated Mortgage Lender in the business of making loans or a governmental entity, evidence of ability to fund must be provided. Evidence of ability to fund includes: (i) a copy of the lender's most current audited financial statements no more than 17 months old; or (ii) 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. Note: This provision does not apply to deferred Developer fee.

In the case where the seller of the Development's property is providing a seller's note (purchase money mortgage) to help finance the Applicant's acquisition of the property, evidence of its ability to fund the amount of the seller's note is not needed so long as the Application includes a letter from the seller that meets the financing proposal criteria outlined in (4)(a) above and the amount of the seller's note is equal to or less than the purchase price of the property.

- (4) If a financing proposal shows an amount less than the corresponding line item on the Development Cost Pro Forma, only the financing proposal amount will be considered as a funding source. However, if a financing proposal shows an amount greater than the corresponding line item on the Development Cost Pro Forma, up to the total amount of the financing proposal amount may be utilized as a funding source, if needed.
- (5) The loan amount may be conditioned upon an appraisal or debt service coverage ratio or any other typical due diligence required during credit underwriting.
- (6) Financing proposals may be conditioned upon the Applicant receiving the funding from the Corporation for which it is applying.
- (7) 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.
- (8) 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.

c. 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 (both Corporation and non-Corporation funding). 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 funding Request Amount is adjusted downward, this may result in a funding shortfall. If the Applicant has a funding shortfall, it will be ineligible 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 below. Waived or reimbursed fees or charges are not considered costs to the Development and therefore, should not be included on the Development Cost Pro Forma. Note: deferred Developer fees are not considered "waived fees."

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, or contingency reserve that exceeds the stated Application limits, the Corporation will



adjust the fee to the maximum allowable. As stated below, Applicants may not enter any amounts pertaining to operating deficit reserves. The Corporation will not consider any operating deficit reserves listed on the Pro Forma.

Unless stated otherwise in this RFA, except for deferred Developer fee, the Application requires complete information on all sources of Development funding 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 of monetary funds determined to be in funding proposals must equal or exceed uses.

(1) Developer Fee

Each Developer fee component listed in (i) and (ii) below shall not exceed the respective amounts described below:

- (a) Developer Fee on Acquisition Costs, is limited to 21 percent\* of the Total Acquisition Cost of Existing Development (excluding land) stated on the Development Cost Pro Forma in Column 3 of Item B, rounded down to the nearest dollar; and
- (b) Developer Fee on Non-Acquisition Costs, is limited to 21 percent\* of the net amount after deducting Total Acquisition Cost of Existing Development (excluding land) (Column 3 of Item B) from the Development Cost stated on the Development Cost Pro Forma in Column 3 of Item C, rounded down to the nearest dollar.

If the maximums stated in (a) or (b) are exceeded, the Corporation will adjust the amount down to the maximum allowed. Additionally, the Corporation may further adjust the Developer Fee on Acquisition Costs, and/or Developer Fee on Non-Acquisition Costs stated on the Development Cost Pro Forma and used to calculate the Developer Fee in Item D of the Development Cost Pro Forma. The conditions for such adjustments are stated below:

- If the amount of Developer fee on Acquisition Costs is more than the amount allowed in (i) above, AND if the amount of Developer fee on Non-Acquisition Costs is less than the amount allowed in (ii) above, the Corporation will reduce the amount of Developer fee on Acquisition Costs to the maximum allowed amount, and increase the amount of Developer fee on Non-Acquisition Costs by the amount reduced in the Developer fee on Acquisition Costs, up to the maximum allowed amount.
- If the amount of Developer fee on Non-Acquisition Costs is more than the amount allowed in (ii) above, AND if the amount of Developer fee on Acquisition Costs is less than the amount allowed in (i) above, the Corporation will reduce the amount of Developer fee on Non-Acquisition Costs to the maximum allowed amount, and

increase the amount of Developer fee on Acquisition Costs by the amount reduced in the Developer fee on Non-Acquisition Costs, up to the maximum allowed amount.

\*The Developer Fee is limited to 16 percent of the Development Cost; however, the Corporation will allow Applicants to provide a Developer Fee up to 21 percent of the Development Cost to be stated on the Development Cost Pro Forma, with up to 5 percent of the Development Cost placed in an operating deficit reserve account to be held by the Corporation or its servicer. This portion of the total Developer fee is referred to as the operating deficit reserve proportion. The operating deficit reserve portion will be verified and sized during credit underwriting. Any disbursements from said operating deficit reserve account shall be reviewed and approved by the Corporation or its servicer. Upon the expiration of the Compliance Period, any remaining balance may be drawn to pay down any outstanding Corporation debt on the proposed Development. If there is no Corporation loan debt on the proposed Development at the end of the Compliance Period, then any remaining balance in said operating deficit reserve account shall be placed in a replacement reserve account for the proposed Development. In no event shall the remaining balance in said operating deficit reserve account be paid to the Developer.

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.

(2) 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, rounded down to the nearest dollar.

(3) Contingency Reserves

For Application purposes, the maximum hard and soft cost contingencies allowed cannot exceed (a) 5 percent of hard and soft costs for Development Categories of New Construction; or (b) 15 percent of hard costs and 5 percent of soft costs for Development Categories of Rehabilitation, with Acquisition, as further described in Rule Chapter 67-48, F.A.C. The determination of the contingency reserve is limited to the maximum stated percentage of total actual construction costs (hard costs) and general development costs (soft costs), as applicable.

(4) 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. Applicants may not enter any amounts pertaining to any type of reserve other than the contingency reserve mentioned above and, if applicable, any

reserve permitted in the RFA and established as a subset of Developer fee, on the Development Cost Pro Forma as part of the Application process. A reserve, including an operating deficit reserve, if necessary as determined by an equity provider, first mortgage lender, and/or the Credit Underwriter engaged by the Corporation in its reasonable discretion, will be required and sized in credit underwriting. The inclusion of any reserve is not permitted in the Application (other than the permitted contingency reserve) which may include, but is not limited to, operating deficit reserve, debt service shortfalls, lease-up, rent-re-stabilization, working capital, lender or syndicator required reserve(s), and any pre-funded capital (replacement) reserves. If any reserve other than the permitted contingency reserve and the Developer fee subset, if applicable, can be identified and is included in the Development Cost Pro Forma, the Corporation will remove it during Application scoring.

In exchange for receiving funding from the Corporation, the Corporation reserves the authority to restrict the disposition of any funds remaining in any operating deficit reserve(s) after the term of the reserve's original purpose has terminated or is near termination. Authorized disposition uses are limited to payments towards any outstanding loan balances of the Development funded from the Corporation, any outstanding Corporation fees, any unpaid costs incurred in the completion of the Development (i.e., deferred Developer fee), the Development's capital replacement reserve account (provided, however, that any operating deficit reserve funds deposited to the replacement reserve account will not replace, negate, or otherwise be considered an advance payment or pre-funding of the Applicant's obligation to periodically fund the replacement reserve account), the reimbursement of any loan(s) provided by a partner, member or guarantor as set forth in the Applicant's organizational agreement (i.e., operating or limited partnership agreement) and, in the case of a Development with a Homeless or Persons with a Disabling Condition Demographic Commitment, another operating deficit reserve whereby its final disposition remains under this same restriction. The actual direction of the disposition is at the Applicant's discretion so long as it is an option permitted by the Corporation. In no event, shall the payment of amounts to the Applicant or the Developer from any operating deficit reserve established for the Development cause the Developer fee or General Contractor fee to exceed the applicable percentage limitations provided for in this RFA.

d. Qualifying Financial Assistance Funding Preference

To qualify for the Qualifying Financial Assistance Funding Preference, Applicants must state the amount of cash loans, cash grants and/or cash on hand ("Cash Funding") from Local Government entities and/or other non-Corporation sources (all of which, for purposes of this provision, will be considered to be "Qualifying Financial Assistance").

- (1) Applicants that commit to serve the Persons with a Disabling Condition Demographic Commitment will receive a funding preference as described in Section Five, B.3. of the RFA if the Qualifying Financial Assistance sources are equal to at least 3 percent of the Applicant's Eligible SAIL Request Amount (exclusive of the ELI Loan amount).
- (2) Applicants that commit to serve the Persons with Developmental Disabilities Demographic Commitment will receive a funding preference as described in Section Five, B.3. of the RFA if the Qualifying Financial Assistance sources are equal to at least 3 percent of the Applicant's Eligible Grant Request Amount.

The financing proposal documentation provided in accordance with Section Four A.10.b. below will be reviewed for financing terms. If a financing proposal shows an amount less than the corresponding line item at question 10.d. of Exhibit A, only the financing proposal amount will be considered Qualifying Financial Assistance. However, if a financing proposal shows an amount in excess of the corresponding line item at question 10.d. of Exhibit A, up to the total amount of the financing proposal amount may be utilized as Qualifying Financial Assistance, if needed. Any Qualifying Financial Assistance identified in this section must be included on the Development Cost Pro Forma. If the Applicant qualifies for this funding preference and is awarded funding under this RFA, the Applicant must provide and maintain an amount equal to or greater than 3 percent of the Applicant's Eligible Grant Request Amount or Eligible SAIL Request Amount, as applicable, (exclusive of the Eligible ELI Loan Request Amount) within the permanent sources of financing. Qualifying Financial Assistance for which acceptable funding proposals are not provided will not be counted as a source of funding or as Qualifying Financial Assistance. Note: In-kind donations or any other donation of property, except as outlined below, or assets or waiver of any fees as well as any funding from the Corporation will not be considered Qualifying Financial Assistance.

e. Per Unit Construction Funding Preference

- (1) The following Applications will qualify for this funding preference, as outlined in Section Five of the RFA:
  - (a) Applications with a Development Category of New Construction, and
  - (b) Applications with a Development Category of Rehabilitation, with Acquisition, 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, with Acquisition, 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 in Exhibit A.

**B. Addenda**

The Applicant may use the Addenda section of Exhibit A to provide any additional information or explanatory addendum for items described in Section Four, A. above. The Addenda section of Exhibit A may not be used to provide any additional information or explanatory addendum for items described in Section Four, C. below. Please specify the particular item to which the additional information or explanatory addendum applies.

**C. Narrative Scoring**

1. Operating/Managing Permanent Supportive Housing Experience (Maximum of 40 points)
  - a. If the Applicant intends to manage the Development, describe the Applicant's experience in operating and managing Permanent Supportive Housing, including performing operations and management functions specific to the needs of the intended residents.
  - b. 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 and describe the management company's experience in operating and managing Permanent Supportive Housing. The Applicant's and/or management company's experience should include the 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. This includes understanding the variety of residents' housing and supportive services needs to maintain stability in the community.

The management company's experience should include experience with developments that are similar in size to the proposed Development.

- c. Applicant responses to this item will be evaluated based on the following criteria: (1) strength of information provided about the experience of the Applicant and/or, if appropriate, the management company in handling the following aspects of management/operations: tenant screening, selection and move-in; leasing, lease enforcement and rent collections; reasonable accommodations for persons with disabilities; safety and security; maintenance of the physical plant; coordination between property management and services coordination staff, as well as the coordination between on-site services and off-site supportive services, case management and benefits (including the role of Applicant and, if appropriate, management company); management of common space used by community-based service providers; compliance issues; and long-term asset management issues; (2) if the property will be managed by an entity other than the Applicant, a description of the distinct roles of the Applicant and management company in setting policies and procedures and implementation

of the items listed in (1) and how collaboration will occur between the two; and (3) a description of how the Applicant expects to set and oversee achievement of targeted outcomes for residents and the property.

The Applicant's description(s) is limited to no more than three (3) typed pages within the text box at question C.1. of Exhibit A. Note: Although the online Application system allows for more than three (3) pages, any portion of the description that is beyond three (3) pages will not be considered.

Note: Providing only a list of Permanent Supportive Housing Developments and/or units will not be a sufficient description of experience for any Applicant or the management company.

2. Access to Community-Based Services and Resources (Maximum 55 Points)

The ability of the tenants at the proposed Development to effectively and efficiently access community-based services and resources is vital to assist these households in obtaining and maintaining a level of stability and self-sufficiency in their community. As specified in each section below, provide a description of the Applicant's plan to provide access to general community services, as well as specific supportive services and resources that address the needs of these intended tenants, described in question 2 of Exhibit A.

Applicant responses to these items will be evaluated based on the following criteria: (i) a description of the services as provided in the Applicant's descriptions below; (ii) a description of the partners, roles of each, and capacity of the partners that will provide or facilitate access to these services; (iii) a description of the public and/or private transportation options that will be available to residents of the proposed Development to ensure access to the described general services, including the modes, options and availability of transportation for residents to get to and from these resources; and (iv) a description of how the Applicant believes that the access outlined in (i), (ii) and (iii) above will lead to improvement of tenants' health, safety, stability, education and employment capacities, quality of life, and ability to successfully live in the community.

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

a. Access to community-based general services

Describe the community-based general services that will be accessible to tenants, such as shopping for groceries, medicine, clothing, and other household and personal items. Include other services such as public schools, higher education, training and employment opportunities that are appropriate for the intended tenants. If the description of how the intended residents will access the services includes public transportation, such as bus or rail, state the exact measurement of walking distance to the current bus or rail stop from the proposed Development. State how frequently the bus or rail stop may be accessed by the residents of the proposed Development. Include the cost to the tenant of all public and/or private transportation options listed. (Up to 20 Points)

The Applicant's description(s) is limited to no more than three (3) typed pages within the text box at question C.2.a. of Exhibit A. Note: Although the online Application system allows for more than three (3) pages, any portion of the description that is beyond three (3) pages will not be considered. If the Applicant is awarded funding but is unable to fulfill some or all of the commitments stated, the funding may be rescinded.

b. Access to community-based services and resources that address tenants' needs (Up to 35 Points)

Healthcare and supportive services provided by community-based services and resources are vital to help the intended households to achieve and maintain optimal wellness, stability and self-sufficiency in the community. Additionally, the availability of community based healthcare and supportive services for the needs of the intended households is imperative to the sustainability of successful housing.

Describe how residents will be assisted to access appropriate physical health, behavioral health and wellness, and self-sufficiency services and activities that can lead to stable and integrated lives in their community.

The description provided in all Applications should include the following:

- (1) The Development's physical proximity to health care and supportive services, and/or which services/programs will be provided on-site. If the description of how the intended residents will access the services includes public transportation, such as bus or rail, state the exact measurement of walking distance to the current bus or rail stop from the proposed Development. State how frequently the bus or rail stop may be accessed by the residents of the proposed Development. Include the cost to the tenant of all public and/or private transportation options listed;
- (2) All key supportive services and programs that will be provided directly through the Applicant, community partnership or other providers to assist the intended residents, and the benefits of offering these services/programs; and
- (3) If the intended residents are those who are transitioning from an institution or community residential care, in addition to the above information, describe how the transitioning residents' preferences and continued support and healthcare needs will be met through access to community-based resources now that the individual will be living in the independent Permanent Supportive Housing Development. This includes physical, medical, behavioral, functional, and social preferences and needs, as applicable. Explain how these will be identified and how the determination will be made that the services, supports and resources needed to live independently are available at the proposed Development. Explain how the Resident Services Coordination Plan

service plan is supported at the proposed Development. Examples would be 24-hour staff, capacity for specialized medical equipment, and/or partnerships with a Managing Entity, as defined by the Agency for Healthcare Administration or Medicaid Managed Care organization, as defined by the Department of Children and Families.

Applicants that are proposing Developments serving the Persons with Disabling Conditions Demographic Commitment should also include the following in the description provided:

The nature of any partnerships with the Local Homeless Assistance Continuum of Care lead agency and members as well as other relevant linkages with lead agencies or services providers that are key to helping the intended households maintain stability in the community. These descriptions should describe how the provision of the services is funded.

The Applicant's description(s) is limited to no more than three (3) typed pages within the text box at question C.2b. of Exhibit A. Note: Although the online Application system allows for more than three (3) pages, any portion of the description that is beyond three (3) pages will not be considered. If the Applicant is awarded funding but unable to fulfill some or all of the commitments stated, the funding may be rescinded.

3. Approach Toward Tenant Application and Screening Procedures for Households Applying for Tenancy (Up to 25 Points)

While property management procedures must incorporate an eligibility process for tenancy that appropriately manages the viability of the property and safety of current tenants, the Corporation expects Applicants to balance this with a process that is welcoming to all prospective tenants and considers a prospective tenant's current and former circumstances. As a result of these households' low incomes and special needs, they often have conditions in their employment, credit, income, criminal and rental history that affect their ability to meet traditional requirements for tenancy in safe and decent rental housing.

