

**REQUEST FOR APPLICATIONS 2024-204**

# **SAIL FINANCING FOR THE PRESERVATION OF ELDERLY DEVELOPMENTS**

**Issued By:**

**FLORIDA HOUSING FINANCE CORPORATION**

**Issued: November 14, 2024**

**Due: December 10, 2024**

## SECTION ONE INTRODUCTION

This Request for Applications (RFA) is open to Applicants proposing the preservation of affordable, multifamily housing for the Elderly utilizing State Apartment Incentive Loan (SAIL) funding as gap funding, which may be used in conjunction with (i) Tax-Exempt Bond financing (i.e., Corporation-issued Multifamily Mortgage Revenue Bonds (MMRB) or Non-Corporation-issued Tax-Exempt Bonds obtained through a Public Housing Authority (established under Chapter 421, F.S.), a County Housing Finance Authority (established pursuant to Section 159.604, F.S.), or a Local Government), or (ii) Non-Competitive Housing Credits (which are also referred to as 4% Housing Credits or, for purposes of this RFA, Housing Credits).

### A. SAIL

Florida Housing Finance Corporation (the Corporation) expects to have an estimated \$3,675,000 of loan funding comprised of a portion of the State Apartment Incentive Loan (SAIL) funding appropriated by the 2024 Florida Legislature. The amounts listed below include ELI funding to cover the units that are set aside for Extremely Low Income (ELI) Households, including the commitment for a portion of ELI Set-Aside units as Link Units for Persons with Special Needs, as defined in Section 420.0004(13) F.S., and as further outlined in Sections Four A.6.c.(2)(c) of the RFA. The total SAIL Request Amount is the Base Loan Amount plus the ELI Amount.

The portion of the SAIL loan that is attributable to the ELI Funding is a forgivable loan.

### B. Tax-Exempt Bonds and 4% Housing Credits

The SAIL funding offered in this RFA may be used in conjunction with Tax-Exempt Bonds and 4% Housing Credits. For purposes of this RFA, the Applicant will NOT utilize the Non-Competitive Application Package to apply for (i) Corporation-issued MMRB and the 4% Housing Credits or (ii) 4% Housing Credits to be used with Non-Corporation-issued Tax-Exempt Bonds (i.e. issued by a Public Housing Authority (established under Chapter 421, F.S.), a County Housing Finance Authority (established pursuant to Section 159.604, F.S.), or a Local Government). Instead, the Applicant is required to apply for the MMRB and/or Housing Credits as a part of its Application for the SAIL funding.

If, prior to the submission of the Applicant's Application in response to this RFA, the Applicant submits or has already submitted a Non-Competitive Application for the Development proposed in its SAIL Application, such previous Non-Competitive Application will not be considered and the Applicant will be required to request the Corporation-issued MMRB and/or 4% Housing Credits as a part of its SAIL Application request, as outlined above.

If the proposed Development is not selected for funding or if the Applicant's funding award is rescinded, and the Applicant still wishes to receive the MMRB and/or 4% Housing Credits, the Applicant will be required to submit a new Application for such funding using the Non-Competitive Application Package that is in effect at that time.

Proposed Developments are not eligible for any funding offered in this RFA if the Applicant has already closed on the Tax-Exempt Bond financing prior to the Application Deadline for this RFA.

In addition, proposed Developments are not eligible to receive any funding awarded through this RFA if the Applicant closes on the Tax-Exempt Bond financing prior to the issuance of the preliminary commitment for the SAIL funding. If the Bonds are closed between the Application Deadline and issuance of the preliminary commitment, the Applicant's award will be rescinded.

- C. 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, applicable laws, rules and regulations, and the Corporation's generally applicable construction and financial standards.

## SECTION TWO DEFINITIONS

Capitalized terms within this RFA shall have the meaning as set forth in this RFA, in Exhibit B, Rule Chapters 67-21, F.A.C and 67-48, F.A.C. (effective August 27, 2024) and Rule Chapter 67-60, F.A.C., (effective October 23, 2024) or in applicable federal regulations.

## SECTION THREE PROCEDURES AND PROVISIONS

*Unless otherwise stated within the RFA, the Application package, forms and other information related to this RFA may be found on the RFA Webpage at <https://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2024/2024-204> (also available by clicking [here](#)).*

### A. Submission Requirements

#### 1. Application Deadline

The Application Deadline is **3:00 p.m., Eastern Time, on December 10, 2024.**

#### 2. Completing the Application Package

##### a. Downloading and completing the documents provided by the Corporation

Download and complete the following documents found on the RFA Webpage:

- (1) The Application/Development Cost Pro Forma (Exhibit A of the RFA); and
- (2) The Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 05-2019) in Excel ("Principals Disclosure Form"). If a Principals Disclosure Form was approved during the Advance Review Process, which is described in Section Four A.3.c. of the RFA, the stamped "Approved" Principals Disclosure Form should be used to satisfy this requirement.

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

b. Creating the All Attachments Document

In addition to the documents described in a. above, the Application Package also includes one copy consisting of all of the applicable completed Attachments described in the RFA (“All Attachments Document”).

Compile all of the attachments described in the RFA into one pdf file separated by pages labeling each Attachment to create the All Attachments Document. This may be accomplished by merging the documents using a computer program such as Adobe Acrobat Pro or by scanning all of the attachments together.

As described in Section Four, B.2., to be awarded 5 points, bookmark the pdf of the All Attachments Document before uploading. It is not necessary to bookmark the individual documents within the Application Package (e.g. the Exhibit A document or the Principal Disclosure Form). Acrobat Standard DC or Acrobat Pro DC are the programs required to create bookmarks.

Note: The Corporation has provided instructions on how to bookmark the Attachments as well as sample pages that may be used to separate the attachments on the RFA Webpage. If any of the attachments are not applicable, the Applicant should insert a page stating “Not Applicable” behind the separation page.

3. Uploading the Application Package

To upload the Application Package described in 2.a. above:

- a. Go to the RFA Webpage.
- b. Click the link to login and upload the Application Package. Note: 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, click “Upload Application Package.” Enter the Development Name and click “Browse” to locate the following completed saved documents:
  - (1) The Application (Exhibit A) in Excel format;
  - (2) The Principals Disclosure form in Excel format. (If the Applicant received an approved Principals Disclosure Form through the Advance Review Process, the approved form is what should be uploaded);
  - (3) The All Attachments Document in a pdf format.

The average file size is 1.0 MB and may take a few minutes to upload. Larger files may take longer to upload. There is a file size limit of 15 MB, but this may be reduced without reducing the number of pages submitted. Examples of factors that affect file size include the resolution of the scanner or scanning the documents in color or as a graphic/picture.

- d. After the documents are displayed in the Upload webpage, click “Upload Selected Files” to electronically submit the documents to the Corporation by the Application Deadline. Then the Uploaded Application (consisting of all four documents comprising the Application Package), and its assigned Response Number will be visible in the first column.

For scoring purposes, the Corporation will not consider any documentation beyond the Application Package that is uploaded as described above.

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

#### 4. Submitting the Application Fee

##### a. Application Fee

By the Application Deadline, provide to the Corporation the required non-refundable \$3,000 Application fee, payable to Florida Housing Finance Corporation via check, money order, ACH, or wire transfer.

To ensure that the Application Fee is processed for the correct online Application, the following is ***strongly recommended***: (i) whether paying by check, money order, ACH or wire transfer, include the Development Name, RFA number with the payment; and (ii) if paying by wire, include the Federal Reference Number, or if paying by ACH, include the Trace Number at question B.1 of Exhibit A.

To ensure that the Application Fee is received prior to the Application Deadline, the following is ***strongly recommended***: (i) provide the Application Fee at least two business days prior to the Application Deadline; (ii) if paying by check or money order, provide the payment in person or via method requiring signature upon delivery, (iii) if paying by wire or ACH, ensure with banking institution that funding has been received by Florida Housing.

At least 24 hours prior to the Application Deadline, the Corporation expects to post a list of the check numbers and wire/ACH reference numbers for all Applications that follow the above recommendation. If the online submission is not received by the Application Deadline, the payment will be refunded.