For points, the Applicant must describe the specific housing application process and tenant screening criteria, procedures and policies that will be used by the Applicant's property management to assist in determining whether a prospective tenant is eligible for tenancy. The Applicant's narrative should be focused on application and screening procedures, not the services that will be provided to welcome or support a tenant once approved for move-in or after move-in. The screening procedures provided in the Applicant's narrative should focus on procedures and policies that assist in lowering and overcoming barriers related to the income, credit, criminal and rental history of ELI persons and Persons with a Disabling Condition that would normally prevent them from being approved for tenancy under traditional tenant screening criteria and policies.

Tenant Application

The narrative should explain in detail how the Applicant will facilitate a household's



ability to acquire, complete and submit the rental application. The Applicant’s rental application policies should include specific information on how the Applicant will increase a prospective tenant’s ability to apply for and access the rental housing by reducing barriers such as application fees, security deposits and other related move-in fees.

Tenant Screening

The Corporation is interested in tenant screening policies that demonstrate how the Applicant will improve a prospective tenant’s opportunity to qualify for tenancy. The Applicant should describe the detailed tenant screening procedures and policies to be implemented that will consider the nature and extent of barriers found in a tenant’s income, credit, criminal and rental history that might adversely affect the intended household’s ability to qualify for and access safe and decent rental housing. The tenant screening procedures and policies should also describe the look-back period that will be implemented when screening a prospective tenant’s criminal, rental and credit history.

In addition to this narrative, a Tenant Selection Plan shall be provided during credit underwriting that describes these specific tenant screening and application procedures and policies.

The Applicant’s description is limited to no more than three (3) typed pages within the text box at question C.3. of Exhibit A. Note: Although the online Application system allows for more than three (3) pages, any portion of the description that is beyond three (3) pages will not be considered.

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.

**SECTION FIVE  
SCORING AND EVALUATION PROCESS**

**A. Scoring the RFA**

**1. Determining Eligibility**

Only Applications that meet all of the following Eligibility Items will be eligible for funding and considered for funding selection.

<b>Eligibility Items</b>
Submission Requirements met*
Demographic Commitment selected
At least one (1) persons with a Disabling Condition population selected, if applicable
Demographic Commitment description provided
Authorized Principal Representative provided
Name of Applicant provided

Evidence Applicant is a legally formed entity provided
Evidence that Applicant qualifies as a Non-Profit Applicant provided
Documentation that the Applicant informed the jurisdiction's Local Continuum of Care lead agency head of its intent to apply for funding to develop housing provided
Name of Each Developer provided
Evidence that each Developer entity is a legally formed entity provided
General Development Experience Requirement met
Principals for Applicant and Developer(s) Disclosure Form provided
Name of Management Company provided
Prior General Management Company Experience requirement met
Name of Proposed Development provided
Development Category selected
Development Category Qualifying Conditions met
Development Type provided
County identified
Address of Development Site provided
Question whether a Scattered Sites Development answered
Development Location Point provided
Latitude and Longitude Coordinates for any Scattered Sites provided, if applicable
Total Number of Units, prior to any IRO designation, provided and within limits
Number of IRO Units provided
Number of new construction units and rehabilitation units provided
Occupancy status of any existing units provided
Minimum Set-Aside election provided
Total Set-Aside Breakdown Chart properly completed
Unit Mix provided
Evidence of Site Control provided
Status of Site Plan/Plat Approval demonstrated
Appropriate Zoning demonstrated
Availability of Electricity demonstrated
Availability of Water demonstrated
Availability of Sewer demonstrated
Availability of Roads demonstrated
Minimum Additional Green Building Features selected
Applicant's Housing Credit Request Amount provided
Applicant's SAIL or Grant Request Amount provided
Development Cost Pro Forma provided (listing expenses or uses) and Construction/Rehab analysis and Permanent analysis (listing sources) – Sources must equal or exceed uses
Financial Arrearage Requirements met**
Total Development Cost Per Unit Limitation met***
Minimum of 91 points awarded

\* Submission Requirement

To be eligible for funding, the following submission requirements must be met: (i) the Application must be submitted online by the Application Deadline, (ii) the required number of hard copies must be submitted by the Application Deadline, (iii) the Applicant's hard copy submission must be contained in a sealed package, (iv) the required Application fee must be submitted as of the Application Deadline, and (v) the Applicant Certification and Acknowledgement form, containing an original signature, must be included in the Application labeled "Original Hard Copy" as of the Application Deadline.

\*\* Financial Arrearage Requirement

An Application will be deemed ineligible for funding if, as of close of business the day before the Committee meets to make a recommendation to the Board, there remains 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.

\*\*\* Total Development Cost Per Unit Limitation

By submitting its Application, 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 Housing Credit allocation process.

The Corporation shall limit the Total Development Cost (TDC) per unit for all Developments categorized by the construction type of the units as indicated below and this limit is referred to as the TDC Per Unit Limitation. It is a limit based on TDC, but exclusive of land costs and exclusive of any operating deficit reserves that are part of the permanent phase (i.e., non-construction) financing for the Development which have not been included within the Developer fee, applying any applicable TDC multiplier and/or TDC add-on. The proposed Development's TDC will be tested against the TDC Per Unit Limitation during the scoring of the RFA, utilizing the Development Type, Development Category and concrete determination made by the Applicant in the RFA and it will apply to all units in the proposed Development. During the credit underwriting process, and during the final allocation process, the maximum TDC per unit will be recalculated for each unit type as described in Item 1 of Exhibit C, with consideration given to whether the Development consists one or more Development Types, a mix of both new construction and rehabilitation units, or a mix of wood and concrete units.

Any Application that has an amount that exceeds these limitations during scoring will not be eligible for funding. These TDC Per Unit Base Limitation amounts, inclusive of any applicable TDC multiplier and/or TDC add-on, are effective during the scoring process. Item 1 of Exhibit C provides the TDC Per Unit Base Limitation amounts that account for an escalation factor to be incorporated for the credit underwriting process and final allocation process, as explained in the exhibit.

**Total Development Cost Per Unit Base Limitations to be used during the scoring process**

Measure	New Construction Units					Rehabilitation Units	
	Garden Wood*	Garden Concrete*	Mid-Rise-Wood*	Mid-Rise-Concrete*	High-Rise*	Garden*	Non-Garden*
Maximum TDC Per Unit Limitation ** for all counties except Broward and Miami-Dade	\$188,800	\$227,000	\$227,000	\$250,300	\$298,800	\$158,700	\$223,600
Maximum TDC Per Unit Limitation ** for Broward and Miami-Dade counties	\$198,100	\$238,100	\$238,100	\$262,400	\$313,300	\$166,400	\$234,500
Applicable TDC Multipliers (to be applied against the Development’s TDC) and TDC Add-Ons (to be added to the Maximum TDC Per Unit Limitation)							
Demographic Commitment of either persons with a Disabling Condition or Persons with Developmental Disabilities (all Applicants in this RFA)					90%		
TDC Multiplier for all Developments that consist of 50 total units or less and not located in the Florida Keys Area					90%		
TDC Multiplier for all Developments that consist of more than 50 total units, but not more than 80 total units and not located in the Florida Keys Area					95%		
TDC Multiplier for Florida Keys Area for all areas north of Plantation Key (i.e., north of Tavernier Creek)					65%		
TDC Multiplier for Florida Keys Area for all areas located on or south of Plantation Key (i.e., south of Tavernier Creek)					50%***		
TDC Add-On for Applicants that have a PHA as a Principal					\$5,000 of additional per unit costs will be added to the above Maximum TDC Per Unit Limitation		

\* 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 includes Development Type of High Rise (7 or more stories)

\*\* Exclusive of land costs and exclusive of any approved operating deficit reserves that are part of the permanent phase (i.e., non-construction) financing for the Development which have not been included within the Developer fee. When the term of operating deficit reserves (ODR) is mentioned in this TDC Per Unit Limitation section, the term shall refer to these particular operating deficit reserves. For purposes of land valuation (as with all property acquisition valuation), the Corporation uses the lesser of the appraised value, or the actual acquisition cost. If the Applicant has entered into a lease for the development site and a sublease or intermediate lease is involved, the lease payments recognized by the Corporation to identify development costs cannot exceed the lesser of market value or the actual capitalized amount of the master lease. When land costs are referenced in this TDC Per Unit Limitation section, the reference shall be limited to the amount of the land cost or capitalized lease cost approved by the Corporation to be provided in the final cost certification under the land owned or land lease cost line item. Any amounts in excess of these limits would be considered as a subset of developer’s fee. When the term of TDC Per Unit Base Limitation is mentioned below in the compliance determination sections, it is implied to be inclusive of any applicable escalation factor, TDC Multiplier, and/or TDC Add-On.

\*\*\* If the proposed Development consists of Scattered Sites, the 50% TDC Multiplier applies only if all of the sites are located south of Tavernier Creek.

**2. Awarding Points**

<b>Point Items</b>	<b>Maximum Points</b>
Submission of Principal Disclosure Form stamped by Corporation as "Pre-Approved"	5
Development Experience Withdrawal Disincentive	5
Operating/Managing Experience	40
Access to Community-Based Services and Resources:	--
Access to Community-Based General Services	20
Access to Community-Based Services and Resources that Address Tenants' Needs	35
Approach Toward Tenant Application and Screening Procedures for Households Applying for Tenancy	25
<b>Total Possible Points</b>	<b>130</b>

**B. Selection Process****1. Funding Available**

- a. Competitive Housing Credits: \$2,465,000
- b. SAIL: \$4,000,000
- c. Grant Funding: \$4,000,000

**3. Application Sorting Order**

The highest scoring Applications will be determined by first sorting together all eligible Applications from highest score to lowest score, with any scores that are tied separated in the following order:

- a. First, by Managing Permanent Supportive Housing Experience points received in question C.1. of Exhibit A;
- b. Next, by the Application's Leveraging Classification, with Applications having a lower amount of total Corporation funding per Set-Aside Unit above those with a higher amount of total Corporation funding per Set-Aside Unit as further described in Item 2 of Exhibit C;
- c. Next, by the Application's eligibility for the Qualifying Financial Assistance Funding Preference as described 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);

- d. Next, by the Per Unit Construction Funding Preference which is outlined in Section Four, A.10.e. of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);
- e. By the Application's eligibility for the Florida Job Creation Funding Preference which is outlined in Item 3 of Exhibit C of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference); and
- f. By lottery number, resulting in the lowest lottery number receiving preference.

**4. County's Award Tally**

As each Application is selected for tentative funding, the county where the proposed Development is located will have one (1) Application credited towards the County's Award Tally. The Corporation will prioritize eligible unfunded Applications that can be fully funded and are located within counties that have the lowest County Award Tally above other eligible unfunded Applications with a higher County Award Tally that can be fully funded, even if the Applications with a higher County Award Tally are higher ranked.

**5. The Funding Selection Process**

- a. The first Application selected for funding will be the highest ranking eligible Application.
- b. Remaining Funding

If funding remains, then the highest ranking eligible unfunded Applications that can be fully funded will be selected for funding, subject to the County Award Tally. If no eligible unfunded Applications can be fully funded, then no further Applications will be selected for funding and the remaining Housing Credits, Grants and SAIL funding will be distributed as approved by the Board.

**6. Returned Funding**

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

**SECTION SIX  
AWARD 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 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 applying the funding selection criteria outlined in Section Five 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.

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.

After the Board's decision to select Applicants for funding in this RFA has become final action, the Corporation shall offer all Applicants within the funding range an invitation to enter credit underwriting. The Corporation shall select the Credit Underwriter for each Development.

**Exhibit A to RFA 2018-108 - Financing for the Development of Housing for Persons with Disabling Conditions or Developmental Disabilities**

**1. Applicant Certification and Acknowledgement**

Provide the Applicant Certification and Acknowledgement, executed by the Authorized Principal Representative, as **Attachment 1**.

**2. Demographic Commitment**

a. Select the Demographic Commitment for the proposed Development:

(1) Persons with a Disabling Condition Demographic Commitment, as described in Section Four.

At least 70 percent, but less than 80 percent, of the total units will be set aside for Permanent Supportive Housing for persons with a Disabling Condition as defined in Section 420.0004(7), F.S.; and at least 20 percent of the total units must consist of Permanent Supportive Housing for individuals and families that meet the definition of Homeless as defined in Section 420.621(5), F.S., (which may be the same units set aside for persons with a Disabling Condition)

At least 80 percent of the total units will be set aside for Permanent Supportive Housing for persons with a Disabling Condition as defined in Section 420.0004(7), F.S.; and at least 20 percent of the total units must consist of Permanent Supportive Housing for individuals and families that meet the definition of Homeless as defined in Section 420.621(5), F.S., (which may be the same units set aside for persons with a Disabling Condition)

(2) Persons with Developmental Disabilities Demographic Commitment, as described in Section Four.

At least 70 percent of the units in the Development (prior to IRO designation) must consist of Permanent Supportive Housing for Persons with Developmental Disabilities as defined in Section 393.063(12), F.S.

b. For Applicants committing to the Persons with a Disabling Condition Demographic Commitment, the Applicant must select at least one (1) box from options (1) through (3) below that specifies the defined persons with a Disabling Condition population(s) that the Applicant proposes to serve. The Applicant may serve more than one of the populations below.

(1) Adult persons requiring independent living services in order to maintain housing or develop independent living skills and who have a Disabling



Condition that currently impairs or is likely to impair their physical mobility;

- (2) Persons receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits;
- (3) Adult persons requiring independent living services in order to maintain housing or develop independent living skills and who have a Disabling Condition that neither currently impairs nor is likely to impair their physical mobility, such as persons with a mental illness;

- c. As further explained in Section Four A.2.c of the RFA, the Applicant must describe the persons with a Disabling Condition population(s) to be served; or the Persons with Developmental Disabilities population(s) to be served. The Applicant's description(s) is limited to no more than four (4) typed pages within the text box below.

[Click here to enter text.](#)

### 3. Contact Person, Applicant, Developer, and Management Company

a. Contact Person

- (1) Authorized Principal Representative contact information (required)

Name: [Click here to enter text.](#)  
Organization: [Click here to enter text.](#)  
Street Address: [Click here to enter text.](#)  
City: [Click here to enter text.](#)  
State: [Click here to enter text.](#)  
Zip: [Click here to enter text.](#)  
Telephone: [Click here to enter text.](#)  
E-Mail Address: [Click here to enter text.](#)

- (2) Operational Contact Person information (optional)

Name: [Click here to enter text.](#)  
Organization: [Click here to enter text.](#)  
Street Address: [Click here to enter text.](#)  
City: [Click here to enter text.](#)  
State: [Click here to enter text.](#)  
Zip: [Click here to enter text.](#)  
Telephone: [Click here to enter text.](#)  
E-Mail Address: [Click here to enter text.](#)

b. Applicant

- (1) Name of Applicant:

[Click here to enter text.](#)

- (2) 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 2**.

- (3) Non-Profit Applicant qualifications

Does the Applicant or the General Partner or managing member of the Applicant meet the definition of Non-Profit as set forth in Rule Chapter 67-48, F.A.C. or Rule Chapter 67-21, F.A.C., as required?

[Choose an item.](#)

If “Yes”, provide the required information for the Non-Profit entity as **Attachment 3**.

- (4) Public Housing Authority as a Principal of the Applicant Entity

Is a Principal of the Applicant Entity a Public Housing Authority?

[Choose an item.](#)

- (5) Homeless Assistance Continuum of Care Requirements for All Applicants that selected the Demographic Commitment of Persons with a Disabling Condition

Provide documentation that the Applicant informed the jurisdiction’s Local Continuum of Care lead agency head of its intent to apply for funding to develop housing pursuant to this RFA must be submitted as **Attachment 4**.

c. General Developer Information

- (1) Name of each Developer (including all co-Developers):

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

- (2) For each Developer entity listed in question (1) above (that is not a natural person), provide, as **Attachment 5**, the required documentation demonstrating that the Developer is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline.

- (3) General Development Experience (5 Points)
  - (a) To be eligible for funding, for each experienced Developer entity, provide, as **Attachment 5**, the required prior experience chart for at least one (1) experienced natural person Principal of that entity.
  - (b) To receive five (5) points, the Applicant must meet the Development Experience Withdrawal Disincentive criteria.

d. Principals Disclosure for the Applicant and for each Developer (5 points)

(1) Eligibility Requirement

To meet the submission requirements, the Applicant must upload the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16) ("Principals Disclosure Form") with the Application and Development Cost Pro Forma, as outlined in Section Three of the RFA.

(2) Point Item

Applicants will receive 5 points if the uploaded Principal Disclosure Form was stamped "Approved" during the Advance Review Process provided (a) it is still correct as of Application Deadline, and (b) it was approved for the type of funding being requested (i.e., Housing Credits or Non-Housing Credits).

e. General Management Company Information

Name of the Management Company:

[Click here to enter text.](#)

**4. General Proposed Development Information**

a. Name of the proposed Development:

[Click here to enter text.](#)

b. Development Category

(1) Select the Development Category

[Choose an item.](#)

\*For purposes of SAIL funding, Rehabilitation includes Substantial Rehabilitation.

(2) The Development Category requirements are outlined in Section Four.

c. Select the Development Type

[Choose an item.](#)

- d. Concrete Construction Qualifications

Does the proposed Development meet the requirements to be considered Concrete Construction as outlined in Section Four A.4.d. of the RFA?

[Choose an item.](#)

**5. Location of proposed Development**

- a. County: [Choose a county.](#)  
b. Address of Development Site:

[Click here to enter text.](#)

- c. Does the proposed Development consist of Scattered Sites?

[Choose an item.](#)

- d. Latitude and Longitude Coordinates

- (1) Development Location Point

Latitude in decimal degrees, rounded to at least the sixth decimal place

[Click here to enter text.](#)

Longitude in decimal degrees, rounded to at least the sixth decimal place

[Click here to enter text.](#)

- (2) If the proposed Development consists of Scattered Sites, identify the latitude and longitude coordinate for each site, rounded to at least the sixth decimal place:

[Click here to enter text.](#)

Note: Developments are limited to three (3) Scattered Sites.

**6. Units**

- a. Number of units and, if applicable, IRO Units

- (1) All Applicants must state the total number of units (prior to any IRO designation) in the proposed Development: [Click here to enter text.](#)

- (2) For Applicants committing to the Persons with Developmental Disabilities Demographic Commitment, will the proposed Development consist of Individual Room Occupancy (IRO) Units?

[Choose an item.](#)

If “Yes”, the Applicant must answer questions (a), (b), and (c) below.

- (a) Two-Bedroom Shared Housing Units
- (i) Total number of two-bedroom units that are Shared Housing Units: [Click here to enter text.](#)
  - (ii) Multiply the number in (i) by 2. [Click here to enter text.](#)
- (b) Three-Bedroom Shared Housing Units
- (i) Total number of three-bedroom units that are Shared Housing Units: [Click here to enter text.](#)
  - (ii) Multiply the number in (i) by 3. [Click here to enter text.](#)
- (c) Total Number of IROs in the proposed Development

Calculate the total number of IRO Units by adding the number calculated in (a)(ii) plus (b)(ii) above: [Click here to enter text.](#)

- b. Provide the number of new construction units and rehabilitation units

[Choose an item.](#)

If “Combination of new construction and rehabilitation units” is selected, state the quantity of each type:

[Click here to enter text.](#) new construction units

[Click here to enter text.](#) rehabilitation units

- c. The Applicant must indicate which of the following applies to the Development site as of Application Deadline:

[Choose an item.](#)

- d. Set-Aside Commitments

- (1) Select one (1) of the following minimum set-aside commitments:

[Choose an item.](#)

- (2) Total Set-Aside Breakdown Chart

Total Set-Aside Breakdown Chart	
Percentage of Residential Units	AMI Level
<u>Enter Number</u> %	At or Below 25%
<u>Enter Number</u> %	At or Below 28%
<u>Enter Number</u> %	At or Below 30%
<u>Enter Number</u> %	At or Below 33%
<u>Enter Number</u> %	At or Below 35%
<u>Enter Number</u> %	At or Below 40%
<u>Enter Number</u> %	At or Below 45%
<u>Enter Number</u> %	At or Below 50%
<u>Enter Number</u> %	At or Below 60%
<b><u>Enter Number</u> %</b>	<b>Total Set-Aside Percentage</b>

e. Unit Mix Chart

- (1) For Applicants committing to the Persons with a Disabling Condition Demographic Commitment, complete the chart below.

Number of Bedrooms per Unit	Number of Baths per Unit	Number of Units per Bedroom Type	Number of Units that are ELI Set-Aside Units
<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>

- (2) For Applicants committing to the Persons with Developmental Disabilities Demographic Commitment, complete the chart below.

State the number of Bedrooms per Non-Shared Housing Unit and, if IRO Unit, state "IRO".	Number of Baths per Non-Shared Housing Unit, and, if IRO Unit, state 1 Bathroom	Number of Units per Bedroom Type (the total number of units in the column should equal the number of Non-Shared Units plus IRO units)	Number of Non-Shared Housing Units and IRO Units that are ELI Set-Aside Units
<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>	<u>Enter Number</u>

7. Readiness to Proceed

a. Site Control

Provide the required documentation to demonstrate site control as **Attachment 6**.

b. Ability to Proceed documents

- (1) Provide the required documentation to demonstrate the status of site plan or plat approval as **Attachment 7**.
- (2) Provide the required documentation to demonstrate zoning as **Attachment 8**.
- (3) Provide the required documentation to demonstrate availability of electricity as **Attachment 9**.
- (4) Provide the required documentation to demonstrate availability of water as **Attachment 10**.
- (5) Provide the required documentation to demonstrate availability of sewer as **Attachment 11**.
- (6) Provide the required documentation to demonstrate availability of roads as **Attachment 12**.

**8. Construction Features**

- a. Federal requirements and State Building Code requirements for all Developments are outlined in Section Four.
- b. General feature requirements for all Developments are outlined in Section Four.
- c. Accessibility feature requirements for all Developments, including Level 1 and Level 2 Accessibility Requirements, are outlined in Section Four.
- d. Green Building Features:
  - (1) Green Building feature requirements for all Developments are outlined in Section Four.
  - (2) Applicants of proposed Developments with the Development Category of New Construction must commit to achieve one of the following Green Building Certification programs described in Section Four.
  - (3) Proposed Developments with the Development Category Rehabilitation, with Acquisition, must select enough of the following Green Building Features so that the total point value of the features selected equals at least 10, in addition to committing to the required Construction Features listed in Section Four.
    - Programmable thermostat in each unit (2 points)
    - Humidistat in each unit (2 points)

- Water Sense certified dual flush toilets in all bathrooms (2 points)
- Light colored concrete pavement instead of or on top of asphalt to reduce the heat-island effect (2 points)
- Energy Star certified roof coating (2 points) \*
- Energy Star certified roofing materials (metal, shingles, thermoplastic polyolefin (TPO), or tiles) (3 points) \*
- Eco-friendly cabinets – no added urea formaldehyde and material must be certified by the Forest Stewardship Council, the Environmental Stewardship Program, or a certification program endorsed by the Programme for the Endorsement of Forest Certification (3 points)
- Eco-Friendly flooring for entire unit – Carpet and Rug Institute Green Label certified carpet and pad, FloorScore certified flooring, bamboo, cork, 80% recycled content tile, and/or natural linoleum (3 points)
- High Efficiency HVAC with SEER of at least 16 (2 points) \*\*
- Energy efficient windows in each unit (3 points)
  - For all Development Types except Mid-Rise and High Rise: Energy Star rating for all windows in each unit;
  - For Development Type of Mid-Rise and High Rise:
    - U-Factor of 0.50 or less and a SHHG of 0.25 or less where the fenestration is fixed; and
    - U-Factor of 0.65 or less and a SHHG of 0.25 or less where the fenestration is operable (i.e., the window opens)
- Florida Yards and Neighborhoods certification on all landscaping (2 points)
- Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings (2 points)

\*The Applicant may choose only one option related to Energy Star certified roofing.

\*\*Applicants who choose high efficiency HVACs must meet the standards listed here, which exceed the minimum Green Building Features required of all Developments Section Four A.8. of the RFA.

## 9. Resident Programs

The Resident Community-Based Service Coordination requirements for all Applicants are outlined in Section Four.

## 10. Funding

### a. Corporation Funding

- (1) Housing Credit Request Amount (annual amount): \$ [Click here to enter text.](#)



- (a) The maximum Housing Credit request amount available is provided in Section Four A.10. of the RFA.
- (b) Is the proposed Development the first phase of a multiphase Development?

[Choose an item.](#)

- (c) Basis Boost Qualifications

- (i) Is the proposed Development a subsequent phase of a multiphase Development?

[Choose an item.](#)

If “Yes”, state the Corporation-assigned Application Number for the Development where the first phase was declared: [Click here to enter text.](#)

- (ii) Are any buildings in the proposed Development located in a SADDA?

[Choose an item.](#)

If “Yes”, provide the SADDA ZCTA Number(s): [Click here to enter text.](#)

(The Applicant should separate multiple SADDA ZCTA Numbers by a comma.)

- (iii) Is the proposed Development located in a non-metropolitan DDA?

[Choose an item.](#)

- (iv) Is the proposed Development located in a QCT?

[Choose an item.](#)

If “Yes”, indicate the QCT Number: [Click here to enter text.](#) and provide the required letter from the local planning office or census bureau as **Attachment 13**.

- (d) The HC equity proposal must be provided as **Attachment 14**.

- (2) Total SAIL Request Amount, if applicable

- (a) Applicant’s SAIL Request Amount: \$ [Click here to enter text.](#)

- (b) Applicant’s ELI Loan Request Amount: \$ [Click here to enter text.](#)

(3) Total Grant Request Amount, if applicable

Applicant’s Grant Request Amount: \$ [Click here to enter text.](#)

(4) Other Corporation Funding:

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

Corporation File # <a href="#">Click here to enter text</a>	Amount of Funding \$ <a href="#">Click here to enter text</a>
--	--

(b) If any other Corporation funds will be incorporated as a source of financing for the proposed Development, provide the information in the chart below:

Corporation Program	Corporation File No.	Amount of Funding
SAIL	<a href="#">Enter file No.</a>	\$ <a href="#">Enter file No.</a>
HOME-Rental	<a href="#">Enter file No.</a>	\$ <a href="#">Enter file No.</a>
MMRB	<a href="#">Enter file No.</a>	\$ <a href="#">Enter file No.</a>
EHCL	<a href="#">Enter file No.</a>	\$ <a href="#">Enter file No.</a>

b. Non-Corporation Funding Proposals

The Applicant must attach all funding proposals executed by the lender(s) or by any other source. Insert the documentation for each source as a separate attachment to Exhibit A, beginning with **Attachment 15**, and continuing with sequentially numbered attachments for each additional funding source.

c. Development Cost Pro Forma

To meet the submission requirements, the Applicant must upload the Development Cost Pro Forma with the Application and Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16) (“Principals Disclosure Form”), as outlined in Section Three of the RFA.

d. Qualifying Financial Assistance Funding Preference

Cash Funding Equals at Least 3 Percent of the Eligible SAIL Loan Amount or Grant Request Amount, as applicable

To qualify, the Applicant must state the amount of Qualifying Financial Assistance Funding below and provide the funding proposal that meets the requirements. Qualifying Financial Assistance Funding for which acceptable funding proposals are not provided will not be counted as a source of funding or as Qualifying Financial Assistance Funding.

(1) The Applicant has Received\* the following amount to be used as a source of funding for the proposed Development \$ [Click here to enter text.](#)

- (2) The following amount is an Approved\* source to be used as a source of funding for the proposed Development \$ [Click here to enter text.](#)
- (3) The following amount is a Pending\* source to be used as a source of funding for the proposed Development \$ [Click here to enter text.](#)
- (4) The total amount of Cash Funding is \$ [Click here to enter text.](#)  
(1) + (2) + (3)

If (i) the amount in (4) is equal to at least 3 percent of the Applicant’s Eligible SAIL Request Amount (exclusive of the Eligible ELI Loan Request Amount) or Grant Request Amount, as applicable; and (ii) the qualified funding proposals demonstrate Cash Funding for an amount that is equal to at least 3 percent of the Applicant’s Eligible SAIL Request Amount (exclusive of the Eligible ELI Loan Request Amount) or Grant Request Amount, as applicable, the Applicant will receive preference in the funding selection process.

\*Received Cash Funding represents funding that the Applicant has collected and deposited. Approved Cash Funding represents funding that the provider of the funds has committed or agreed to provide, but the Applicant has not yet received. Pending Cash Funding represents all sources of funding the Applicant believes will be obtained, but which have not yet been committed to the Applicant.

e. Per Unit Construction Funding Preference:

Does the proposed Development qualify for the Per Unit Construction Funding Preference?

[Choose an item.](#)

\*\*\*\*\*

**B. Addenda**

The Applicant may use the space below to provide any additional information or explanatory addendum for items described in Section Four, A. above. The Addenda section of Exhibit A may not be used to provide any additional information or explanatory addendum for items described in Section Four, C. below. Please specify the particular item to which the additional information or explanatory addendum applies.

[Click here to enter text.](#)

**C. Narrative Scoring**

- 1. Operating/Managing Experience (Maximum of 40 points)

As further explained in Section Four, the Applicant must identify the entity or entities that will carry out operations and management functions at the Development and describe its experience in managing developments, including performing operations and management functions specific to the needs of the intended tenants. The Applicant's description is limited to no more than three (3) typed pages within the text box below.

[Click here to enter text.](#)

2. Access to Community-Based Services and Resources (Maximum 55 Points)

a. Access to community-based general services

As further explained in Section Four, describe the community-based general services that will be accessible to tenants, such as shopping for groceries, medicine, clothing, and other household and personal items. (Up to 20 Points)

The Applicant's description(s) is limited to no more than three (3) typed pages within the text box below.

[Click here to enter text.](#)

b. Access to community-based services and resources that address tenants' needs

As further explained in Section Four, describe how residents will be assisted to access appropriate physical health, behavioral health and wellness, and self-sufficiency services and activities that can lead to stable and integrated lives in their community. (Up to 35 Points)

The Applicant's description(s) is limited to no more than three (3) typed pages within the text box below.

[Click here to enter text.](#)

3. Approach Toward Tenant Application and Screening Procedures for Households Applying for Tenancy (Up to 25 Points)

As further described in Section Four, describe the specific housing application process and tenant screening criteria.

The Applicant's description(s) is limited to no more than three (3) typed pages within the text box below.