**ACH Instructions:**

**BANK NAME:** Wells Fargo  
One Independent Drive, 8<sup>th</sup> Floor  
Jacksonville, Florida 32202

**ABA #:** 121000248

**ACCOUNT NAME:** FHFC

**ACCOUNT #:** 4967822909

**Wire Transfer Instructions:**

**BANK NAME:** WELLS FARGO BANK, N.A.  
420 MONTGOMERY STREET  
SAN FRANCISCO 94104  
United States of America (US)

**ABA #:** 121000248

**ACCOUNT NAME:** FHFC

**ACCOUNT #:** 4967822909

**Check or Money Order Instructions:**

**Payable to:** Florida Housing Finance Corporation

**Mailing Address:** Attn: Finance and Accounting  
Florida Housing Finance Corporation  
227 N. Bronough Street, Suite 5000  
Tallahassee, Florida 32301

5. Assigning Lottery Numbers

After 3:00 p.m., Eastern Time, on the Application Deadline, each Application for which an electronically submitted copy is 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.

## 6. Withdrawing an Application

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 Review Committee meets to make its recommendations until after the Board has taken action on the Review 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. of the RFA.

Pursuant to subsection 67-21.003(11), F.A.C., the withdrawal by the Applicant from any one program will be deemed by the Corporation to be a withdrawal of the Application from all programs.

- B. This RFA does not commit the Corporation to award any funding to any Applicant or to pay any costs incurred in the preparation or delivery of an Application.
- C. The Corporation reserves the right to:
  1. Waive Minor Irregularities; and
  2. Accept or reject any or all Applications received as a result of this RFA.
- D. Any interested party may submit any inquiry regarding this RFA in writing via e-mail at [RFA\\_2024-204\\_Questions@floridahousing.org](mailto:RFA_2024-204_Questions@floridahousing.org) (also accessible by clicking [here](#)) with "Questions regarding RFA 2024-204" as the subject of the email. All inquiries are due by 5:00 p.m., Eastern Time, on \_\_\_\_\_. 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 \_\_\_\_\_, and will post a copy of all inquiries received, and their answers, on the RFA Webpage. 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), F.S., and Rule Chapter 28-110, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.
- 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. Section 119.071(1)(b)2, F.S. authorizes the Corporation to exempt this material from

disclosure requirements; however, the Corporation intends to post the Applications to the RFA Webpage sooner than 30 days after the Application Deadline.

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 and all provisions of Rule Chapters 67-21, F.A.C., 67-48, F.A.C., 67-60, F.A.C., and the Compliance requirements of Rule Chapter 67-53, F.A.C.
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.

To the extent that a modification gives rise to a protest, failure to file a protest within the time prescribed in Section 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

- G. The Corporation expects to select one 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. Unless stated otherwise, all information requested in the RFA pertains to the Development proposed in this Application upon completion of the work.

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

##### **1. Review of Application**

During the Review Committee scoring process, the Corporation (i) may rely on the answers submitted by the Applicant in Exhibit A, the Development Cost Pro Forma, and the Principal Disclosure Form; and (ii) may, but is not obligated to, review the substance of the documentation that is submitted as Attachments to the Application.

If it is determined that the Attachments do not meet the RFA requirements or the Applicant submitted materially incorrect information in the Application, the Corporation may take any or all of the following actions, even if the Application was not selected for funding, was deemed ineligible, or was withdrawn: deem the Application ineligible, rescind the award, and consider all



Principals of the Applicant to have made a material misrepresentation subject to Section 420.518, F.S.

## 2. Demographic Commitment

The Applicant irrevocably commits to provide housing to Elderly residents as defined in subsection 420.503(16), F.S.

### b. Elderly

- (1) Indicate whether the proposed Development will be an Elderly Assisted Living Facility (ALF) or an Elderly Non-ALF.

The Applicant understands, acknowledges and agrees that it will comply with the Federal Fair Housing Act requirements for housing for older persons and rent at least 80 percent of the total units to residents that qualify as older persons pursuant to that Act or as provided under any state or federal program that the Secretary of HUD determines is specifically designed and operated to assist elderly persons (as defined in the state or federal program). Further, the Applicant understands, acknowledges and agrees that all such units are subject to the income restrictions committed to in the Set-Aside Commitment section of this Application.

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

Per subsections 67-21.002(86), F.A.C. and 67-48.002(94), F.A.C., the Applicant, Developer(s) and all Principals of the Applicant and Developers that are not a natural person must be a legally formed entity as of the Application deadline.

### a. Applicant Information

- (1) 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. Include, as **Attachment 1** 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.

- (3) Non-Profit Applicant Qualifications

Indicate whether the Applicant is applying as a Non-Profit. Applicants that apply as a Non-Profit and provide the proper documentation during credit underwriting and request Housing Credits, will be charged a lower administrative fee, as described in Item 5 of Exhibit C.

As described in Exhibit D, during credit underwriting, documentation must be submitted demonstrating (a) how the Non-Profit entity is materially and substantially participating in the predevelopment, management, and operation of the proposed Development throughout the compliance period, within the meaning of material participation as defined in 26 USC §469, 26 USC §42; and (b) the Non-Profit entity meets the IRS and Section 42 qualifications.

If the Applicant applies as a Non-Profit entity and meets the requirements outlined above to be considered a Non-Profit for purposes of this RFA, it must remain a Non-Profit entity and the Non-Profit entity must (i) receive at least 25 percent of the Developer's fee; and (ii) contractually ensure that it substantially and materially participates in the management and operation of the Development throughout the Compliance Period. Any Applicant that applies as a Non-Profit but is not considered a Non-Profit will still be eligible for funding as a for profit entity.

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.

b. Developer Information

- (1) State the name of each Developer, including all co-Developers.
- (2) Each Developer entity identified (that is not a natural person, Local Government, or Public Housing Authority) 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, Local Government, or Public Housing Authority, provide, as **Attachment 3\*** 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.

**\*Attachment 2 intentionally omitted in this RFA.**

(3) Developer Experience

(a) Required Developer Experience

A natural person Principal of at least one experienced Developer entity, which must be disclosed as a Principal of the Developer on the Principals of the Applicant and Developer(s) Disclosure Form, Rev. 05-2019, ("Principal Disclosure Form"), must have, since January 1, 2004, completed at least one multifamily rental housing development that consists of a total number of units no less than 50 percent of the total number of units in the proposed Development.

The individual meeting the Developer Experience requirements must be disclosed as a Principal of the Developer on the Principal Disclosure Form and must remain with the Development until the release of the operating deficit guarantee set forth in subsection 67-48.0072(18), F.A.C.

Provide the information in Exhibit A to meet the required Developer experience.

For purposes of this provision, completed development means (i) that the temporary or final certificate of occupancy has been issued for at least one unit in one of the residential apartment buildings within the development, or (ii) if applicable, that at least one IRS Form 8609 has been issued for one 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.

(b) Requests for additional Corporation Funding for a recently funded Development

Applications that request additional Corporation funding due to sizing (e.g., Viability Loan Funding or similar), regardless of whether the request is via approval of the Board of Directors or application of funds through a competitive process will, if the future RFA so provides, result in a point reduction in the scoring of Developer 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 Developer experience requirement in the future Application. Request for additional Corporation issued MMRB allocation in order to meet the 50% test is excluded from this point reduction.

c. Principals Disclosure for the Applicant and for each Developer

(1) Eligibility Requirements

To meet the submission requirements, upload the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 05-2019) (“Principals Disclosure Form”) as outlined in Section Three above. Prior versions of the Principal Disclosure Form will not be accepted.

To meet eligibility requirements, the Principals Disclosure Form must identify, pursuant to subsections 67-48.002(94), 67-48.0075(8) and 67-48.0075(9), F.A.C., the Principals of the Applicant and Developer(s) as of the Application Deadline. 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. Per subsection 67-48.002(94), F.A.C., any Principal other than a natural person must be a legally formed entity as of the Application deadline.

If the Applicant is requesting 4% Housing Credits, the investor limited partner of an Applicant limited partnership, or the investor member of an Applicant limited liability company (or a placeholder for the investor) must be identified on the Principal Disclosure Form.