[Click here to enter text.](#)

**Exhibit B – Definitions**

“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.
“Disabling Condition”	<p>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:</p> <p>(a) Expected to be of long-continued and indefinite duration; and</p> <p>(b) Not expected to impair the ability of the person with special needs to live independently with appropriate supports.</p>
“Individual Room Occupancy Unit” or “IRO Unit”	The primary residence of an occupant who has a lease separate from other IROs or units. For purposes of this RFA, an IRO must be located within a Shared Housing Unit and tenants living in IRO Units must have non-exclusive access to shared living facilities, consisting of a kitchen and a living/dining area in a unit; must have a lockable door, and have a bathroom within the IRO Unit. In addition, each IRO Unit will be occupied by one individual that meets the definition of Persons with Developmental Disabilities as defined in Section 393.063(12), F.S., and who will enter into a separate lease agreement for exclusive possession of the IRO Unit and enclosed bathroom. As with all Units, IROs must meet HUD Housing Quality Standards (HQS) as specified in 24 CFR § 982.401. However, the standards in § 982.605 apply in place of § 982.401(b) (sanitary facilities), § 982.401(c) (food preparation and refuse disposal), and § 982.401(d) (space and security).
“Mobility Impairment”	The inability to use one or more extremities, or a lack of strength to walk, transfer, grasp, or lift objects. The use of a wheelchair, crutches, walker or other assistive devices may be needed to aid in mobility.
“Non-Shared Housing Unit”	Zero Bedroom Units, one-bedroom units, and two-bedroom units consisting at a minimum of a kitchen and a living/dining area shared by one or more residents. Each Non-Shared Housing Unit is governed by one lease and is considered one household for the purposes of determining compliance with set-aside commitments, income eligibility, and rent payments.
“Permanent Supportive Housing”	Affordable, independent rental housing leased to the focus households for continued occupancy with an indefinite length of stay as long as the tenant complies with lease requirements. Permanent Supportive Housing shall facilitate and promote activities of daily living, access to community-based services, and inclusion in the general community. Permanent Supportive Housing shall strive to meet the needs and preferences of the focus households.
“Regulated Mortgage Lender”	(a) A state or federally chartered entity authorized to transact business in this state that regularly engages in the business of making mortgage loans secured by real property in this state, whose mortgage lending activities subject it to the

	<p>jurisdiction of the State of Florida Office of Financial Regulation, the Board of Governors of the Federal Reserve, Office of the Comptroller of the Currency, the National Credit Union Administration, or the Federal Deposit Insurance Corporation; (b) A Fannie Mae-approved lender whose name appears on the Fannie Mae list of Delegated Underwriting and Servicing (DUS®) Lenders*; (c) A HUD-approved lender whose name appears on the U.S. Department of Housing and Urban Development (HUD) list of Multifamily Accelerated Processing (MAP) Approved Lenders*; (d) A RD-approved lender whose name appears on the U.S. Department of Agriculture, Rural Development (RD), list of Section 538 Guaranteed Rural Rental Housing approved lenders*; or (e) A Freddie Mac-approved multifamily lender whose name appears on Freddie Mac’s lists of Program Plus (Florida region) lenders, Targeted Affordable Housing lenders or Seniors Housing lenders*; or (f) a mortgage lender that is a certified Community Development Financial Institution (CDFI) in the State of Florida that has been awarded funding from the CDFI Fund in a cumulative amount of at least \$5,000,000, exclusive of New Market Tax Credit (NMTC) awards, whose name and CDFI awards can be confirmed on the CDFI Fund’s web site (Qualified CDFI, and the affiliate(s) of such Qualified CDFI. As used herein, the affiliate(s) of a Qualified CDFI means the parent, subsidiary or successor of the Qualified CDFI, or an entity that shares common ownership or management with the Qualified CDFI. If the lender is an affiliate of the Qualified CDFI, the funding letter(s) being considered by the Corporation must include the name of the Qualified CDFI and a statement that the lender is an affiliate of the Qualified CDFI.</p> <p>*These documents are available on the Corporation’s Website <a href="http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-108/other-information-related-to-rfa-2018-108/">http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-108/other-information-related-to-rfa-2018-108/</a> (also accessible by clicking <a href="#">here</a>).</p>
<p>“Set-Aside Units”</p>	<p>A unit set aside at or below 60 percent of the Area Median Income for the county in which the Development is located. The total number of Set-Aside Units is calculated as follows:</p> <p>The total number of units within the proposed Development multiplied 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.</p>
<p>“Shared Housing Unit”</p>	<p>Each bedroom in a Shared Housing Unit is considered an IRO Unit. Each resident in a Shared Housing Unit shall meet the definition of Persons with Developmental Disabilities as defined in Section 393.063(12), F.S., shall sign a separate lease, and shall be considered a separate household for the purposes of determining compliance with set-aside commitments, income eligibility, and rent payments. Each resident must have non-exclusive access to shared living space within the Shared Housing Unit, consisting at a minimum of a kitchen and a living/dining area.</p>

**Exhibit C – Additional Information****1. Total Development Cost Per Unit Limitation**

- a. The Total Development Cost Per Unit Limitation was reviewed during the scoring process as outlined in Section Five, A. During credit underwriting and final cost certification, the Total Development Cost Per Unit Limitation will be reviewed again using the values in the chart below.

**Total Development Cost Per Unit Base Limitations with Escalation Factors, to be used for Total Development Cost Per Unit Limitation Tests in Credit Underwriting and Final Cost Certification**

Measure	New Construction Units					Rehabilitation Units	
	Garden Wood*	Garden Concrete*	Mid-Rise-Wood*	Mid-Rise-Concrete*	High-Rise*	Garden*	Non-Garden*
Maximum TDC Per Unit Limitation ** for all counties except Broward and Miami-Dade	\$192,198.40	\$231,086.00	\$231,086.00	\$254,805.40	\$300,592.80	\$160,921.80	\$226,730.40
Maximum TDC Per Unit Limitation ** for Broward and Miami-Dade counties	\$201,665.80	\$242,385.80	\$242,385.80	\$267,123.20	\$315,179.80	\$168,729.60	\$237,783.00
Applicable TDC Multipliers (to be applied against the Development's TDC) and TDC Add-Ons (to be added to the Maximum TDC Per Unit Limitation)							
Demographic Commitment of either persons with a Disabling Condition or Persons with Developmental Disabilities (all Applicants in this RFA)					90%		
TDC Multiplier for all Developments that consist of 50 total units or less and not located in the Florida Keys Area					90%		
TDC Multiplier for all Developments that consist of more than 50 total units, but not more than 80 total units and not located in the Florida Keys Area					95%		
TDC Multiplier for Florida Keys Area for all areas north of Plantation Key (i.e., north of Tavernier Creek)					65%		
TDC Multiplier for Florida Keys Area for all areas located on or south of Plantation Key (i.e., south of Tavernier Creek)					50%***		
TDC Add-On for Applicants that have a PHA as a Principal					\$5,000 of additional per unit costs will be added to the above Maximum TDC Per Unit Limitation		

\* 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 includes Development Type of High Rise (7 or more stories)

\*\* Exclusive of land costs and exclusive of any approved operating deficit reserves that are part of the permanent phase (i.e., non-construction) financing for the Development which have not been included within the Developer fee. When the term of operating deficit reserves (ODR) is mentioned in this TDC Per Unit Limitation section, the term shall refer to these particular operating deficit reserves. For purposes of land valuation (as with all property acquisition valuation), the Corporation uses the lesser of the appraised value, or the actual acquisition cost. If the Applicant has entered into a lease for the development site and a sublease or intermediate lease is involved, the lease payments recognized by the Corporation to identify development costs cannot exceed the lesser of market value or the actual capitalized amount of the master lease. When land costs are referenced in this TDC Per Unit Limitation section, the reference shall be limited to the amount of the land cost or capitalized lease cost approved by the Corporation to be provided in the final cost certification under the land owned or land lease cost line item. Any amounts in excess of these limits would be considered as a subset of developer's fee. When the term of TDC Per Unit Base Limitation is mentioned below in the compliance determination sections, it is implied to be inclusive of any applicable escalation factor, TDC Multiplier, and/or TDC Add-On.

\*\*\* If the proposed Development consists of Scattered Sites, the 50% TDC Multiplier applies only if all of the sites are located south of Tavernier Creek.

- 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, 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 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, in all instances. A Developer fee can be earned on qualifying TDC exclusive of land and operating deficit reserves up to the TDC Per Unit Base Limitation, 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, then the maximum allowable Developer fee will be adjusted as outlined below. The maximum allowable Developer fee limit can be determined by first adding the applicable TDC Per Unit Base Limitation from the table above with respect to the Development as provided in this RFA to any applicable TDC add-on and multiplying that sum by the number of total units in the Development. If there are multiple unit types, this process is done for each unique unit type and then they are all added together. 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.

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.b.(1) above, the stated Developer fee will be reduced to said maximum allowable Developer fee, and the TDC will be equally reduced to incorporate the cost reduction.

- (2) Subsequent to reducing the stated Developer fee to the maximum allowable amount provided above, additional adjustments may be necessary if the TDC Per Unit Base Limitation remains exceeded. An adjustment to the maximum allowable Developer fee limit shall be determined by reducing the maximum allowable Developer fee, as determined in 1.b.(1) above, dollar-for-dollar, for any costs in excess of the amount allowed by the TDC Per Unit Base Limitation, up to the lesser of (a) the actual amount of costs in excess of the amount allowed by the TDC Per Unit Base Limitation, (b) \$500,000, or (c) 25 percent of the initial maximum allowable Developer fee limit. If the stated Developer fee, inclusive of any necessary adjustments incorporated above, exceeds the maximum allowable Developer fee limit as adjusted herein, the stated Developer fee, inclusive of any necessary adjustments incorporated above shall be further adjusted to not exceed the new maximum allowable Developer fee limit, and the Applicant's TDC will be equally reduced to incorporate the cost reduction. If after following this Developer fee limitation process, the



Applicant's TDC exclusive of land costs and operating deficit reserves is reduced to be within the amount allowed by the TDC Per Unit Base Limitation, then the Developer fee adjustment calculation is complete. If the Applicant's TDC exclusive of land costs and operating deficit reserves remains above the amount allowed by the TDC Per Unit Base Limitation, then there is an additional Developer fee adjustment process, as outlined in (3) below.

- (3) An additional Developer fee limitation adjustment will be initiated to further reduce the allowable maximum Developer fee limit in the event the Applicant's TDC exclusive of land costs and operating deficit reserves (as adjusted above) exceeds the TDC Per Unit Base Limitation. The reduction will be determined by deriving a percentage amount that the Applicant's TDC exclusive of land costs and operating deficit reserves (as adjusted above) exceeds the TDC Per Unit Base Limitation, 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 Applicant's adjusted TDC exclusive of land costs and operating deficit reserves exceeds the limitation by 4 percent, then the maximum allowable Developer fee limit is further reduced by 4 percent. If the stated Developer fee is greater than this limit, it must be reduced to be equal the new limit. Once this step is complete, there is no further Developer fee adjustment or corresponding cost savings mandated to be incorporated into the Applicant's TDC for this process.

It is at this point that the Applicant's adjusted TDC exclusive of land costs and operating deficit reserves are compared to the TDC Per Unit Base Limitation, and if the TDC Per Unit Base Limitation is exceeded by more than 5% (as presented in the opening paragraph of 1.b above), the credit underwriting report shall be presented with a negative recommendation by the Credit Underwriter.

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 mandated to be incorporated into the Developer fee. This also means there are no corresponding cost savings to reduce the Applicant's 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 Applicant's TDC in order to incorporate the reduced Developer fee cost.

For example:

A 40-unit Development located in Miami-Dade County with a Development Category of new construction and a Development Type of Garden-Concrete (NC) with 28 units and Garden (Rehab) with 12 units reports the Applicant's TDC of \$9,960,000, inclusive of the Applicant's Developer fee of \$1,720,000 (comprised of a 5% ODR portion of \$409,524 and a 16% portion of \$1,310,476), but exclusive of land costs and all operating deficit reserves at time of credit underwriting, and also prior to any adjustment. The Applicant

does not have a PHA as a Principal, but it does qualify for the TDC Multiplier of 90% for its Demographic commitment.

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

- 1.(a) TDC Per Unit Base Limitation (blended for two unique Unit types), inclusive of any applicable TDC Multiplier (90%), and any applicable TDC Add-On (\$0): [ (\$231,086.00 Per Unit + \$0 TDC Add-On) x 28 Garden-Concrete (NC) Units + (\$160,921.80 Per Unit + \$0 TDC Add-On) x 12 Garden (Rehab) Units ] / 90% TDC Multiplier = \$9,334,966. (To determine the blended final TDC PU Limitation, divide by total units: \$9,334,966 / 40 Total Units = \$233,374.16 Per Unit.)
- 1.(b) Implied maximum Development Cost per the limitation:  $\$9,334,966 \div 1.21 = \$7,714,848$ .
- 1.(c) Determine maximum allowable Developer fee limit within the TDC limitation (prior to any applicable Developer fee adjustment):  $\$7,714,848 \times 21\% = \$1,620,118$ .
- 1.(d) This maximum Developer fee of \$1,620,118 is further allocated into the maximum 16% portion (at \$1,234,375) and the maximum 5% ODR portion (at \$385,743).

*(Note: The calculations in both 1.(b) and 1.(c) incorporates the requirement to round down the Developer fee to the next lower whole dollar.)*

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

- 2.(a)(i) Is the Applicant's initial Developer fee (\$1,720,000) greater than the maximum allowable of \$1,620,118?  $\$1,720,000 > \$1,620,118$ ; Yes.
- 2.(a)(ii) If the response to 2.(a)(i) is "Yes", then determine the excess:  $\$1,720,000 - \$1,620,118 = \$99,882$  (initial excess Developer fee and initial excess TDC of Applicant).
- 2.(b)(i) Reduce the Applicant's initial Developer fee to the lesser of either the maximum allowable (\$1,620,118) or the Applicant's initial fee (\$1,720,000) and reduce the Applicant's initial TDC by an equal amount:  $\$1,720,000 - \$99,882 = \$1,620,118$  (Applicant's initial adjusted fee);  $\$9,960,000 - \$99,882 = \$9,860,118$  (Applicant's initial adjusted TDC).
- 2.(b)(ii) This excess Developer fee needs to be allocated first to reduce the proposed 5% ODR portion down to the maximum limit (\$385,743) and the remaining balance to the 16% portion. The amount of the excess Developer fee to be allocated to the 5% ODR is \$23,781 (\$409,524 less \$385,743) and the remaining excess Developer fee balance of \$76,101 (\$99,882 less \$23,781) is allocated to the 16% portion, yielding a 16% portion of \$1,234,375. The total Applicant Developer fee is now \$1,620,118 and any further Developer fee reductions will come from the 16% portion.

- 2.(c) If the response to 2.(a)(i) is "No" or once the adjustment of 2.(b) has been completed, then determine if the Applicant's (adjusted) TDC remains in excess of the limitation and if so, the amount of the excess:  $\$9,860,118$  (initial adjusted TDC)  $>$   $\$9,334,966$  (TDC limitation);  $\$9,860,118 - \$9,334,966 = \$525,152$  (excess).
- 2.(d) Determine the components used to calculate an adjusted maximum allowable Developer fee. Any adjustment will be the lesser of either (i)  $\$500,000$ , (ii) 25 percent of the maximum allowable Developer fee limit ( $25\% \times \$1,620,118 = \$405,030$ ), or (iii) 100% of the excess TDC ( $\$525,152$ ):  $\$405,030 < \$500,000 < \$525,152$ .
- 2.(e) Apply the least amount of the three components in 2(d) above ( $\$405,030$ ) to determine the maximum allowable Developer fee limit, subject to this adjustment:  $\$1,620,118 - \$405,030 = \$1,215,088$  (maximum fee limit at this stage) (comprised of a 5% ODR portion of  $\$385,743$  and a 16% portion of  $\$829,345$ ).
- 2.(f) Determine if the Applicant's initial adjusted Developer fee (as provided in 2.(b) above) is greater than the new maximum allowable Developer fee limit (from 2.(e) above) and, if so, reduce the Applicant's initial adjusted fee appropriately:  $\$1,620,118$  (Applicant's initial adjusted fee)  $>$   $\$1,215,088$  (maximum fee limit at this stage); Adjust the fee appropriately: Applicant's interim adjusted fee =  $\$1,215,088$ .
- 2.(g) Determine the Applicant's TDC reduction due to the Developer fee adjustment in 2.(f) above and apply the adjustment accordingly:  $\$1,620,118$  (Applicant's initial adjusted fee)  $- \$1,215,088 = \$405,030$  (Applicant's TDC reduction);  $\$9,860,118 - \$405,030 = \$9,455,088$  (Applicant's interim adjusted TDC).

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

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

- 3.(a) Determine the percentage the Applicant's (adjusted) TDC without land costs and operating deficit reserves (as adjusted above in 2.(g)) that exceeds the amount allowed by the TDC Per Unit Base Limitation: Amount of excess TDC:  $\$9,455,088$  (Applicant's interim adjusted TDC)  $- \$9,334,966$  (TDC limitation) =  $\$120,122$  (excess TDC); Excess TDC as a percentage of TDC Limitation:  $\$120,122 \div \$9,334,966 = 1.29\%$ . (Note: This number is only rounded here for illustrative purposes. The actual calculation will not be rounded.)
- 3.(b) Determine the final maximum Developer fee limit:  $1.29\% \times \$1,215,088$  (maximum fee limit from 2.(e) above) =  $\$15,635$ ;  $\$1,215,088 - \$15,635 = \$1,199,453$  (final maximum allowable Developer fee limit).
- 3.(c) Determine if the Applicant's interim adjusted Developer fee (from 2.(f) above) is greater than the final maximum allowable Developer fee limit (from 3.(b) above)

and, if so, reduce the Applicant's interim adjusted Developer fee appropriately: \$1,215,088 (Applicant's interim adjusted fee) > \$1,199,453 (final fee limitation); \$1,215,088 - \$15,635 = \$1,199,453 (Applicant's final adjusted Developer fee).