(2) Approval during Advance Review Process (5 Points)

Applicants will receive 5 points if the uploaded Principal Disclosure Form is stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline.

To document these dates, the Corporation will stamp the Principal Disclosure Form on the date it is received and the date it is approved. If a Principal Disclosure Form has been approved, but the Applicant must change the form for any reason, the form may be edited and resubmitted for approval, but the form will receive a new stamp reflecting the date the Corporation received the revised form. Likewise, if a form is returned to the Applicant for correction, the Applicant may make corrections and resubmit the form, but the date of the resubmission will be reflected as the date received. If a Principal Disclosure Form is submitted for an RFA with a "Received" date that is within 14 Calendar Days of the Application Deadline, the Applicant will not be eligible for the 5 Advance Review points.

The Advance Review Process for Disclosure of Applicant and Developer Principals is available on the RFA Webpage 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.

(4) Material and non-material changes to the Applicant entity or Developer entity

- (a) The name of the Applicant entity or Developer entity stated in the Application may be changed only by written request of an Applicant to Corporation staff and approval of the Corporation after the Applicant has been invited to enter credit underwriting.

- (b) Prior to loan closing, any change (materially or non-materially\*) in the ownership structure of the named Applicant will require review and recommendation of the Corporation, as well as Board approval prior to the change. After loan closing, (i) any material\* change will require review and approval of the Credit Underwriter, as well as approval of the Board prior to the change, and (ii) any non-material\* change will require review and approval of the Corporation prior to the change. Changes to the Applicant entity (material or non-material\*) prior to the loan closing or without Board or Corporation approval, as applicable, after the loan closing may result in disqualification from receiving funding and may be deemed a material misrepresentation. The Applicant must comply with Principal disclosure requirements outlined in Rule Chapters 67-21 and 67-48, F.A.C. for the duration of the Compliance Period. Changes to the limited partner of an investor limited partnership or an investor member of a limited liability company owning the syndicating interest therein will not result in disqualification; however, if a change to the investor limited partner or investor member is made after the closing of the partnership agreement, the amended agreement reflecting the change must be provided to the Corporation. Changes to the officers or directors of a Public Housing Authority or a Non-Profit entity, regardless of when they occur, shall require Corporation approval. Any allowable replacement to the natural person Principals of a Public Housing Authority or officers and/or directors of a non-profit entity will apply to all preliminarily awarded Applications and Applications pending final Board action that include the Public Housing Authority or Non-Profit entity. An updated Principals of the Applicant and Developer(s) Disclosure Form is required for all change requests.

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.

- (c) 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 Corporation after the Applicant has been invited to enter credit underwriting as outlined in Rule Chapter 67-48, F.A.C.

d. General Management Company Information

Identify the Management Company and complete the prior experience chart for the Management Company demonstrating experience in the management of at least two affordable rental housing properties (i.e., properties funded through an affordable housing program such as Housing Credits, Tax-Exempt Bonds, HOME, SAIL, etc.), at least one of which consists of a total number of units no less than 50 percent of the total number of units in the proposed Development, for at least two years each.

## e. Contact Person

- (1) Enter the information for the required Authorized Principal Representative. The Authorized Principal Representative (a) must be a natural person Principal 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 section of Exhibit A; 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.

**4. General Proposed Development Information**

a. State the name of the proposed Development.

b. Development Subcategory/ Rental Assistance (RA) Level

- (1) In this RFA, the Development Category is Rehabilitation. Select one of the following Development Subcategories:
  - Preservation; or
  - Acquisition and Preservation
- (2) In this RFA, the proposed Development must meet the Development Subcategory requirements of Preservation, with or without Acquisition, listed below:
  - (a) The proposed Development may consist of either (A) 100 percent Rehabilitation; or (B) a combination of new construction and Rehabilitation if less than 50 percent of the total new units are new construction;
  - (b) The proposed Development must meet the definitions of Preservation, and Rehabilitation in Rule 67-48.002, F.A.C.,
  - (c) State the year built and the total number of units that will receive PBRA and/or ACC if the proposed Development is funded in Exhibit A;
  - (d) The existing affordable development must be at least 75 percent occupied as of the Application Deadline, as verified in credit underwriting;
  - (e) Rehabilitation expenses within one 24-month period for the building(s) being rehabilitated must meet the criteria for both items below:

- (i) The estimated total amount of applicable development expenditures must meet the minimums provided in Section 42(e)(3) of the IRC; and
- (ii) The estimated total amount of hard rehabilitation costs per unit must be greater than or equal to \$40,000.

The Corporation performs a calculation to verify these criteria are met and displays them within Exhibit A using the values within the Development Cost Pro Forma as identified below. The calculations are determined as follows:

Calculation information for (A) above:

To calculate the estimated total amount of rehabilitation expenses relative to Section 42.(e)(3) of the IRC: Begin with the eligible Development Cost (Column 1, Item C), subtract eligible Total Acquisition Costs of Existing Development excluding land (Column 1, Item B), add eligible Developer Fee on Non-Acquisition Costs (Column 1, found within Item D, subject to RFA limits). When the qualified basis attributable to such amount per low-income unit is required, multiply such amount by 1.3 if a basis-boost is applicable, or 1.0 if not, and then divide by the total number of units.

Note: Regardless of the number of buildings in the proposed Development, the calculation at time of application will be based on the Development as a whole. Rehabilitation expenses are amounts chargeable to the capital account related to the rehabilitation of a building which are exclusive of the costs associated with the acquisition of the building.

To calculate the adjusted basis of the acquired building:

Begin with eligible Total Acquisition Costs of Existing Development excluding land (Column 1, Item B), add eligible Developer Fee on Acquisition Costs (Column 1, found within Item D). However, if the first line item in Column 1, Item B (Acquisition Cost of Existing Development, excluding land, Existing Building(s)) is zero, then the adjusted basis of the building shall also be zero.

Calculation information for (B) above:

Calculate the estimated total amount of hard rehabilitation costs per unit, relative to Rule requirements: Begin with Total Actual Construction Cost (Column 3, Item A1.1), add Hard Cost Contingency (Column 3, Item A1., subject to RFA limits) and divide the result by total units.

The Corporation performs a calculation to verify these criteria are met and displays the results within Exhibit A using the values within the Development Cost Pro Forma as identified below, as described in the above calculation information for (A) above.

*For proposed Developments that qualify for a basis boost:*

The qualified basis is determined by multiplying the estimated total amount of rehabilitation expenses calculated above by 1.3, then multiplying the result by the Total Set-Aside Percentage. The result is divided by the number of Set-Aside Units. The resulting amount is the qualified basis of the estimated rehabilitation expenses per low-income unit.

*For proposed Developments that do not qualify for a basis boost:*

The qualified basis is determined by multiplying the estimated total amount of rehabilitation expenses calculated above by the Total Set-Aside Percentage. The result is divided by the number of Set-Aside Units. The resulting amount is the qualified basis of the estimated rehabilitation expenses per low-income unit.

Note: Regardless of the number buildings in the proposed Development, the calculation at time of application will be based on the Development as a whole.

Provide, as **Attachment 4** to Exhibit A, a Rental Assistance Qualification Letter from HUD or RD, dated within 12 months of the Application Deadline, which includes the following information:

- Name of the Development \*;
- Address of the Development;
- Year built\*\*;
- Total number of units that currently receive PBRA and/or ACC;
- Total number of units that will receive PBRA and/or ACC if the proposed Development is funded;
- All HUD or RD financing program(s) originally and/or currently associated with the existing development; and
- Confirmation that the Development has not received financing from HUD or RD in the 20 years prior to the Application Deadline where the rehabilitation budget was at least \$10,000 per unit in any year.

\*For purposes of this provision, the Name of the Development may be the name at the time of the PBRA and/or ACC award.



\*\* The Development must have been built at least 20 years prior to the Application Deadline to meet the definition of Preservation and must be built at least 30 years prior to the Application Deadline to receive the Age of Development funding selection preference.

(3) Rental Assistance (RA) Level Classification

(a) Rental Assistance Qualification Letter

All funded Applications will be held to the number of RA Units stated in the Rental Assistance Qualification Letter provided by the Applicant. This requirement will apply throughout the compliance period, subject to congressional appropriation and continuation of the rental assistance program.

(b) Calculating the Rental Assistance (RA) Level

The total number of units that will receive rental assistance (i.e., PBRA and/or ACC) will be the basis of the Applicant’s RA Level Classification. The Corporation will divide the RA Units by the total units, resulting in a Percentage of Total Units that are RA Units. Using the Rental Assistance Level Classification Chart below, the Corporation will determine the RA Level associated with both the Percentage of Total Units and the number of RA Units. The best rating of these two levels will be assigned as the Application’s RA Level Classification.

| Rental Assistance Level Classification Chart |                                                               |    |                                                                                         |
|----------------------------------------------|---------------------------------------------------------------|----|-----------------------------------------------------------------------------------------|
| Rental Assistance Level                      | Percentage of Total Units that will receive Rental Assistance |    | Number of RA Units that will receive Rental Assistance                                  |
| Level 1                                      | All units (with the exception of up to 2 units)               | or | At least 100 RA Units and greater than 50% of the total units                           |
| Level 2                                      | Greater than 90.00%                                           | or | At least 90 RA Units but less than 100 RA Units and greater than 50% of the total units |
| Level 3                                      | Greater than 75.00%, equal to or less than 90.00%             | or | At least 75 RA Units but less than 90 RA Units and greater than 50% of the total units  |
| Level 4                                      | Greater than 50.00%, equal to or less than 75.00%             |    | N/A                                                                                     |
| Level 5                                      | Greater than 10.00%, equal to or less than 50.00%             |    | N/A                                                                                     |
| Level 6*                                     | 10.00% or less of the total units receive rental assistance   |    | N/A                                                                                     |

\*Applications will be classified RA Level 6 if 10.00% or less of the total units will receive rental assistance or if the Applicant fails to meet the criteria outlined above.

c. Characteristics of Development

(1) 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, and each residential building must have at least one elevator)

- Mid-Rise, 4-stories (a building comprised of 4 stories and each residential building must have at least one elevator)
- Mid-Rise, 5 to 6-stories (a building comprised of 5 or 6 stories and each residential building must have at least one elevator)
- High-Rise (a building comprised of 7 or more stories and each residential building must have at least one elevator)

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, commercial, parking, utility, 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 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.

(2) Enhanced Structural Systems (“ESS”) Construction Qualifications

To qualify as “Enhanced Structural Systems Construction” or “ESS Construction” for purposes of the Total Development Cost Limitation test calculation, the Leveraging calculation, and the ESS Construction Funding Preference, the proposed Development must meet at least one of the specifications listed below.

These qualifying criteria specifically exclude face brick or brick veneer from qualifying as ESS Construction for purposes of this RFA unless the proposed Development otherwise meets the requirements below.

(a) ESS Construction qualifications based on Development Type

(1) High-Rise Development qualifications

Any new construction buildings with the Development Type of High-Rise (7 or more stories) shall qualify as “ESS Construction.”

(2) Mid-Rise Development qualifications

Any new construction buildings with the Development Type of Mid-Rise (4, 5 or 6 story) that utilize a ESS Podium Structure shall qualify as “ESS Construction.”

The term “ESS 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.

\*The ESS Podium Structure must utilize at least 85 percent of the square footage for parking or non-commercial utility/ancillary building uses only. Up to 15 percent of the square footage can be used for other non-residential purposes. The top surface of the 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).

(b) ESS Construction qualifications based on construction materials

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.

For the purposes of determining "ESS Construction," there is no requirement regarding the materials to be used in the roof of the building.

\*\*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.

ESS units must be designated on the Unit Characteristic Chart described below. This will be verified during the credit underwriting process. If this cannot be verified the units will no longer be considered ESS Construction, and funding awarded under this RFA may be rescinded.

d. Unit Characteristic Chart

Complete the chart in Exhibit A of the RFA reflecting the appropriate breakdown reflecting the number of units within each of the Development Categories, Development Types, or ESS/non-ESS Construction.

**5. Location of Proposed Development**

a. Indicate the county where the proposed Development will be located.

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

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

b. Address of the Development site

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.

c. Scattered Sites

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

- (1) 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;
- (2) Site control and Ability to Proceed must be demonstrated in the Application for all Scattered Sites; and
- (3) All Scattered Sites must be located within the same county.

d. Latitude/Longitude Coordinates

- (1) 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 subsections 67-21.002(34) and 67-48.002(34), 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, 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. Number of Units and Buildings

- a. State the total number of units that will be in the proposed Development upon completion.

Note: All buildings must consist of at least five units per building. This will be confirmed in credit underwriting.

All proposed Developments must consist of a minimum of 30 total units. The total units include all Set-Aside Units, Manager Units as described in Rule Chapter 67-53, F.A.C., and if applicable, market rate units. The maximum total number of units, if applicable, is limited as follows:

Proposed Developments cannot exceed 250 total units. Proposed Developments with a Demographic Commitment of Elderly ALF cannot exceed 125 total units. Note: Developments also have unit mix restrictions, as outlined in d. below.

Note: The total number of units stated in the Application may be increased, up to any applicable allowable limit, after the Applicant has been invited to enter into credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation.

- b. Occupied Units

The existing affordable development must be at least 75 percent occupied with Elderly residents as of the Application Deadline.

A plan for relocation of existing tenants will be required to be provided to the Credit Underwriter, as outlined in Exhibit D.

- c. Set-Aside Commitments

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

If not requesting MMRB or local bonds with 4% Housing Credits, select "SAIL only" as the set-aside commitment at question 6.c.(1) of Exhibit A.

- For proposed Developments that are requesting MMRB or local bonds with 4% Housing Credits, per Section 42 of the IRC, elect one of the following

minimum set-aside commitments: 20% of the units at 50% or less of the Area Median Income (AMI)

- 40% of the units at 60% or less of the AMI
- Average Income Test

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 select 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. The Average Income Test requires that (a) forty percent or more of the residential units in the Development be both rent-restricted and occupied by individuals whose income does not exceed the imputed income limitation designated by the Applicant with respect to the respective unit, subject to the special rules relating to income limitation which (b) require the Applicant to designate the imputed income limitation of each unit taken into account under (a) above, such that the average of the imputed income limitations of all units designated by the Applicant shall not exceed 60 percent of the area median income. The designated imputed income limitation of any such unit shall be in 10-percent increments as follows: 20 percent, 30 percent, 40 percent, 50 percent, 60 percent, 70 percent, or 80 percent of the area median income. When requesting Corporation-issued MMRB, the set-aside commitment for the Tax-Exempt Bonds will either be 20 percent of the units at 50 percent or less of the AMI or 40 percent of the units at 60 percent or less of the AMI.

(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

(i) Proposed Developments with a Demographic Commitment of Elderly Non-ALF

- If SAIL only is not selected and the Average Income Test is not selected, set aside a total of at least 80 percent of the Development's total units at 60 percent AMI or less.
- If the Average Income Test is selected, set aside a total of at least 80 percent of the Development's total units at 80 percent AMI or less, but the Average AMI of the Qualifying Housing Credit Units\* cannot exceed 60 percent.
- If SAIL only is requested, set aside a total of at least 80 percent of the Development's total units at 60 percent AMI

or less, of which at least 20 percent must be set aside below 50 percent AMI or less (which may include ELI units).

- (ii) Proposed Developments with a Demographic Commitment of Elderly ALF
- If SAIL only is not selected and the Average Income Test is not selected, set aside a total of at least 50 percent of the Development's total units at 60 percent AMI or less.
  - If the Average Income Test is selected, set aside a total of at least 50 percent of the Development's total units at 80 percent AMI or less, but the Average AMI of the Qualifying Housing Credit Units\* cannot exceed 60 percent.
  - If SAIL only is selected, set aside a total of at least 50 percent of the Development's total units at 60 percent AMI or less, of which at least 20 percent must be set aside below 50 percent AMI or less (which may include ELI units).

\*The Average AMI of the Qualifying Housing Credit Units is further described in (3)(b) below.