- 3.(d) Determine the Applicant's final adjusted TDC at time of credit underwriting by taking the Applicant's interim adjusted TDC (as provided in 2.(g) above) and subtracting any adjustment to the Applicant's final adjusted Developer fee (from 3.(c) above): \$9,455,088 - \$15,635 = \$9,439,453 (Applicant's final adjusted TDC) (comprised of a 5% ODR portion of \$385,743 and a 16% portion of \$813,710).
- 3.(e) Verify the status of the 5% variance test:  $(\$9,439,453 - \$9,334,966) / \$9,334,966 = 1.12\%$ , which falls within the criteria of being less than or equal to 5% above of the amount allowed by the TDC Per Unit Base Limitation.

c. Any Applicant that presents a Final Cost Certification Application Package (FCCAP) **that has applicable TDC amounts that exceed the TDC Per Unit Base Limitation** will require staff to review the FCCAP for compliance to the procedure provided in (1), (2) and (3) below **if the Applicant did not have its Developer fee adjusted at credit underwriting as provided in 1.b. above**, either voluntarily or by the credit underwriter in order to get the Applicant's TDC exclusive of land and operating deficit reserves to be in compliance with the TDC Per Unit Base Limitation requirements.

- (1) The Developer fee will be limited to the maximum allowable within the TDC Per Unit Base Limitation, in all instances. A Developer fee can be earned on qualifying TDC exclusive of land costs and operating deficit reserves up to the TDC Per Unit Base Limitation, 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, then the maximum allowable Developer fee will be adjusted as outlined below. The maximum allowable Developer fee limit can be determined by first adding the applicable TDC Per Unit Base Limitation from the table above with respect to the Development as provided in this RFA to any applicable TDC add-on and multiplying that sum by the number of total units in the Development. If there are multiple unit types, this process is done for each unique unit type and then they are all added together. 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.

Prior to determining any necessary adjustment, if the Developer fee initially stated by the FCCAP is in excess of the maximum allowable Developer fee as provided in 1.c.(1) above, the Developer fee will be reduced to said maximum allowable Developer fee, and the Applicant's TDC will be equally reduced to incorporate the cost reduction.

- (2) 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 limit as determined in 1.c.(1) above, dollar-for-dollar, for any costs in excess of the amount allowed by the TDC Per Unit

Base Limitation, up to the lesser of (a) the actual amount of costs in excess of the amount allowed by the TDC Per Unit Base Limitation, (b) \$250,000, or (c) 10 percent of the initial maximum allowable Developer fee limit. If the stated Developer fee, inclusive of any necessary adjustments incorporated above, exceeds the maximum allowable Developer fee limit as adjusted herein, the stated Developer fee, inclusive of any necessary adjustments incorporated above, shall be further adjusted to not exceed the new maximum allowable Developer fee limit, and the Applicant's TDC will be equally reduced to incorporate the cost reduction. If, after following this Developer fee limitation process, the Applicant's TDC exclusive of land costs and operating deficit reserves is reduced to be within the amount allowed by the TDC Per Unit Base Limitation, then the Developer fee adjustment calculation is complete. If the Applicant's TDC exclusive of land costs and operating deficit reserves remains above the amount allowed by the TDC Per Unit Base Limitation, then there is an additional Developer fee adjustment process, as outlined in (3) below.

- (3) An additional Developer fee limitation adjustment will be initiated to further reduce the maximum allowable Developer fee limit in the event the Applicant's TDC exclusive of land costs and operating deficit reserves (as adjusted above) exceeds the TDC Per Unit Base Limitation. The reduction will be determined by deriving a percentage amount that the Applicant's TDC exclusive of land costs and operating deficit reserves (as adjusted above) exceeds the amount allowed by the TDC Per Unit Base Limitation, 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 Applicant's adjusted TDC exclusive of land costs and operating deficit reserves exceeds the limitation, by 4 percent, then the maximum allowable Developer fee limit is further reduced by 4 percent. If the stated Developer fee is greater than this limit, it must be reduced to be equal the new limit. Once this step is complete, there is no further Developer fee adjustment or corresponding cost savings to be incorporated into the Applicant's TDC as a result of this process.

**If the Applicant already had its Developer fee adjusted at credit underwriting as provided in 1.b. above**, either voluntarily or by the credit underwriter in order to get the Applicant's TDC exclusive of land and operating deficit reserves to be in compliance with the TDC Per Unit Base Limitation requirements, **but the Applicant's TDC without land and operating deficit reserves in the FCCAP is now less than the Applicant's TDC without land costs and operating deficit reserves provided in the credit underwriting report**, then the Developer fee will be re-evaluated based on the procedure provided in 1.b. above, just as if it were going through the credit underwriting report process again.

**If the Applicant already had its Developer fee adjusted at credit underwriting as provided in 1.b. above**, either voluntarily or by the credit underwriter in order to get the Applicant's TDC exclusive of land and operating deficit reserves to be in compliance with the TDC Per Unit Base Limitation requirements, **and the Applicant's TDC without land and operating deficit reserves in the FCCAP exceeds the Applicant's TDC without land costs and operating deficit reserves provided in the credit underwriting report**, then the Developer fee will have an additional adjustment to be incorporated as

provided in (4) below. For the adjustment process below, the maximum initial Developer fee (i.e., prior to any adjustments provided in (4) below) cannot exceed the final Developer's fee as stated in the credit underwriting report.

- (4) For an Applicant that already had its Developer fee adjusted at credit underwriting as provided in 1.b. above and whose TDC without land costs and operating deficit reserves in the FCCAP exceeds the Applicant's TDC without land costs and operating deficit reserves provided in the credit underwriting report, the maximum allowable Developer fee limit will incorporate an additional adjustment. This additional Developer fee adjustment will be the lesser of (a) the difference between the amount of the Applicant's TDC exclusive of land costs and operating deficit reserves as reported in the FCCAP that is in excess of the Applicant's TDC exclusive of land costs and operating deficit reserves 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 FCCAP is already equal to or less than the maximum allowable Developer fee limit as determined with the incorporation of this additional Developer fee adjustment, then neither the Developer fee nor the Applicant's TDC is further reduced.

For example:

Assuming the Development in the example provided in 1.b. above provides an FCCAP with the Applicant's TDC, exclusive of land costs and operating deficit reserves, which is \$125,000 higher than the Applicant's TDC, exclusive of land costs and operating deficit reserves, provided in the credit underwriting report, but the Developer fee is the same as provided in the credit underwriting report of \$1,199,453. The additional Developer fee adjustment will be the lesser of (a) \$125,000 (the new excess costs), (b) \$250,000 (the maximum dollar limit of this additional Developer fee adjustment), or (c) \$119,945 (10% of the allowable Developer fee reported in the credit underwriting report).

Since option (c) is the least amount of the three options, the allowable Developer fee will be lowered by \$119,945. Since the Applicant's Developer fee initially reported in the FCCAP is equal to the allowable Developer fee reported in the credit underwriting report, the Applicant's Developer fee will be adjusted in the same manner as the allowable Developer fee. The allowable Developer fee and the Applicant's Developer fee will be \$1,079,508 (the allowable Developer fee reported in the credit underwriting report of \$1,199,453, less the adjustment of \$119,945, comprised of a 5% ODR portion of \$385,743 and a 16% portion of \$693,765). The Applicant's TDC, exclusive of land costs and operating deficit reserves, in the FCCAP would be adjusted to \$9,444,508 (\$9,439,453 from the credit underwriting report plus \$125,000 of new additional costs less \$119,945 for the reduction in allowable Developer fee).

As a note, if the Developer fee in the FCCAP 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 Applicant's TDC since all TDC cost reductions stemming from this process are coming from reducing the Developer fee. If the Developer fee in the FCCAP needs to be

reduced to incorporate any adjustments provided above, then as the Developer fee is reduced, so is the Applicant's TDC in order to incorporate the reduced Developer fee cost.

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

## **2. Leveraging Classification**

Each eligible Application's Leveraging Classification will be determined as follows:

The Eligible Housing Credit Request Amount will be multiplied by 9.0 and that product will be added to the Eligible Grant Request Amount or Eligible SAIL Request Amount, (exclusive of ELI Loan Funding), as applicable. This total shall be divided by the number of Set-Aside Units in the Development. This will yield the total Corporation funding per Set-Aside Unit to be used for the Leveraging Classification.

All eligible Applications will be listed together 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.

If the Applicant's Grant Request Amount, SAIL Request Amount, or Housing Credit Request Amount is adjusted by the Corporation during the scoring process, the adjusted amount will be used for this calculation.

## **3. Florida Job Creation Funding Preference**

Each Application will be measured to determine whether it qualifies for the Florida Job Creation Funding 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 implied eligible housing credit equity and either SAIL or grant funding, as applicable. To qualify for the Florida Job Creation Funding Preference in Section Five of the RFA, all Applications must earn a Florida Job Creation score equal to or greater than 4.3.

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

- The number of new construction and rehabilitation units committed to by the Applicant (as stated by the Applicant in Exhibit A);
- The applicable Florida job creation rate for the type of units:
  - Rate of 3.811 Florida Jobs per unit for proposed new construction units;
  - Rate of 1.916 Florida Jobs per unit for proposed rehabilitation units; and
- The Eligible Housing Credit Request Amount.
- Total SAIL funding (inclusive of SAIL ELI) or grant funding, as applicable.

The score for the Florida Rate of Job Creation per \$1 million of implied eligible housing credit equity and either SAIL or grant funding, as applicable, will be measured using one of the following calculations:

- a. Developments consisting of only new construction units

Number of new construction units x 3.811 Florida Jobs per unit x 1,000,000 / (the Eligible Housing Credit Request Amount x 9.011.0 + total amount of SAIL or grant funding) = Florida Jobs per \$1 million of implied eligible housing credit equity and SAIL or grant funding.

For example:

Application A consists of 50 new construction units and has an Eligible Housing Credit Request Amount of \$2,350,000 and a total SAIL request amount (inclusive of SAIL ELI) (or a grant request amount) of \$4,000,000.

$50 \times 3.811 \times 1,000,000 / (2,350,000 \times 9.0 + 4,000,000) =$  Florida Job Creation score of 7.58.

b. Developments consisting of only rehabilitation units

Number of rehabilitation units x 1.916 Florida Jobs per unit x 1,000,000 / (the Eligible Housing Credit Request Amount x 9.0 + total amount of SAIL or grant funding) = Florida Jobs per \$1 million of implied eligible housing credit equity and SAIL or grant funding.

For example:

Application B consists of 50 rehabilitation units, and has an Eligible Housing Credit Request Amount of \$1,180,000 and a total SAIL request amount (inclusive of SAIL ELI) (or a grant request amount) of \$2,000,000.

$50 \times 1.916 \times 1,000,000 / (1,180,000 \times 9.0 + 2,000,000) =$  Florida Job Creation score of 7.59.

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

(Number of new construction units x 3.811 Florida Jobs per unit + number of rehabilitation units x 1.916 Florida Jobs per unit) x 1,000,000 / (the Eligible Housing Credit Request Amount x 9.0 + total amount of SAIL or grant funding) = Florida Jobs per \$1 million of implied eligible housing credit equity and SAIL or grant funding.

For example:

Application C consists of 36 new construction units and 14 rehabilitation units and has an Eligible Housing Credit Request Amount of \$2,020,000 and a total SAIL request amount (inclusive of SAIL ELI) (or a grant request amount) of \$3,400,000.

$[(36 \times 3.811) + (14 \times 1.916)] \times 1,000,000 / (2,020,000 \times 9.0 + 3,400,000) =$  Florida Job Creation score of 7.60.

In above examples, all Applications will qualify for the Job Creation Funding Preference because each has a Florida Job Creation score that is at least 4.3.

**4. 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 this RFA. Failure to pay any fee shall cause the funding awarded to be withdrawn as outlined in the credit underwriting and program requirements outlined in Rule Chapter 67-48, F.A.C.

a. Application Fee

All Applicants requesting funding in this RFA shall submit to the Corporation as a part of the Application submission a non-refundable Application fee of \$3,000.

b. Credit Underwriting Fees

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

(1) Initial fee

Programs	Primary Program Fee		Multiple Program Fees	Total
SAIL and HC:	\$13,820 –SAIL	+	\$4,629 – HC	\$18,449
HC and Grant:	\$12,468 - HC	+	\$4,629 – Grant	\$17,097

(2) Re-underwriting fee: \$177 per hour, not to exceed \$7,841.

If the Development involves Scattered Sites of units within a single market area, a single credit underwriting fee shall be charged. Any Housing Credit Development requiring further analysis by the Credit Underwriter pursuant to Section 42(m)(2) of the IRC will be subject to an hourly fee of \$177. All credit underwriting fees shall be paid by the Applicant prior to the performance of the analysis by the Credit Underwriter.

Any SAIL Development requiring further analysis by the Credit Underwriter 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. If the Development involves Scattered Sites of units within a single market area, a single credit underwriting fee shall be charged.

(3) Extraordinary Services fee (which includes the Capital Needs Assessment Review, if applicable): \$177 per hour.

(4) Credit Underwriting Extension Fees

For 9 percent HC, credit underwriting extension fees will be outlined in the Carryover Allocation Agreement.

(5) Housing Credit Preliminary Recommendation Letter fee: \$1,582

c. Administrative Fees

With respect to the HC Program, each Applicant shall submit to the Corporation a non-refundable administrative fee in the amount of 5.5 percent of the annual Housing Credit Allocation amount stated in the Preliminary 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 the Development Cost Pro-Forma in the Application. The actual fees and percentage increases will be determined based on the current contract, including any addendum, for services between the Corporation and the Compliance Monitor(s).

(1) HC Pre-Final Allocation Fee:

Pre-final allocation compliance monitoring fee comprised of a base fee of \$1,980 + an additional fee per set-aside unit of \$10.11, subject to a minimum of \$3,096, to be collected as stated in the Preliminary Housing Credit Allocation or Carryover Allocation Agreement.

(2) Initial Fee

Programs	Primary Program Fee		Multiple Program Fees
SAIL and HC Or Grant and HC	HC:  A total annual fee comprised of a base fee of \$165 per month + an additional fee per set-aside unit of \$10.11 per year, subject to a minimum of \$258 per month. January 1 of each year, the fees shall be adjusted, but not decreased, based on the South Region Consumer Price Index for the twelve-month period ending each November 30 <sup>th</sup> . This automatic increase shall not exceed 3% of the prior year's fee. Since fees for the full Housing Credit Extended Use Period will be collected at final allocation, the fee amount is discounted at a rate of 2 percent.	+	\$921 –SAIL or Grant  +  \$921 – ELI Loan Funding, if applicable

(2) Follow-up Reviews/Extraordinary Services fee: \$177 per hour

(3) Follow-up Review/Extraordinary Services fee: \$177 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 the ELI Loan amount upon acceptance of the firm commitment.

With respect to the grant 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 grant amount, up to a maximum of \$2,000 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. Construction Inspection Fees

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

On-site construction inspection - \$173 per hour, not to exceed \$1,718 per inspection.

g. 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.

h. Credit Underwriting and Loan Closing Extension Fees

In the event the SAIL loan(s) does not close within the prescribed timeframes, extension fees will be assessed. SAIL loans for proposed Developments located in Monroe County must close within the timeframes outlined in Item 6 of Exhibit C of the RFA. SAIL loans for proposed Developments located in a county other than Monroe must close within the timeframes outlined in subsection 67-48.0072(26), F.A.C. For all SAIL loans, a request for an extension of the deadline for closing the loan(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 1 percent of each Corporation loan amount if the Board approves the request to extend the loan closing(s). i. Loan Servicing Fees

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

(1) Construction Loan Servicing Fees

The SAIL loan, the ELI Loan, and, if applicable, the MMRB Loan, each have a Construction Loan Servicing Fee to be paid as indicated. Applicants that are awarded NHTF Funding will not have a separate Construction Loan Serving Fee for the NHTF Loan. The following fees are listed for estimation purposes only; the actual fees will be determined based on the current contract, including any addendum, for services between the Corporation and Servicer(s) in effect at the time of loan closing.

- \$177 per hour for an in-house review of a draw request
- \$177 per hour for on-site inspection fees, up to a maximum of \$1,759 per draw
- \$177 per hour for extraordinary services

(2) Permanent Loan Servicing Fees

(a) The SAIL loan and the ELI Loan each have a Permanent Loan Servicing Fee to be paid annually. The following fee is listed for estimation purposes only; the actual fees will be determined based on the current contract, including any addendum, for services between the Corporation and Servicer(s) in effect at the time of loan closing.

- Annual fee of 25 bps of the outstanding loan amount, with a minimum monthly fee of \$212 and a maximum monthly fee of \$843, and an hourly fee of \$177 for extraordinary services.