(b) Extremely Low Income (ELI)

(i) ELI Set-Aside Unit Requirements

Applicants are required to set aside a required percentage of total units for Extremely Low Income (ELI) Households and meet all Link requirements stated below. Such Applicants will be eligible for ELI Funding.

If the Average Income Test is not selected, the Applicant must set aside at least 10 percent of total units, rounded up, for ELI Households. The requirement to set aside units for ELI Households refers to the ELI AMI level for the county where the proposed Development is located, as outlined on the chart below. 50 percent of the ELI Set-Aside Units must meet the Link Unit requirements.

If the Average Income Test is selected, the Applicant must set aside at least 15 percent of total units for ELI Households. The ELI AMI level will be 30 percent, regardless of county. Applicants will be eligible for ELI Loan funding as outlined below. 50 percent of the ELI Set-Aside Units must meet the Link Unit requirements.

(iv) ELI Funding Amounts

Applicants are eligible for ELI funding for each ELI Set-Aside unit as described above, not to exceed the lesser of (i) \$1,000,000; or (ii) the maximum amount based on the ELI Set-Aside per unit limits for 10 percent of the total units, as further outlined in Section Four A.10.a.(1)(b) of the RFA.

The following chart sets out the ELI Area Median Income (AMI) for each County and the maximum ELI 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 funding amount may be decreased, but under no circumstances shall it be increased.

| <b>County</b> | <b>2024<br/>ELI<br/>AMI</b> | <b>0 &amp; 1<br/>Bedroom<br/>Units</b> | <b>2<br/>Bedroom<br/>Units</b> | <b>3 &amp;<br/>Higher<br/>Bedroom<br/>Units</b> |
|---------------|-----------------------------|----------------------------------------|--------------------------------|-------------------------------------------------|
| Alachua       | 40%                         | \$68,400                               | \$80,100                       | \$90,400                                        |
| Baker         | 40%                         | \$61,900                               | \$72,600                       | \$82,000                                        |
| Bay           | 40%                         | \$61,900                               | \$72,600                       | \$82,000                                        |
| Bradford      | 40%                         | \$50,700                               | \$59,400                       | \$66,900                                        |
| Brevard       | 40%                         | \$67,900                               | \$79,500                       | \$89,700                                        |
| Broward       | 33%                         | \$102,300                              | \$119,900                      | \$135,100                                       |
| Calhoun       | 40%                         | \$50,100                               | \$58,600                       | \$66,200                                        |
| Charlotte     | 40%                         | \$57,700                               | \$67,600                       | \$76,200                                        |
| Citrus        | 40%                         | \$47,600                               | \$55,800                       | \$63,100                                        |
| Clay          | 35%                         | \$87,200                               | \$102,300                      | \$115,400                                       |
| Collier       | 33%                         | \$101,100                              | \$118,400                      | \$133,400                                       |
| Columbia      | 40%                         | \$52,800                               | \$61,800                       | \$69,800                                        |
| DeSoto        | 40%                         | \$46,800                               | \$54,700                       | \$61,800                                        |
| Dixie         | 40%                         | \$46,800                               | \$54,700                       | \$61,800                                        |
| Duval         | 35%                         | \$87,200                               | \$102,300                      | \$115,400                                       |
| Escambia      | 40%                         | \$64,400                               | \$75,600                       | \$85,100                                        |
| Flagler       | 40%                         | \$62,300                               | \$73,000                       | \$82,400                                        |
| Franklin      | 40%                         | \$49,900                               | \$58,400                       | \$65,800                                        |
| Gadsden       | 40%                         | \$63,700                               | \$74,500                       | \$84,000                                        |
| Gilchrist     | 40%                         | \$68,400                               | \$80,100                       | \$90,400                                        |
| Glades        | 40%                         | \$46,800                               | \$54,700                       | \$61,800                                        |
| Gulf          | 40%                         | \$51,400                               | \$60,300                       | \$68,000                                        |
| Hamilton      | 40%                         | \$46,800                               | \$54,700                       | \$61,800                                        |
| Hardee        | 40%                         | \$46,800                               | \$54,700                       | \$61,800                                        |
| Hendry        | 40%                         | \$46,800                               | \$54,700                       | \$61,800                                        |
| Hernando      | 40%                         | \$68,400                               | \$80,300                       | \$90,600                                        |
| Highlands     | 40%                         | \$50,700                               | \$59,400                       | \$66,900                                        |



| <b>County</b> | <b>2024<br/>ELI<br/>AMI</b> | <b>0 &amp; 1<br/>Bedroom<br/>Units</b> | <b>2<br/>Bedroom<br/>Units</b> | <b>3 &amp;<br/>Higher<br/>Bedroom<br/>Units</b> |
|---------------|-----------------------------|----------------------------------------|--------------------------------|-------------------------------------------------|
| Hillsborough  | 40%                         | \$68,400                               | \$80,300                       | \$90,600                                        |
| Holmes        | 40%                         | \$46,800                               | \$54,700                       | \$61,800                                        |
| Indian River  | 40%                         | \$61,200                               | \$71,500                       | \$80,800                                        |
| Jackson       | 40%                         | \$46,800                               | \$54,700                       | \$61,800                                        |
| Jefferson     | 40%                         | \$63,700                               | \$74,500                       | \$84,000                                        |
| Lafayette     | 40%                         | \$46,800                               | \$54,700                       | \$61,800                                        |
| Lake          | 40%                         | \$69,200                               | \$81,000                       | \$91,500                                        |
| Lee           | 40%                         | \$67,100                               | \$78,600                       | \$88,800                                        |
| Leon          | 40%                         | \$63,700                               | \$74,500                       | \$84,000                                        |
| Levy          | 40%                         | \$46,800                               | \$54,700                       | \$61,800                                        |
| Liberty       | 40%                         | \$46,800                               | \$54,700                       | \$61,800                                        |
| Madison       | 40%                         | \$46,800                               | \$54,700                       | \$61,800                                        |
| Manatee       | 35%                         | \$90,200                               | \$105,700                      | \$119,200                                       |
| Marion        | 40%                         | \$51,800                               | \$60,700                       | \$68,500                                        |
| Martin        | 40%                         | \$65,800                               | \$77,100                       | \$87,000                                        |
| Miami-Dade    | 30%                         | \$122,200                              | \$143,200                      | \$161,300                                       |
| Monroe        | 30%                         | \$128,500                              | \$150,500                      | \$169,700                                       |
| Nassau        | 35%                         | \$87,200                               | \$102,300                      | \$115,400                                       |
| Okaloosa      | 40%                         | \$68,600                               | \$80,500                       | \$90,800                                        |
| Okeechobee    | 40%                         | \$46,800                               | \$54,700                       | \$61,800                                        |
| Orange        | 40%                         | \$69,200                               | \$81,000                       | \$91,500                                        |
| Osceola       | 40%                         | \$69,200                               | \$81,000                       | \$91,500                                        |
| Palm Beach    | 33%                         | \$103,800                              | \$121,600                      | \$137,100                                       |
| Pasco         | 40%                         | \$68,400                               | \$80,300                       | \$90,600                                        |
| Pinellas      | 40%                         | \$68,400                               | \$80,300                       | \$90,600                                        |
| Polk          | 40%                         | \$54,900                               | \$64,200                       | \$72,400                                        |
| Putnam        | 40%                         | \$46,800                               | \$54,700                       | \$61,800                                        |
| Santa Rosa    | 40%                         | \$69,800                               | \$81,800                       | \$92,200                                        |
| Sarasota      | 35%                         | \$82,200                               | \$96,500                       | \$108,800                                       |
| Seminole      | 40%                         | \$64,400                               | \$75,600                       | \$85,100                                        |
| St. Johns     | 35%                         | \$90,200                               | \$105,700                      | \$119,200                                       |
| St. Lucie     | 40%                         | \$69,200                               | \$81,000                       | \$91,500                                        |
| Sumter        | 40%                         | \$62,900                               | \$73,600                       | \$83,100                                        |
| Suwannee      | 40%                         | \$46,800                               | \$54,700                       | \$61,800                                        |
| Taylor        | 40%                         | \$46,800                               | \$54,700                       | \$61,800                                        |
| Union         | 40%                         | \$50,700                               | \$59,400                       | \$66,900                                        |
| Volusia       | 40%                         | \$59,500                               | \$69,700                       | \$78,600                                        |
| Wakulla       | 40%                         | \$64,200                               | \$75,300                       | \$84,900                                        |

| <b>County</b> | <b>2024<br/>ELI<br/>AMI</b> | <b>0 &amp; 1<br/>Bedroom<br/>Units</b> | <b>2<br/>Bedroom<br/>Units</b> | <b>3 &amp;<br/>Higher<br/>Bedroom<br/>Units</b> |
|---------------|-----------------------------|----------------------------------------|--------------------------------|-------------------------------------------------|
| Walton        | 40%                         | \$65,000                               | \$76,200                       | \$85,900                                        |
| Washington    | 40%                         | \$46,800                               | \$54,700                       | \$61,800                                        |

The portion of the SAIL loan that is attributable to the ELI Funding is a forgivable loan.

(c) Link Units for Persons with Special Needs

With the exception of Developments financed with HUD Section 811, a United States Department of Agriculture RD program ("USDA RD"), and Applicants that select the Elderly ALF Demographic Commitment, Applicants must commit to set aside 50 percent of the ELI Set-Aside units as Link Units for Persons with Special Needs.

At least one member of each Link unit's household shall be referred by a Special Needs Household Referral Agency (Referral Agency) with which the owner executes a Link Memorandum of Understanding (MOU) approved by the Corporation. The current list of designated Special Needs Household Referral Agencies for each county is published on the Corporation's Website under the Quick Links section at <https://www.floridahousing.org/programs/special-needs-housing-overview/serving-special-needs> (also accessible by clicking [here](#)). The owner must execute a Link Memorandum of Understanding (MOU) with at least one of the Special Needs Household Referral Agencies serving the Development's county. The deadline for the Corporation's approval of the fully executed Link MOU is outlined in Exhibit D.

50 percent of the ELI Set-Aside units, rounded up, must be set aside as Link units for Persons with Special Needs.

For example, Application A consists of 107 total units. 11 units, (10 percent of the total units, rounded up), must be set-aside as ELI Set-Aside units. ELI Loan Funding will be made available for these ELI Set-Aside Units, up to the lesser of the amount listed in the chart at 6.c.(2)(b) above. Six of the ELI Set-Aside units (50 percent of the ELI Set-Aside units, rounded up), must be set-aside as Link Units for Persons with Special Needs.

In another example, an Applicant submits Application B, which consists of 106 total units, and commits to the Average Income Test. 16 units, (15 percent of the total units, rounded up), must be set-aside as ELI Set-Aside units. ELI Loan Funding will be made available for 11 of the ELI Set-Aside Units, (10 percent of the total units, rounded up), up to the

lesser of the amount listed in the chart at 6.c.(2)(b) above. Eight of the ELI Set-Aside units (50 percent of the ELI Set-Aside units, rounded up), must be set-aside as Link Units for Persons with Special Needs.

Additional requirements for the Link Units for Persons with Special Needs are described in Exhibit E of the RFA.

(d) Tenant Selection Plan

Unless the Development meets an exception outlined in (i) below, a Tenant Selection Plan must be submitted to the Corporation for approval within 21 Calendar Days of the date of the invitation to enter credit underwriting. The Tenant Selection Plan must be approved by the Corporation prior to the completion of the final credit underwriting report.

(i) Exceptions to Tenant Selection Plan requirements

- Developments financed with HUD Section 811;
- Developments financed with a United States Department of Agriculture RD program; or
- Applicants that select the Elderly ALF Demographic Commitment.

All other Applications must achieve Corporation approval and, if required, HUD approval prior to the completion of the final credit underwriting report.

(ii) Achieving Corporation approval

To achieve approval by the Corporation, the Tenant Selection Plan must be submitted by the owner to the Corporation for approval within 21 Calendar Days of the date of the invitation to enter credit underwriting. Approval must be achieved prior to the completion of the final credit underwriting report.

The Tenant Selection Plan Guidelines and Tenant Selection Plan Checklist can be found on the webpage

<https://www.floridahousing.org/programs/developers-multifamily-programs/competitive> (also available by clicking [here](#)). Exhibit G of the RFA also describes requirements for tenant selection policies.

(iii) Achieving HUD approval, if required

In addition to the Corporation's approval, if HUD approval is required because a Development has a Housing Assistance

Payment and/or an Annual Contributions Contract with HUD, HUD approval of the Tenant Selection Plan must be demonstrated to the Corporation prior to the completion of the final credit underwriting report.

HUD's approval process may take several months. Owners should send the Corporation-approved Tenant Selection Plan to the local HUD field office for approval as soon as possible to meet this requirement.

(3) Total Set-Aside Breakdown Chart

Complete the applicable Total Set-Aside Breakdown Chart provided in question 6.c.(3) of Exhibit A.

- (a) Completing the Total Set-Aside Breakdown Chart if not committing to the Average Income Test

Indicate on the chart at 6.c.(3)(a) of Exhibit A the percentage of residential units, stated in whole numbers, to be set aside at each selected AMI level for both the Housing Credit and SAIL charts. If the Total Set-Aside Breakdown Chart reflects that either the Total Set-Aside Percentage or the ELI commitment does not meet the Set-Aside requirements, this Application will not be eligible for funding.

Note: Although there are three Total Set-Aside Breakdown Charts which allows Applicants to have different commitments for the different programs, the most restrictive commitment will be enforced.

Methodology Used by the Corporation to Convert the Percentage of Total Units to 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 Set-Aside Units at the lowest AMI level commitment.

- (ii) Then, calculate the number of Set-Aside Units for the second lowest AMI level.

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.

The number of units calculated in (i) above will be subtracted from the result to calculate the number of Set-Aside Units at the second lowest AMI level commitment.

- (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.

- (b) Completing the Total Set-Aside Breakdown Chart if committing to the Average Income Test

If committing to the Average Income Test, Applicants must indicate on the chart at 6.c.(3)(b) of Exhibit A the number of Set-Aside Units, stated in whole numbers, to be set aside at each selected AMI level. The Average Income Test does not apply to the separate tax-exempt bond set aside requirements under Section 142 of the IRC.

The Corporation will verify that the number of units set aside at the ELI level meets the ELI minimum requirements by dividing the number of units that are set-aside at 30 percent AMI, or less, by the total number of units. The Corporation will also verify the overall Set-Aside Commitment of all units by adding all Set-Aside Units and then dividing this sum by the total number of units. Exhibit A provides a calculation of the Average AMI of the Qualifying Housing Credit Units using the methodology below.

Note: After entering the number of units into Exhibit A, the percentage of total units is calculated, which may reflect numbers represented with decimal places instead of whole numbers. This is acceptable for the Average Income Test calculation.

If the Total Set-Aside Breakdown Chart reflects that the Average AMI of the Qualifying Housing Credit Units exceeds 60 percent, and/or if the number of Set-Aside Units set aside at 30 percent AMI, or less, is not equal to or greater than the required ELI commitment, and/or the overall Set-Aside Commitment requirement is not met, this Application will not be eligible for funding.

Calculation of the Average AMI of the Qualifying Housing Credit Units for the Average Income Test

- (i) First, state the total number of Set-Aside Units at each AMI commitment.
- (ii) Then, at each AMI commitment, multiply the number of Set-Aside Units by the AMI percentage (e.g., a commitment of 13 Set-Aside Units at 30 percent AMI would be calculated as follows:  $13 \times 0.30 = 3.9$ ).
- (iii) Repeat this calculation at each AMI level. Then add the results together.
- (iv) Divide the number calculated in (iii) by the total number of Set-Aside Units stated in (i).
- (v) This number must be equal to or less than 60 percent to meet the eligibility requirement. If the Average AMI of the Qualifying Housing Credit Units exceeds 60 percent, this Application will not be eligible for funding.

Where reasonably possible, keep the unit mix consistent across each committed AMI level.

The above ELI and all other set-aside commitments must be taken into account during any pre-leasing and leasing activities.

d. Unit Mix

(1) Completing the Unit Mix Chart

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) and the total number of units per bedroom type. All units in the proposed Development must be listed, including all manager/employee units and all market rate units, if applicable. All units in the proposed Development must be listed, including all manager/employee units and all market rate units, if applicable. Units may have no more than four bedrooms.