Additional legal, cost of issuance, bond underwriting, credit enhancement, liquidity facility and servicing fees associated with the financing shall also be paid by the Applicant.

j. Additional SAIL Loan 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.

k. Additional ELI Loan Fees

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

l. Additional Grant Fees

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

m. 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.

n. Assumption/Renegotiation Fees

For all loans 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 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 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.

**5. Additional Requirements**

By submitting its Application, the Applicant acknowledges and agrees that it will conform to the following requirements:

a. Progress Report - Form Q/M Report

Each Competitive Housing Credit Development shall be required to complete and submit to the Corporation progress reports, pursuant to Rule 67-48.028, F.A.C., using Form Q/M Report, effective January 2007.

The form is available on the Corporation's Website

<http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-108/forms-related-to-rfa-2018-108> (also accessible by clicking [here](#)).

b. Eligible Reserve for Replacement Items

The replacement reserve funds required by section 67-48.0072(13), F.A.C., are not to be used by the Applicant for normal maintenance and repairs, but shall be used for structural building repairs, major building systems replacements and other items included on the Eligible Reserve for Replacement Items list, effective October 15, 2010.

The list is available on the Corporation's Website  
<http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-108/other-information-related-to-rfa-2018-108/>  
(also accessible by clicking [here](#)).

c. Final Cost Certification Application Package (Form FCCAP)

In accordance with Rule 67-48.023, F.A.C., the Final Cost Certification Application Package (Form FCCAP), Rev. August 2016, shall be used by an Applicant to itemize all expenses incurred in association with construction or Rehabilitation of a Housing Credit Development, including Developer and General Contractor fees as described in Rule 67-48.0072, F.A.C., and shall be submitted to the Corporation by the earlier of the following two (2) dates:

- (1) The date that is 75 Calendar Days after all the buildings in the Development have been placed in service, or
- (2) The date that is 30 Calendar Days before the end of the calendar year for which the Final Housing Credit Allocation is requested.

The Corporation may grant extensions for good cause upon written request.

The FCCAP shall be completed, executed and submitted to the Corporation in both hard copy format and electronic files of the Microsoft Excel spreadsheets for the HC Development Final Cost Certification (DFCC) and the General Contractor Cost Certification (GCCC) included in the form package, along with the executed Extended Use Agreement and appropriate recording fees, IRS Tax Information Authorization Form 8821 for all Financial Beneficiaries and natural person Principals disclosed on the Principals of the Applicant and Developer(s) Disclosure form, a copy of the syndication agreement disclosing the rate and all terms, the required certified public accountant opinion letter for both the DFCC and GCCC, an unqualified audit report prepared by an independent certified public accountant for both the DFCC and GCCC, photographs of the completed Development, the monitoring fee, and documentation of the placed-in-service date as specified in the Form FCCAP instructions. The Final Housing Credit Allocation will not be issued until such time as all required items are received and processed by the Corporation.

Form FCCAP, Rev. August 2016, is available on the Corporation's Website  
<http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-108/forms-related-to-rfa-2018-108> (also accessible by clicking [here](#)).

d. Financial Reporting Form SR-1

Following the end of the SAIL loan term, within 151 Calendar Days following the Applicant's fiscal year end, the Applicant shall continue to provide the Corporation with an audited financial statement and a fully completed and executed Financial Reporting Form SR-1, Rev. 05-14 pursuant to subsection 67-48.023(9), F.A.C., with regard to the Competitive HC. The audited financial statement and a copy of the signed Form SR-1,

with Parts 1, 2, and 5 completed, shall be submitted in both PDF format and in electronic form as a Microsoft Excel spreadsheet to the Corporation at the following web address: [financial.reporting@floridahousing.org](mailto:financial.reporting@floridahousing.org) .

The Financial Reporting Form SR-1 is available on the Corporation's Website <http://www.floridahousing.org/owners-and-managers/compliance/forms> (also accessible by clicking [here](#)).

- e. Part IIIA, Sections 401 through 408 and 410, of the Fannie Mae Multifamily Selling and Servicing Guide, in effect as of June 10, 2015

The financial statements and information provided for review (pursuant to paragraph 67-48.0072(14)(b), F.A.C. for SAIL, and, if applicable, sub-paragraph 67-21.014(2)(j)2., F.A.C. for MMRB) should be in satisfactory form (inclusive of the substitution of the Multifamily Underwriting Certificate referenced in Section 407 with a similar certification meeting the same criteria) and shall be reviewed in accordance with Part IIIA, Sections 401 through 408 and 410, of Fannie Mae's Multifamily Selling and Servicing Guide, in effect as of June 10, 2015, which is available on the Corporation's Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-108/other-information-related-to-rfa-2018-108/> (also accessible by clicking [here](#)).

When referring to the Multifamily Selling and Servicing Guide, any references to "Lender" means the "Corporation-assigned Credit Underwriter" and any references to "Fannie Mae" means "Florida Housing Finance Corporation."

- f. Florida Housing Finance Corporation (FHFC) Insurance Guide

Pursuant to subsection 67-48.010(13), F.A.C, the Corporation shall require adequate insurance to be maintained on the Development as determined by the first mortgage lender, the Corporation, or the Corporation's servicer, sufficient to meet the standards established in the Florida Housing Finance Corporation (FHFC) Insurance Guide (and as amended from time to time). The most recently published FHFC Insurance Guide is available on the Corporation's Website <http://www.floridahousing.org/owners-and-managers/compliance/forms> (also accessible by clicking [here](#)).

## Exhibit D – Timeline

The Applicant acknowledges and certifies that the following information will be provided by the due date outlined below, or as otherwise outlined in the invitation to enter credit underwriting. Failure to provide the required information by the stated deadline may result in the withdrawal of the invitation to enter credit underwriting, unless an extension is approved by the Corporation:

1. Within seven (7) Calendar Days of the date of the invitation to enter credit underwriting:
  - a. Respond to the invitation and submit the credit underwriting fee(s) as outlined in Item 4 of Exhibit C, pursuant to subparagraph 67-48.0072(4)(a)1, F.A.C.;
  - b. Provide the name and address of the chief elected official of the local jurisdiction where the proposed Development is located;
  - c. Provide the number of buildings with dwelling units; and
  - d. Provide notification of the Applicant's eligibility for acquisition credits per Section 42 of the IRC, if applicable;
  - e. Anticipated placed in service date, which must be in compliance with Section 42 of the IRC;
  - f. Provide the Applicant's Federal Identification Number. If the number has not yet been obtained, the Applicant will be required to provide a copy of the completed, submitted application for that number; and
  - g. Verification that the Development qualifies as a USDA-eligible rural address, if applicable. Addresses can be verified by visiting <https://eligibility.sc.egov.usda.gov/eligibility/welcomeAction.do>
2. Within 14 Calendar Days, for all board members of the Non-Profit entities disclosed on the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16), the Applicant must submit the IRS form W-9 or the IRS Form 8821 in order to receive a recommendation for funding. For all other Financial Beneficiaries and all natural person Principals disclosed on the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16), the Applicant must submit the IRS Form 8821 , in order to receive a recommendation for funding.
3. Within 21 Calendar Days of the date of the invitation to enter credit underwriting:
  - a. Provide 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\*. Note: If a Phase II ESA is required, but has not been completed by the stated deadline, the Applicant must contact Corporation staff to request an extension for submission of the Phase II ESA form;



- b. Provide the identity of the remaining members of the Development Team (i.e., inexperienced co-Developer(s), General Contractor, Architect, Attorney, and Accountant,), as outlined below. The team members so identified, and any future replacement thereof, must be acceptable to the Corporation and the Credit Underwriter;
- (1) 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.
  - (2) Identify the General Contractor by providing the completed and executed Florida Housing Finance Corporation General Contractor or Qualifying Agent of General Contractor Certification form\*. Note: The Applicant must also provide the prior experience chart, as outlined in the form.
  - (3) Identify the Architect by providing the completed and executed Florida Housing Finance Corporation Architect Certification form\*.
  - (4) Identify the Attorney by providing the completed and executed Florida Housing Finance Corporation Attorney Certification for Housing Credits form\*.
  - (5) Identify the Accountant by providing the completed and executed Florida Housing Finance Corporation Certification of Accountant form\*.

\* The certification forms (Forms Rev. 10-17) which are available on the Corporation's Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-108/forms-related-to-rfa-2018-108> (also accessible by clicking [here](#)). Note: The use of any prior version of these forms will not be acceptable to meet this requirement.

- c. Provide confirmation that all construction features committed to and proposed by the Applicant shall be located on the Development site;
- d. Confirmation that, if the proposed Development meets the definition of Scattered Sites, all Scattered Sites requirements that were not required to be met in the Application will be met, including that 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. If the Applicant indicates that the proposed Development does not consist of Scattered Sites, but it is determined during credit underwriting that the proposed Development does meet the definition of Scattered Sites, all of the Scattered Sites requirements must have been met as of Application Deadline and, if all Scattered Sites requirements were not in place as of the Application Deadline, the Applicant's funding award will be rescinded;
- e. Provide notification of the percentage of ownership of the Principals of the Applicant. Upon the Applicant's acceptance of the invitation to enter credit underwriting, the Corporation will return the Principals of the Application and Developer(s) Disclosure Form that was part of the Applicant's uploaded Application. The Applicant will be

required to enter the applicable percentages on the form and return the completed form to the Corporation;

- f. Provide 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:
  - (1) 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
  - (2) If not syndicating/selling the Housing Credits, proceeds from a bridge loan will not count toward meeting the 15 percent criteria;
- g. If the Applicant selected the Development Category of New Construction, the Applicant must advise the Corporation of the specific Green Building Certification Program that it commits to achieve: Leadership in Energy and Environmental Design (LEED); Florida Green Building Coalition (FGBC); or ICC 700 National Green Building Standard (NGBS);
- h. If the Applicant indicates that there are existing occupied units as of Application Deadline, the Applicant must provide to the Credit Underwriter a plan for relocation of existing tenants. The plan shall provide information regarding the relocation site; accommodations relevant to the needs of the residents and length of time residents will be displaced; moving and storage of the contents of a resident's dwelling units; as well as the approach to inform and prepare the residents for the rehabilitation activities;
- i. If the Applicant indicated that the proposed Development is the first phase of a multiphase Development, the Applicant must submit to the Corporation an opinion letter by a licensed attorney that the Development meets the definition of a "multiphase project" as defined in the Federal Register. The letter must also include: (a) the name of the declared first phase Development and the Corporation-assigned Application number, (b) the total number of phases and the projected Development

name for each phase, (c) the total number of buildings in each phase, (d) the expected completion date for each phase, and (e) any other information as determined by the Corporation and stated in the invitation to enter credit underwriting; and

- j. If the Applicant indicated that the proposed Development is a subsequent phase of a multiphase Development, the Development's status as a subsequent phase will be verified in credit underwriting. If the Development does not qualify and the Applicant's Housing Credit request is based on such contention and, during the credit underwriting process it is determined that the proposed Development does not meet the criteria for such distinction, the Applicant's Competitive Housing Credit award may be rescinded.
4. The Preliminary Recommendation Letter (PRL) for this Development will be due to the Corporation no later than 12 weeks after the invitation to enter credit underwriting has been accepted. Pursuant to paragraph 67-48.0072(21)(d), F.A.C., the Applicant is responsible for providing the Credit Underwriter with the information necessary to complete the PRL. If the 12 week deadline cannot be met due to any delay caused by the Applicant, the Applicant must request an extension by submitting a written request and payment of the applicable processing fee to the Corporation;
  5. The credit underwriting process must be complete within the timeframe outlined in Rule Chapter 67-48, F.A.C.;
  6. The SAIL loan must close within the timeframe outlined in Rule Chapter 67-48, F.A.C.;
  7. By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation;
  8. The Credit Underwriter will provide an itemized list for additional documentation including, but not limited to, the following:
    - a. Information outlined in Rule Chapter 67-48.0072, F.A.C.;
    - b. During credit underwriting, the Applicant will develop a Tenant Selection Plan that includes standards and detailed procedures that guide the evaluation of all prospective tenants for residency in fulfillment of the Development's set-aside requirements. The plan should demonstrate how the Applicant will address income, credit, criminal and rental histories that might adversely affect the intended household's ability to lease safe and decent rental housing, while still taking into consideration the viability of the property and safety of the entire tenant population. The plan must include a strategy describing and committing to consider each of these households for tenancy on a case-by-case basis by the property management in addition to any third party information checks. The plan must also include a strategy describing how the Development will address the barriers posed by move-in costs, including application fees and all deposits. The final plan must be submitted by the Applicant to the Corporation before the credit underwriting report is approved;
    - c. The Applicant shall submit its Resident Community-Based Service Coordination Plan at credit underwriting that includes standards and detailed procedures outlined in Section Four, A.10.a. of the RFA. The final plan must be submitted by the Applicant to the

Corporation before the credit underwriting report is approved. To assure assistance to those residents that are receiving community-based services coordination through another program or agency, as well as to ensure assistance to those residents who need additional service coordination, the provider of this resident service shall also provide, at credit underwriting, information demonstrating its mission, qualifications, experience, agreements and/or contracts with state and federal supportive services programs, professional staffing and experience in serving the intended residents;

- d. The Construction Consultant engaged by the Corporation's credit underwriter must provide the properly completed and executed Americans with Disabilities Act Certification forms certifying that the design of the proposed Development and the completed Development includes the applicable accessibility, adaptability, Visitability and universal design features required by the Corporation and proposed by the Applicant (Forms Rev. 10-14) which are available on the Corporation's Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-108/forms-related-to-rfa-2018-108> (also accessible by clicking [here](#)); and
  - e. The Applicant must have an executed agreement to participate in the Continuum of Care (CoC) Homeless Management Information System (HMIS); and will contribute data on the Development's tenants to the CoC's HMIS data system. The executed agreement shall be required at least 6 months prior to the expected placed in service date.
9. The Credit Underwriter will also verify information submitted by the Applicant, including, but not limited to the following:
- a. The Applicant's Non-Profit status;
  - b. Each Scattered Site meets the requirements of this RFA and Section 42 of the IRC, if applicable;
  - c. The proposed Development's ability to meet the concrete construction qualifications, if applicable;
  - d. Calculation of eligible basis which may cause a reduction in the Housing Credit Allocation. This may include review of the location of buildings and whether all buildings are eligible for the eligible basis boost, if applicable;
  - e. The proposed Development's first phase or subsequent phase's status;
  - f. Review of the Total Development Cost and its effect on the Total Development Cost Per Unit Limitation and, if applicable, the SAIL Request amount; and
  - g. Verification that the ELI units are proportionally distributed across the unit mix. If the units are not, the ELI units will be adjusted and the ELI Loan Funding may be reduced.

If any of these cannot be verified, all funding awarded under this RFA may be reduced or may be rescinded if the award or the Application's eligibility status was based on such information, and/or the Applicant may be determined to have made a material misrepresentation.

10. For 9% HC, the Carryover Allocation Agreement will provide deadlines for additional documentation.

## **Exhibit E – Credit Underwriting Procedures for the ELI Loan**

The applicable credit underwriting, program requirements and loan terms and conditions are outlined in Rule Chapter 67-48, F.A.C.

The applicable credit underwriting, program requirements and loan terms and conditions for the ELI Loan are outlined below.

### **1. Credit Underwriting Procedures for the ELI Loan:**

- a. The invitation to enter credit underwriting constitutes a preliminary commitment for the ELI Loan.
- b. The credit underwriting for the ELI 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 Loan.
- c. The Credit Underwriter's loan recommendations for the ELI Loan will be sent to the Board for approval at the time the SAIL loan recommendations are sent.
- d. A firm loan commitment for the ELI Loan will be issued at the time the firm loan commitment for the SAIL loan is issued.
- e. The ELI Loan must close by the deadlines outlined in Rule Chapter 67-48, F.A.C., for the SAIL loan.