Note: The number of ELI Set-Aside Units are proportionately distributed across the Unit Mix within Exhibit A and the maximum ELI funding amount per eligible ELI Set-Aside unit the proposed Development is eligible to receive is calculated automatically within Exhibit A based on the information listed by the Applicant on the Unit Mix chart.

(2) Unit Mix requirements

- (a) If the Elderly Non-ALF Demographic Commitment is selected, at least 40 percent of the total units must be comprised of one bedroom or Zero Bedroom Units, and no more than 20 percent of the total units can be larger than two-bedroom units.

- (b) If the Elderly ALF Demographic Commitment is selected, at least 90 percent of the total units must be comprised of units no larger than one bedroom and the sharing of a unit by two or more unaffiliated residents cannot be a condition of occupancy.

e. Number of Buildings

State the anticipated number of residential buildings.

Note: All Buildings must consist of at least five units per building. This will be confirmed in credit underwriting.

The number of residential buildings stated in the Application may be changed only by written request of an Applicant to Corporation staff after the Applicant has been invited to enter credit underwriting.

f. Compliance Period

All Applicants are required to set aside the units for 50 years. Applicants that wish to qualify for an exemption from ad valorem tax pursuant to subsection 196.1978(4), F.S. may also choose to commit to an additional minimum 49-year extended affordability period, for a total affordability period of 99 years (“Perpetuity”), which will only be applied to the SAIL and Bond LURAs as applicable.

Applicants knowingly, voluntarily and irrevocably commit to waive, and do hereby waive, for the duration of the 50-year set aside period, the option to convert the Development to market rate, including any option or right to submit a request for a qualified contract, after year 14, and any other option, right or process available to the Applicant to terminate (or that would result in the termination of) the 50-year set aside period at any time prior to the expiration of its full term.

Demographic Commitments: The Compliance Period committed to in this section includes the units set aside for the Demographic Commitments made in this RFA, which includes the commitments for Link Units and ELI Households.

Income Set-Aside Commitments: If the Applicant did not commit to the Average Income Test, after 15 years all of the ELI Set-Aside Units may convert to serve residents at or below 60 percent AMI. After year 15 the ELI Set-Aside units may convert to 60 percent AMI; however, the Persons with Special Needs set-aside commitment must be maintained throughout the entire Compliance Period.

Although the percentage of units committed to must remain in effect for the entire Compliance Period, the particular units designated for the Demographic Commitment and AMI commitment must not be limited to the same units throughout the Compliance Period. Doing so may cause the Development to be in noncompliance.

**7. Readiness to Proceed**

a. Site Control

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

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

(1) Eligible Contract

An eligible contract must meet all of the following conditions:

- (a) It must have a term that does not expire before March 31, 2025 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 March 31, 2025;
- (b) It must specifically state that the buyer's remedy for default on the part of the seller includes or is specific performance;
- (c) The Applicant must be the buyer unless there is an assignment of the eligible contract, signed by the assignor and the assignee, which assigns all of the buyer's rights, title and interests in the eligible contract to the Applicant; and
- (d) The owner of the subject property must be the seller, or is a party to one or more intermediate contracts, agreements, assignments, options, or conveyances between or among the owner, the Applicant, or other parties, that have the effect of assigning the owner's right to sell the property to the seller. Any intermediate contract must meet the criteria for an eligible contract in (a) and (b) above.

(2) Proof of Ownership through a recorded document such as a Deed or Certificate of Title

The documentation must be recorded in the county in which the property is located and show the Applicant as the sole Grantee.

(3) Lease

- (a) If providing a lease, the lease must have an unexpired term of at least 50 years after the Application Deadline and the lessee must be the Applicant. The owner of the subject property must be a party to the lease, or a party to one or more intermediate leases, subleases,



agreements, or assignments, between or among the owner, the Applicant, or other parties, that have the effect of assigning the owner's right to lease the property for at least 50 years to the lessee.

- (b) If there is an existing Declaration of Trust recorded on the subject property, the Applicant may provide an Option to Enter into a Ground Lease Agreement ("eligible agreement") between the Applicant and the owner of the property. An eligible agreement must meet the following conditions:
- (i) It must have a term that does not expire before March 31, 2025 or that contains extension options exercisable by the Applicant and conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date that is not earlier than March 31, 2025;
  - (ii) The Applicant must be a party to the eligible agreement unless there is an assignment of the eligible agreement, signed by the assignor and the assignee, which assigns all of the lessor's rights, title and interests in the eligible agreement to the Applicant; and
  - (iii) The owner of the subject property must be a party to the eligible agreement, or is a party to one or more intermediate contracts, agreements, assignments, options, or conveyances between or among the owner, the Applicant, or other parties, that have the effect of assigning the owner's right to lease the property to the lessor. Any intermediate agreement must meet the criteria for an eligible agreement in (a) and (b) above.

b. Ability to Proceed

All successful Applications will be required to 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 are provided on the RFA Webpage. 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) are the correct versions posted to the RFA Webpage and as outlined in Exhibit C, (ii) the forms are dated within 12 months of the Application Deadline, (iii) none of the information entered on the form and certified to by the signatory has changed in any way, and (iv) the requirements outlined in this RFA are met. 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) Appropriate Zoning

**As of the Application Deadline\***, the entire proposed Development site, including all Scattered Sites, must be appropriately zoned and consistent with local land use regulations regarding density and intended use or that the proposed Development site is legally non-conforming.

- (2) Availability of Infrastructure (water, sewer, electricity and roads).

**As of the Application Deadline\***, water, sewer, electricity and roads must be available to the entire proposed Development site, including all Scattered Sites.

- (3) Environmental Site Assessment

**As of the Application Deadline\***, a Phase I Environmental Site Assessment (ESA), and if required or recommended, a Phase II ESA, must have been performed for the entire proposed Development site, including all Scattered Sites.

**\* Successful Applicants will be required to demonstrate that all of these requirements were met by providing documentation outlined in Exhibit D of this RFA within 21 Calendar Days of the invitation to enter into credit underwriting. To demonstrate that these were in place as of the Application Deadline, the documents must be dated on or before the Application Deadline. The Corporation may rescind the award of any Applications that fail to meet this requirement.**

## 8. Construction Features

All units are expected to 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.

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, incorporating the most recent amendments, regulations and rules:

- Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, F.S.;
- 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.

The above documents are available on the RFA Webpage.

\*All Developments must comply with Section 504 of the Rehabilitation Act of 1973, as implemented by 24 CFR Part 8 (“Section 504 and its related regulations”). All Developments must meet accessibility standards of Section 504. Section 504 accessibility standards require a minimum of 5 percent of the total dwelling units, but not fewer than one unit, to be accessible for individuals with mobility impairments. An additional 2 percent of the total units, but not fewer than one unit, must be accessible for persons with hearing or vision impairments. All of the accessible units must be equally distributed among different unit sizes and Development types and must be dispersed on all accessible routes throughout the Development.

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 Corporation funding program to the same extent as if the Development were subject to Section 504 and its related regulations in all respects. To that end, all Corporation funding shall be deemed “Federal financial assistance” within the meaning of that term as used in Section 504 and its related regulations for all Developments.

b. General Features

(1) The following General Features must be provided for all proposed Developments:

- Broadband infrastructure which includes cables, fiber optics, wiring, or other infrastructure, as long as the installation results in at least 100 Mbps download and 20 Mbps upload accessibility in each unit;
- Termite prevention;
- Pest control;
- Window covering for each window and glass door inside each unit;
- Wireless, 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 open 7 days a week 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 Energy Star certified washer and one Energy Star certified or commercial grade 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;
  - At least one washing machine and one dryer shall be front loading that meets the accessibility standards of Section 504;
  - 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; and
- Developments must have a minimum of one elevator per residential building provided for all units that are located on a floor higher than the first floor.