### **2. Terms and Conditions of the ELI Loan:**

ELI Loans will be subject to the credit underwriting provisions outlined in Section 1 above and the loan provisions outlined below:

- a. The terms and conditions of the ELI Loan shall be as follows:
  - (1) The ELI Loan may be in a first, second, or other subordinated lien position;
  - (2) The ELI Loan shall:
    - (a) Have the amount based on the funding requirements set forth in this RFA; and
    - (b) Be non-amortizing at 0 percent simple interest per annum over the life of the ELI Loan, with the principal forgivable at maturity provided the units for which the ELI Loan amount is awarded are targeted to ELI Households for the duration of the Compliance Period. The minimum term of the ELI Loan is 15 years;
  - (3) 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;

- (4) The ELI Loan shall be serviced either directly by the Corporation or by the Corporation's servicer on behalf of the Corporation;
- (5) 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;
- (6) The Corporation shall require adequate insurance to be maintained on the Development as determined by the Corporation or the Corporation's servicer sufficient to meet the standards established in the Florida Housing Finance Corporation (FHFC) Insurance Guide as outlined in Item 6. of Exhibit C of the RFA;
- (7) All ELI Loans shall be in conformance with applicable federal and state statutes, including the Fair Housing Act as implemented by 24 CFR Part 100, Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, and Section 504 of the Rehabilitation Act of 1973 ("Section 504 and its related regulations"), as outlined in Item 3.a.(2)(a) of Exhibit C of the RFA. To the extent that a Development is not otherwise subject to Section 504 and its related regulations, the Development shall nevertheless comply with Section 504 and its related regulations as requirements of the SAIL Program to the same extent as if the SAIL Development were subject to Section 504 and its related regulations in all respects. To that end, for purposes of the SAIL Program, SAIL funding shall be deemed "Federal financial assistance" within the meaning of that term as used in Section 504 and its related regulations for all SAIL Developments, as outlined in Item 3.a.(2)(a) of Exhibit C of the RFA;
- (8) Rent controls for the ELI Set-Aside units for which the ELI Loan is issued shall be restricted at the level applicable for federal Housing Credits;
- (9) The documents creating, evidencing or securing each ELI Loan must provide that any violation of the terms and conditions described in this Exhibit to the RFA constitutes a default under the ELI Loan documents allowing the Corporation to accelerate its loan and to seek foreclosure as well as any other remedies legally available to it;
- (10) The affordability period committed to in this RFA includes the units set aside for ELI Households. After 15 years all of the ELI Set-Aside units may convert to

serve residents at or below 60 percent AMI; however, the Persons with a Disabling Condition set-aside commitment must be maintained throughout the entire affordability period; and

- (11) If, after initial certification of ELI Households and move in, ELI Set-Aside units are no longer distributed across the unit mix on a pro-rata basis, the Development will not be in noncompliance so long as the next unit of required size that becomes vacant in the Development is rented to an ELI Household until the ELI Set-Aside units in the Development again meets its requirement to be distributed across the unit mix on a pro-rata basis.

b. The ELI Loan shall be assumable upon sale or transfer of the Development if the following conditions are met:

- (1) The proposed transferee meets all specific Applicant identity criteria which were required as conditions of the original loan;
- (2) The proposed transferee agrees to maintain all ELI Set-Asides and other requirements of the ELI Loan for the period originally specified or longer; and
- (3) 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.

c. ELI Loan construction disbursements and permanent loan servicing shall be based on the following:

- (1) ELI Loan proceeds shall be disbursed during the construction phase in an amount per Draw which does not exceed the ratio of the ELI Loan to the Total Development Cost, unless approved by the Credit Underwriter;
- (2) 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;
- (3) 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;



- (4) 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;
- (5) 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:
  - (a) 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
  - (b) The percentage of progress of construction of the improvements differs from that shown on the request for a Draw;
- (6) The servicer may request submission of revised construction budgets;
- (7) 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
- (8) 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 Loan Agreement.

## **Exhibit F - Rehabilitation Scoping Process with a Capital Needs Assessment**

The following is the procedure by which the scope of the rehabilitation will be determined for Applicants rehabilitating units as part of the proposed Application. This may include those with the Development Category of New Construction if the plan includes rehabilitation of at least one (1) existing unit.

The Flowchart attached to this Exhibit has been designed to graphically illustrate the steps described below.

### **1. The Pre-Application Stage (Steps 1-2)**

Prior to submitting an Application, Applicants should conduct appropriate due diligence to determine whether it is physically and financially feasible to comply with the minimum requirements contained in Section Four A.8., for proposed Developments choosing Acquisition and Rehabilitation. Applicants receiving a preliminary award who are found (through the Capital Needs Assessment and Rehabilitation scoping process further described below) to be unable to meet all of the requirements of Section Four A.8.a. and c. with the sources available for the Rehabilitation, will have their preliminary award of funding rescinded.

At the time of Application, Applicants proposing any rehabilitation of units will be required to certify that the contemplated budget and available sources are adequate to meet all requirements outlined in Section Four A.8. of this RFA.

### **2. The Capital Needs Assessment (CNA) Stage (Steps 3-7)**

- a. Once the invitation to Credit Underwriting has been accepted, all Developments with at least one (1) rehabilitation unit shall have a CNA prepared. Due to closing deadlines outlined in Rule Chapters 67-48 and 67-21, F.A.C., the CNA process will run concurrently with the Credit Underwriting process (which includes the market study and PRL, if applicable).
- b. The CNA shall be ordered by the Credit Underwriter, no later than 7 Calendar Days after receiving the credit underwriting fee(s) and CNA fee. The choice of the CNA provider will be left solely up to the Credit Underwriter, and shall be chosen from the Corporation's approved list of qualified providers.
- c. Once the CNA has been ordered, the CNA provider will contact the Applicant to obtain basic information regarding the current physical condition of the property. The Applicant (or designee) shall answer the CNA provider's request for information within 7 Calendar Days of receipt. Further, a physical inspection of the property shall be scheduled to take place between the CNA provider, the Applicant (or designee), the Corporation (if desired) and the Credit Underwriter (if desired), no later than 30 Calendar Days from the ordering of the CNA. No less than 7 Calendar Days prior to the physical inspection, the Applicant shall ensure that original construction plans, if available, and a history of major repair expenditures covering at least the most recent 5 years, have been delivered to the CNA provider.

- d. At a minimum, the CNA provider will:
- (1) Review available documentation from the original construction and previous rehabilitations (e.g. budgets, as-built plans, warranty information, etc.);
  - (2) Review outstanding and recorded material building code violations, and outstanding and recorded material fire code violations.
  - (3) Interview Applicant's point of contact and/or maintenance staff to acquire information about preceding or pending repairs, replacements and their costs, level of preventive maintenance exercised, existence of ongoing or pending litigation related to the property's physical condition, and any existing physical deficiencies;
  - (4) Conduct a review of the expected useful life of all equipment and building components using the most recent Fannie Mae Estimated Useful Life Tables, manufacturers' specifications, or other generally accepted tool for determining effective useful life;
  - (5) Physically inspect the property;
  - (6) Develop a 15-year replacement reserve table to be used in credit underwriting and post-rehabilitation asset management;
  - (7) Review the Corporation requirements in Section Four A.8. of the RFA; and
  - (8) Consider the Applicant's scope of work preferences. (Note: The CNA provider will use his/her professional judgement in the appropriateness of items included in the Applicant's scope.)
- e. At a minimum, the physical inspection will include:
- (1) All vacant and out-of-service units;
  - (2) At least 25% of all occupied units;
  - (3) All units set aside to meet Section 504 of the Rehabilitation Act of 1973, as outlined in Section Four, A.8.a. of the RFA;
  - (4) At least one unit in each building;
  - (5) At least one unit of each bedroom-size configuration;
  - (6) All common areas; and
  - (7) For scattered sites, at least one unit from each site, but no less than the percentages specified above.
- f. The CNA provider will independently evaluate every aspect of the property including the site, structural systems, interior surfaces and casework, interior and exterior finishes, and appliances. The CNA provider will also evaluate all mechanical systems including plumbing, heating and cooling, electrical, and elevators. To the extent readily accessible

and easily visible, the type of distribution wiring for 120-V circuits should be provided in the CNA. If aluminum wiring is observed, the presence or absence of properly rated connection devices should be noted. The CNA provider should note whether units are individually metered for any and/or all utilities. The CNA provider should document representative conditions with photographs and use reasonable efforts to document typical conditions present including material physical deficiencies, if any.

- g. The CNA provider shall also identify any known or observed deficiencies with the property, considering both individual units and common areas. The CNA provider should separately list in the CNA any existing conditions which threaten the life and safety of residents. Exigent needs of this nature should be brought to the attention of the property management, the Credit Underwriter, and the Corporation through the CNA report.
- h. The CNA Provider shall conduct a visual accessibility survey using the Uniform Abbreviated Screening Checklist for the 2010 Americans with Disabilities Act (ADA), the ASTM E 2018-15 Uniform Abbreviated Screening Checklist Fair Housing Act (FHA) and the FHFC Accessibility requirements outlined in Section Four A.8.a. and c. of the RFA.
- i. After the inspection and evaluation is complete, the CNA provider will deliver a CNA report to the Credit Underwriter and the Corporation. The CNA report will reflect the CNA provider's independent professional opinion in regard to:
  - (1) A summary of all exigent needs which threaten health or life safety;
  - (2) A summary of all known or observed deficiencies pursuant to the FHFC Accessibility requirements outlined in Section Four A.8.a. and c. of the RFA, FHA, and/or ADA requirements, as well as outstanding and/or recorded building or fire code violations;
  - (3) Confirmation that all items committed to in the Application (including all items required by the Corporation as outlined in Section Four A.8. of the RFA) are physically and financially feasible within the contemplated budget, which shall include the appropriateness of the rehabilitation measures selected by the Applicant, considering the remaining useful life and the current condition of the subject features;
  - (4) A list of **immediate** physical needs (those with 5 years or less of remaining useful life);
    - (a) The CNA provider will estimate the remaining useful life of each building system or component using the most recent Fannie Mae estimated useful life tables as the starting point for this evaluation;
    - (b) The CNA provider may recommend partial replacement of particular components (e.g. immediate replacement of countertops in 40% of the units with the remaining 60% in the capital reserve plan at Year 6);
  - (5) A list of all long-term physical needs (those with a remaining useful life of 6-15 years); the CNA provider will estimate the remaining useful life of each building

system or component using the most recent Fannie Mae estimated useful life tables as the starting point for this evaluation;

- (6) An estimate of the “reserves necessary for replacements”;
- (7) An estimate of the cost of rehabilitation based on industry accepted source (e.g. RSMean);
- (8) An executive summary, including the following items:
  - (a) Property identification, including location and description;
  - (b) A description, if applicable, of any immediate life safety issues or any outstanding and recorded deficiencies in regard to Florida building or local fire codes, Florida Housing required features, or accessibility standards;
  - (c) Confirmation that the required FHFC Accessibility standards outlined in Section Four A.8.a. and c. of the RFA can be met.
  - (d) A summary narrative discussion of the physical condition of the property;
  - (e) A summary of immediate capital needs, including total costs and total costs per unit;
  - (f) A summary of long term capital needs, including total cost, total cost per unit (in both current and inflated dollars);
  - (g) A summary finding stating whether the estimated remaining useful life after rehabilitation for the buildings and their components will be at least 35 more years;
- (9) An evaluation of site improvements (utilities, parking, paving, sidewalks, sewer and drainage, landscaping, trash enclosures/compactors, tenant amenities, common areas, playgrounds and playground equipment and general site improvements);
- (10) An evaluation of building architectural and structural systems (foundations, superstructure and floors, roof structures and roofing, exterior walls and stairs, siding, downspouts,);
- (11) An evaluation of building mechanical and electrical systems (building HVAC, plumbing, electrical, elevators and fire protection/security systems), which should include evaluation of energy efficiency requirements and green building practices where applicable;
- (12) An evaluation of the interior dwelling units (interior finishes, all floors, walls, ceilings, paint, kitchens and appliances, carpet, vinyl, interior doors, shelves, cabinets, vanities, closets, interior HVAC, plumbing, bathroom fixtures, electrical fire protection systems and security systems);

- (13) Evaluation of any accessory structures on the property;
  - (14) A description of directly observed or potential on-site environmental hazards;
  - (15) An analysis of the estimated remaining useful life of the property, which shall be displayed as the computation of all repairs and replacements carried out initially, plus replacement reserves needed over time;
  - (16) The basis for identifying any item for repair or replacement;
  - (17) Appendices (photographs, site plans, maps, etc.); and
  - (18) Certification of the CNA provider's qualifications and acknowledgments of who prepared the report, when the report was prepared, and for whom the report was prepared.
- j. The CNA provider will confirm that it is physically feasible to meet the requirements of Section Four. A.8.a., and A.8.c. of the RFA within the contemplated budget, and provide an estimated cost for meeting those requirements.
  - k. The CNA provider will opine as to the physical and financial feasibility of the inclusion of full-size ranges and ovens in all rehabilitation units.
  - l. The CNA provider will opine as to the physical and financial feasibility of all of the Green Features required in Section Four A.8.d. of the RFA.
  - m. Where appropriate, the CNA provider will comment on the proportions of physical needs that have resulted from accumulated deferred maintenance, and from ordinary use and decline of a properly maintained property. If, in the CNA provider's expert opinion, the deterioration of the property has been accelerated by poor management practices, that information must be disclosed to the Credit Underwriter and the Corporation.
  - n. The CNA provider will also comment on whether rehabilitation of a particular feature ordinarily requires relocation of the tenant.
3. The Scoping Stage (Steps 8-11)
- a. Once the CNA report is completed by the CNA provider, the report will be sent to the Credit Underwriter and the Corporation as soon as practicable. From this CNA report, the Credit Underwriter will prepare the draft Rehabilitation Scope of Work using the Worksheet (rev. 8-2018) attached to this Exhibit.
  - b. Each Rehabilitation Scope of Work must include the measures listed below.
    - (1) A minimum per unit hard cost budget of non-luxury improvements as specified in the RFA.
    - (2) Corrective actions for all exigent needs noted in the CNA including all deficiencies which threaten health and life safety, as well as observed and recorded building or fire code issues.

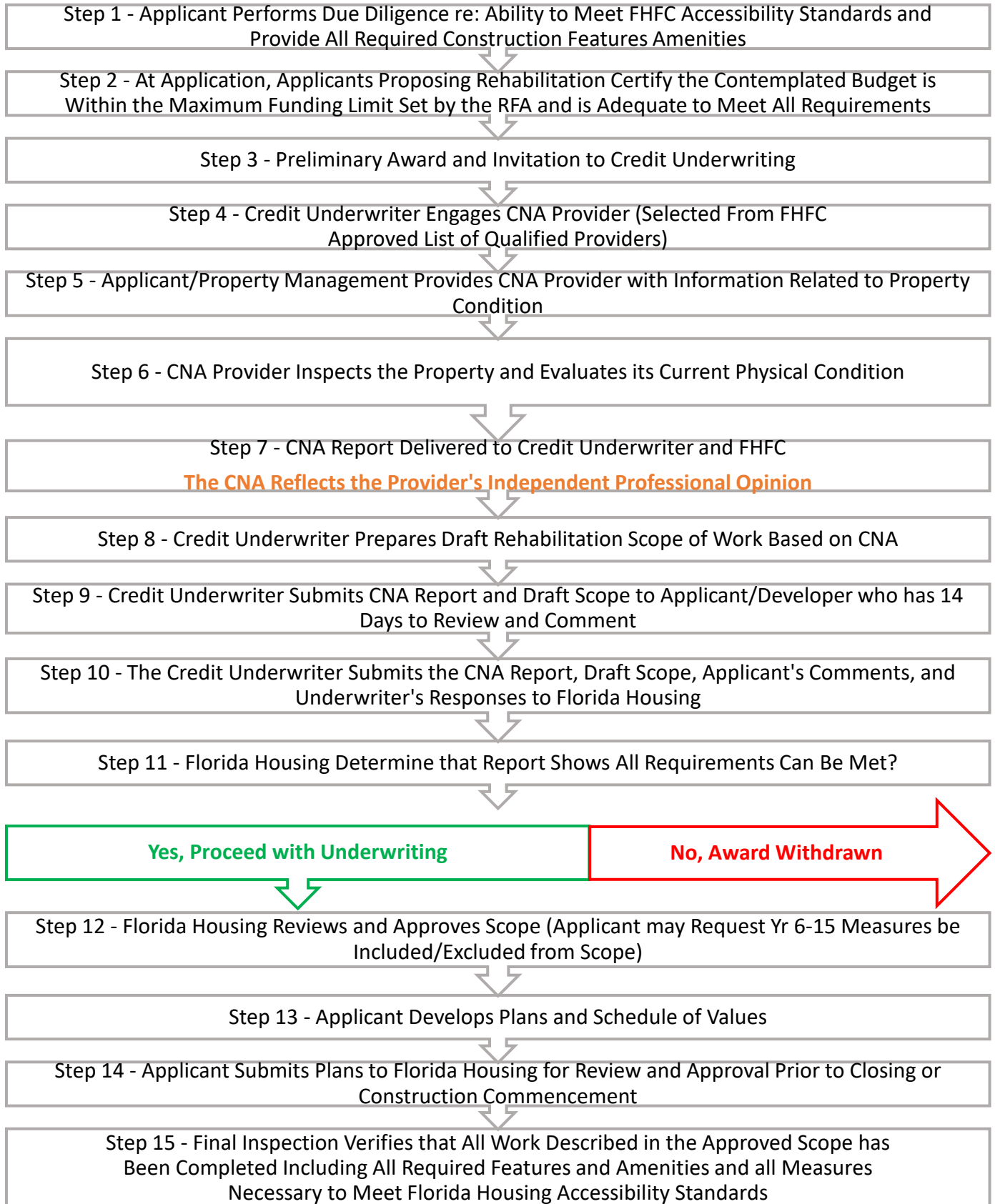
- (3) The replacement of any component of the building or site with an effective remaining useful life, according to most recent Fannie Mae Estimated Useful Life Tables, of less than 5 years. The CNA will be used to determine which components meet this criterion.
  - (4) The replacement of any component of the building or site with an effective remaining useful life, according to most recent Fannie Mae Estimated Useful Life Tables, of less than 15 years, if determined appropriate for this rehabilitation and if there is remaining funding available. The CNA will be used to determine which components meet this criterion.
  - (5) Substantially the same scope of work in all units of the same type.
  - (6) Compliance with this Exhibit, the requirements of the applicable RFA, the Florida Administrative Code, and any other Florida Housing guidance upon completion of work.
  - (7) Compliance with applicable Florida building code and local fire code regulations, as well as FHA and ADA requirements upon completion of work.
  - (8) Compliance will all applicable Florida Housing accessibility requirements upon completion of work.
  - (9) Compliance with Uniform Physical Condition Standards (UPCS) upon completion of work.
- c. The Credit Underwriter will populate the Scope of Rehabilitation Worksheet with the measures identified in the CNA in the following order:
- (1) All exigent needs noted in the CNA including all deficiencies which threaten health and life safety (Exigent Needs in the template), needs required to conform with applicable Florida building code and local fire code regulations, as well as FHA and ADA requirements;
  - (2) All work required to meet FHFC accessibility requirements (Accessibility Requirement in the worksheet);
  - (3) Any item required in the applicable RFA, or promised by the Applicant at the time of Application (RFA Requirement in the worksheet);
  - (4) Any component of the building or site with an effective remaining useful life of less than 5 years (5 yr Need in the worksheet);
  - (5) To the extent that funding is available, replacement of any component of the building or site with an effective remaining useful life of less than 15 years (6-15 yr Need in the worksheet); and
  - (6) Enhancements required to make the property marketable (Marketability in the worksheet).

- d. Systems and components with more than 5, but less than 15 years of remaining useful life should be prioritized in the following order:
    - (1) Site improvements;
    - (2) Structural components and building envelope;
    - (3) Mechanical, electrical, and plumbing systems;
    - (4) Unit improvements including fixtures and finishes;
    - (5) Common area improvements; and
    - (6) Other improvements.
  - e. Once completed, the Credit Underwriter will submit the draft Scope of Work to the Applicant. Upon reception of the draft Scope of Work, the Applicant shall have a 14 Calendar Day review period in which the Applicant may provide addition information and comment to the Credit Underwriter on the draft Scope of Work.
  - f. Upon the close of the Applicant's 14 Calendar Day review and comment period, the Credit Underwriter shall have a 7 Calendar Day review period in which the Credit Underwriter may craft opinions and recommendations to the Corporation regarding the Applicant's comments on the Draft Scope of Work. No later than the end of this 7 Calendar Day period, the Credit Underwriter shall submit the CNA report, the draft Scope of Work, the Applicant's comments (on the draft scope) and the Credit Underwriter's opinions and recommendations to the Corporation.
  - g. The Corporation shall review the material provided by the Credit Underwriter to first determine that all of the requirements of Section Four A.8.a. and c. have been met within available sources for the proposed Rehabilitation of the Development. If the Corporation determines the above requirements cannot be met with available sources, the preliminary award will be rescinded.
4. Credit Underwriting and Beyond (Steps 12–15)
- a. If the Corporation determines that all of the requirements of Section Four A.8.a. and c. can be met, and that there are no other issues that would disqualify the Applicant, then the Credit Underwriting process may proceed.
  - b. During the Credit Underwriting process, the Corporation will review and approve the final Scope of Work for the project.
  - c. Once the Corporation has approved the final Scope of Work for the Development, the Applicant must develop construction plans and the schedule of values for the Development. These construction plans shall be submitted to the Corporation for review and approval during the credit underwriting process.
  - d. As with any funding, the Corporation will conduct a final inspection to verify that all work in the approved Scope of Work has been completed, including delivery of all



required features, amenities and measures needed to meet the Corporation's Housing Accessibility Standards.

Flowchart



Scope of Rehabilitation Worksheet

INSERT LINES AS NECESSARY & Copy formula in column G Copy formula in column G

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LINES AS AS AS AS

2017 REHABILITATION WORK SCOPE

APPLICATION NUMBER:

RFA NUMBER:

DEMOGRAPHIC:

DEVELOPMENT NAME:

DEVELOPMENT LOCATION:

DEVELOPER:

APPLICANT NAME:

YEAR BUILT:

RESIDENTIAL UNIT COUNT:

GROSS SQUARE FOOTAGE:

NUMBER OF LINK UNITS:

TRADE ITEM	Need Category (Select from drop-down menu)	Describe scope: materials, performance specifications	QUANTITY (Enter # of Units)	UNIT DESCRIPTION (sf, ea, etc.)	UNIT COST (Enter Cost Per Unit)	TOTAL COSTS (quantity * unit cost)
<b>Accessibility</b>						
convert existing units to UFAS-complaint units						\$0.00
retrofit existing units for Fair Housing compliance						\$0.00
retrofit existing common areas to meet UFAS, Fair Housing, & ADA						\$0.00
retrofit existing site to meet Fair Housing, ADA						\$0.00
additional Florida Housing accessibility requirements						\$0.00
<b>Total (Accessibility)</b>						
<b>Demolition</b>						
site						\$0.00
bdg interiors: ceilings, walls, floor, plumbing, HVAC, elec						\$0.00
bdg exteriors: siding, roofing, patios, decks, stairs, breezeways						\$0.00
<b>Total (Demolition)</b>						
<b>Unusual site conditions (such as lead, asbestos, mold abatement)</b>						
lead abatement						\$0.00
asbestos abatement						\$0.00
mold abatement						\$0.00
<b>Total (Unusual site conditions (such as lead, asbestos, mold abatement))</b>						
<b>Site Improvements</b>						
lighting						\$0.00
parking Surfaces						\$0.00
fencing						\$0.00
retaining walls						\$0.00
<b>Total (Site Improvements)</b>						
<b>Landscaping &amp; Irrigation</b>						
						\$0.00
						\$0.00
						\$0.00
						\$0.00
<b>Total (Landscaping &amp; Irrigation)</b>						
<b>Structure &amp; Building Envelope</b>						
						\$0.00
						\$0.00
						\$0.00
<b>Total (Structure &amp; Building Envelope)</b>						
<b>Mechanical, Electrical, Plumbing</b>						
DHW						\$0.00
HVAC						\$0.00
						\$0.00
<b>Total (Mechanical, Electrical, Plumbing)</b>						
<b>Utilities</b>						
water service						\$0.00
fire service						\$0.00
storm water piping						\$0.00
sewer service						\$0.00
electrical service						\$0.00
gas service						\$0.00
<b>Total (Utilities)</b>						
<b>Common Area Interior Elements</b>						
						\$0.00
						\$0.00
						\$0.00
<b>Total (Common Area Interior Elements)</b>						
<b>Unit Interior Elements</b>						
						\$0.00
						\$0.00
						\$0.00
<b>Total (Unit Interior Elements)</b>						
<b>Total Costs</b>						
<b>Total Costs Per Residential Unit</b>						\$0.00
<b>Total Costs Per Gross Square Foot</b>						\$0.00
<b>Total Costs for Specific Need Category</b>						
<b>Total Costs for Specific Need Category</b>		<b>Exigent Need</b>			0.0%	\$0
<b>Total Costs for Specific Need Category</b>		<b>RFA Requirement</b>			0.0%	\$0
<b>Total Costs for Specific Need Category</b>		<b>Accessibility Requirement</b>			0.0%	\$0
<b>Total Costs for Specific Need Category</b>		<b>Need in Years 1-5</b>			0.0%	\$0
<b>Total Costs for Specific Need Category</b>		<b>Need in Years 6-15</b>			0.0%	\$0
<b>Total Costs for Specific Need Category</b>		<b>Marketability</b>			0.0%	\$0
<b>Total Costs for Specific Need Category</b>		<b>Other</b>			0.0%	\$0

**Exhibit G – Grant Funding Terms and Conditions**

- a. Grant Funding Terms and Conditions:
- (1) The Grant Funding shall be revocable if the Grant Funds were used for any purpose not permitted under the RFA or grant agreement or that the Grant Funds were awarded or disbursed to Grantee based upon fraud or misrepresentation committed by the Grantee during the Compliance Period.
  - (2) The Grant Funding shall be serviced either directly by the Corporation or by the servicer on behalf of the Corporation.
  - (3) The Corporation shall monitor compliance of all terms and conditions of the Grant Funding and shall require that certain terms and conditions be embodied in the Restrictive Covenant and Grant 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 Grant Funding shall constitute a default during the term of the Grant. The Corporation shall take appropriate legal action to effect compliance if a violation of any material term or condition relative to the set-asides of units is discovered during the course of compliance monitoring or by any other means.
  - (4) The documents creating, evidencing or securing the Grant Funding must provide that any violation of the terms and conditions described in this RFA, constitutes a default under the Grant Funding documents allowing the Corporation to accelerate its grant agreement and to seek any legally available remedies.
  - (5) The Compliance Period for a Development funded with Grant Funding shall be, as stated in the RFA, but at a minimum, a period of time equal to 50 years from the date the first residential unit is occupied. For Developments that contain occupied units at the time of closing, the Compliance Period shall begin no later than the termination of the last lease executed prior to closing of the Grant Funding.
  - (6) If a guarantor(s) is considered necessary by the Credit Underwriter and unless and until a guarantor's obligations for Grant Funding are terminated as approved in writing by the Corporation or its servicer, the guarantor(s) shall furnish to the Corporation or its servicer financial statements as provided in paragraphs (a) through (c) below as the Corporation or its servicer may reasonably request.
    - (a) The financial statements audited, compiled or reviewed by a licensed Certified Public Accountant are to be prepared in accordance with accounting principles generally accepted in the United States of America for the 12 month fiscal year period just ended and shall include:
      - (i) Comparative Balance Sheet with prior year and current year balances;

- (ii) Statement of revenue and expenses;
- (iii) Statement of changes in fund balances or equity;
- (iv) Statement of cash flows; and
- (v) Notes to financial statements, if any.

The financial statements referenced above should also be accompanied by a certification of the guarantor(s) as to the accuracy of such financial statements; or

- (b) If an audited financial statement has not been prepared, a federal income tax return filed for the most recently completed year;

b. Sale, Transfer or Refinancing of a Development with Grant Funding.

- (1) 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.
- (2) The Grant Funding 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 Grant Funding;
  - (b) The proposed transferee agrees to maintain all set-asides and other requirements of the grant 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 the RFA.

- (3) If the Grant Funding is not assumed since the buyer does not meet the criteria for assumption of the Grant Funding, the Grant Funding shall be repaid from the proceeds of the sale in the following order of priority:
  - (a) First mortgage debt service, first mortgage fees;
  - (b) Expenses of the sale; and

- (c) If there will be insufficient funds available from the proposed sale of the Development to satisfy paragraphs (3)(a)-(b) above, the Grant Funding shall not be satisfied until the Corporation has received:
  - (i) An appraisal prepared by an appraiser selected by the Corporation or the Credit Underwriter indicating that the purchase price for the Development is reasonable and consistent with existing market conditions;
  - (ii) A certification from the Applicant that the purchase price reported is the actual price paid for the Development, as supported by a copy of the final executed purchase and sale agreement, and that no other consideration passed between the parties, as supported by a draft and final closing statement; and
  - (iii) A certification from the Applicant that there are no Development funds available to satisfy paragraphs (3)(a)-(b) above, and the Applicant knows of no source from which funds could or would be forthcoming to satisfy paragraphs (3)(a)-(b) above.

c. Grant Funding Construction/Rehabilitation Disbursements

- (1) Grant proceeds shall be disbursed during the construction phase in an amount per Draw which does not exceed the ratio of the Grant to the Total Development Cost, unless approved by the Credit Underwriter.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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:

- (a) 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 grant documents; or
  - (b) The percentage of progress of construction of the improvements differs from that shown on the request for a Draw.
- (6) The servicer may request submission of revised construction/rehabilitation budgets.
- (7) 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.
- (8) 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 Grant Funding agreement.

### **Applicant Certification and Acknowledgement Form**

1. The Applicant and all Financial Beneficiaries have read all applicable Corporation rules 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. 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.
2. The Applicant has reviewed subsections 67-48.009(5) and 67-48.023(1), F.A.C., and certifies to its eligibility to apply for the funding offered in this RFA.
3. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation.
4. The Applicant acknowledges and certifies that it will abide by all commitments, requirements, and due dates outlined in the RFA, inclusive of all exhibits. Failure to provide the required information by any stated deadlines may result in the withdrawal of the invitation to enter credit underwriting, unless an extension is approved by the Corporation.
5. By submitting the Application, the Applicant acknowledges and certifies that 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, including the Affirmative Fair Housing Marketing Plan; Violence Against Women Act Reauthorization Act of 2013; Section 504 of the Rehabilitation Act of 1973 as outlined in Section Four, A.8. of the RFA; and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules.
6. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in this Application that may be conducted by the Corporation, 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.
7. 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.
8. 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,



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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.

9. The Applicant's commitments will be included in (i) a Land Use Restriction Agreement(s) for the SAIL loan(s) and (ii) an Extended Use Agreement for the Housing Credits, and must be maintained in order for the Development to remain in compliance, unless the Board approves a change.
10. A tenant's participation in or receipt of community-based or on-site healthcare or supportive services is not a requirement for tenancy. Applicants will not charge a fee for resident community-based services coordination, resident programs or other related services required by this RFA or those that the Applicant has described in this Application as providing at no charge to the resident. The Applicant will not charge a fee to tenants for services, programs, or activities that were made available to a tenant, but that the tenant did not participate in or receive.
11. Contributing money or time to the Development or any organization by the tenant, guardian or family member will not be a factor in tenant selection, access to the Development waiting list or a condition of the lease.
12. The Applicant certifies that there are no agreements, other than the letter of intent provided with this Application or the Limited Partnership Agreement, between the Applicant and the Housing Credit Syndicator/equity provider.
13. The Applicant certifies that the complete Limited Partnership Agreement, including any amendments thereto, will be divulged to the Corporation and the credit underwriter.
14. The Applicant understands and agrees that it will ensure that (i) none of the General Contractor duties to manage and control the construction of the Development are subcontracted; (ii) none of the construction or inspection work that is normally performed by subcontractors is performed by the General Contractor; (iii) no construction cost is subcontracted to any entity that has common ownership or is an Affiliate of the General Contractor or the Developer, as further described in subsection 67-48.0072(17); and (iv) a provision is provided in the contract with General Contractor that it will comply with subsection 67-48.0072(17).
15. The Applicant, the Developer and all Principals are in good standing among all other state agencies and have not been prohibited from applying for funding.
16. In eliciting information from third parties required by and/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/or provided during the credit underwriting process and the information

**Applicant Certification and Acknowledgement Form**

provided by any such party is based upon, and accurate with respect to, the Development as proposed in this Application.

- 17. During the credit underwriting process, the Applicant must demonstrate that the Development meets the requirements of this RFA and Section 42 of the IRC.
- 18. 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.
- 19. Applicants that commit to serve the Persons with a Disabling Condition Demographic must be a housing provider in the Continuum of Care’s Homeless Coordinated Entry system as required by the U.S. Department of Housing and Urban Development.
- 20. The Applicant understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), F.S.
- 21. The undersigned is authorized to bind the Applicant entity 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 Authorized Principal Representative

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

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

NOTE: The Applicant must provide this form as Attachment 1 to the RFA. The Applicant Certification and Acknowledgement form included in the Application labeled “Original Hard Copy” must contain an original signature (blue ink is preferred).