- (2) All units are expected to have a full-size range and oven unless found to be not physically feasible within the scope of the rehabilitation work utilizing a capital needs assessment as further explained in Exhibit F of this RFA.

c. Required Accessibility Features, regardless of the age of the Development

Federal and state law and building code regulations requires that programs, activities, and facilities be readily accessible to and usable by persons with disabilities. The Corporation requires that the design, construction, or alteration of its financed Developments be in compliance with federal and state accessibility requirements. When more than one law and accessibility standard applies, the Applicant shall comply with the standard (2010 ADA Standards, Section 504, Fair Housing Act, or Florida Building Code, Accessibility) whichever affords the greater level of accessibility for the residents and visitors. Areas required to be made accessible to mobility-impaired residents and their visitors, including those in wheelchairs, shall include, but not be limited to, accessible routes and entrances, (including all dwelling units that can be accessed by elevators), paths of travel, primary function areas, parking, trash bins, mail and package receiving areas for residents, pool and other amenities, including paths of travel to amenities and laundry rooms, including washers and dryers.

(1) Required Accessibility Features in all Units

- Primary entrance doors on an accessible route shall have a threshold with no more than a ½-inch rise;
- All door handles on primary entrance door and interior doors must have lever handles;
- Lever handles on all bathroom faucets and kitchen sink faucets;
- Mid-point on light switches and thermostats shall not be more than 48 inches above finished floor level; and
- Cabinet drawer handles and cabinet door handles in bathroom and kitchen shall be lever or D-pull type that operate easily using a single closed fist.

(2) Required Accessibility Features

- 20 percent of the new construction units must have roll-in showers.
- Horizontal grab bars in place around each tub and/or shower, or a Corporation-approved alternative approach for grab bar installation. The installation of the grab bars must meet or exceed the 2010 ADA Standards for Accessible Design, Section 609. In addition, the following standards for grab bars are required:
  - If a bathtub/shower combination with a permanent seat is provided, grab bars shall be installed to meet or exceed the 2010 ADA Standards for Accessible Design, Section 607.4.1.

- If a bathtub/shower combination without a permanent seat is provided, grab bars shall be installed to meet or exceed the 2010 ADA Standards for Accessible Design, Section 607.4.2.
  - If a roll-in shower is provided, grab bars shall be installed to meet or exceed the 2010 ADA Standards for Accessible Design, Section 608.3.2;
  - Reinforced walls for future installation of horizontal grab bars in place around each toilet, or a Corporation-approved alternative approach for grab bar installation. The installation of the grab bars must meet or exceed the 2010 ADA Standards for Accessible Design;
  - All bathrooms in all new construction units must have vanity cabinets with at least one roll-out shelf or drawer in bottom of cabinet;
  - Adjustable shelving in master bedroom closets (must be adjustable by resident); and
  - In one of the kitchen's base cabinets, there shall be a large bottom drawer that opens beyond full extension, also referred to as an "over-travel feature." Drawers with the over-travel feature allow drawers to extend completely past the cabinet front so all the contents can be accessed. The drawer shall be deep and wide enough to store pots and pans and the drawer slides shall have a weight load rating of a minimum of 100 pounds. The drawers shall be mounted on a pair of metal side rails that are ball-bearing.
- d. Emergency Operations for all Developments

The following Emergency Operations Features must be provided in all Developments funded in all general occupancy RFAs:

- There must be a community building/dedicated space within the Development; and
  - There must be a minimum of one permanent, standby generator in good working order, to operate at least one elevator per residential building serving residents that are located on a floor higher than the first floor in addition to the lights, HVAC and other electrical appliances in the community room/dedicated space, throughout the duration of a power outage. The generators must be maintained in good working order and the Applicant must maintain an executed written contract with a vendor certified to service and test the installed generator and system; the generator and system shall be serviced and tested at least annually.
- e. Required Green Building Features in all Developments
- (1) All common areas 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,
  - Urinals: 0.5 gallons/flush,
  - Lavatory Faucets: 1.5 gallons/minute or less at 60 psi flow rate,
  - Showerheads: 2.0 gallons/minute or less at 80 psi flow rate;
- 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 = 0.95 EF or 0.92 UEF; or
    - More than 55 gallons = Energy Star certified; or
    - Tankless = 0.97 EF and Max GPM of  $\geq 2.5$  over a 77° rise or 0.87 UEF and GPM of  $\geq 2.9$  over a 67° rise;
  - 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 and living rooms;
- Air Conditioning (in-unit or commercial):
  - Air-Source Heat Pumps – Energy Star certified:
    - $\geq 7.8$  HSPF2/  $\geq 15.2$  SEER2/  $\geq 11.7$  EER2 for split systems
    - $\geq 7.2$  HSPF2  $\geq 15.2$  SEER2/  $\geq 10.6$  EER2 for single package equipment including gas/electric package units
  - Central Air Conditioners – Energy Star certified:
    - $\geq 15.2$  SEER2/  $\geq 12.0$  EER2 for split systems
    - $\geq 15.2$  SEER2/  $\geq 11.5$  EER2\* for single package equipment including gas/electric package units.

NOTE: Window air conditioners and portable air conditioners are not allowed. Package Terminal Air Conditioners (PTACs) / Package Terminal Heat Pumps (PTHPs) are allowed in studio and one-bedroom units.

- (2) In addition to the required Green Building features outlined in (1) above, 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 to select at least 10 points worth of the features will result in the Application failing to meet this requirement.

f. 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;
  - (c) Immediate 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) Critical repair items identified in the CNA report that require immediate remediation to prevent additional substantial deterioration to a particular system, address an immediate need observed by the CNA consultant, or extend the life of a system critical to the operation of the property;
  - (e) Green building items outlined in 8.e. 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
  - (f) Items 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. Resident Programs

The availability of the Resident Programs must be publicized on an ongoing basis such as through community newsletters, bulletin board posts, or flyers.

- a. Required Resident Program for all Applicants that select the Elderly Demographic of ALF or Non-ALF

### 24 Hour Support to Assist Residents In Handling Urgent Issues

An important aging in place best practice is providing the residents access to property management support 24 hours per day, 7 days a week to assist them to appropriately and efficiently handle urgent issues or incidents that may arise. These issues may

include, but are not limited to, an apartment maintenance emergency, security or safety concern, or a health risk incident in their apartment or on the property. The management's assistance will include a 24/7 approach to receiving residents' requests for assistance that will include a formal written process for relevant property management staff to effectively assess and provide assistance for each request.

This assistance may include staff:

- visiting or coordinating a visit to a resident's apartment to address an urgent maintenance issue;
- responding to a resident being locked out of their apartment;
- contacting on-site security or the police to address a concern;
- providing contact information to the resident and directing or making calls on a resident's behalf to appropriate community-based emergency services or related resources to address an urgent health risk incident;
- calling the resident's informal emergency contact; or
- addressing a resident's urgent concern about another resident.

Property management staff shall be on site at least 8 hours daily, but the 24-hour support approach may include contracted services or technology to assist the management in meeting this commitment, if these methods adequately address the intent of this service. The Development's owner and/or designated property management entity shall develop and implement policies and procedures for staff to immediately receive and handle a resident's call and assess the call based on a resident's request and/or need.

At a minimum, residents shall be informed by the property management, at move-in and via a written notice(s)/instructions provided to each resident and displayed in the Development's common or public areas, that staff are available to receive resident calls at all times. These notices shall also provide contact information and direction to first contact the community-based emergency services if they have health or safety risk concerns.

- b. Applicants who select the Elderly ALF Demographic Commitment must also provide the following resident programs:

- (1) Medication Administration

The Applicant or its Management Company shall provide, pursuant to ALF licensure requirements, staff to administer medications in accordance with a health care provider's order or prescription label.

- (2) Services for Persons with Alzheimer's Disease and Other Related Disorders

The Applicant or its Management Company shall advertise and provide supervision and services to persons with Alzheimer's disease and other related disorders that are specific to each affected resident and pursuant to ALF licensure requirements.



- c. Applicants who select the Elderly (ALF or Non-ALF) Demographic, must provide at least three of the resident programs outlined below:

(1) Financial Management for Elderly Residents

Applicant or its Management Company must provide, at no cost to the resident, a series of classes to provide residents training in various aspects of personal financial management on issues appropriate to elderly households. Classes must be held at least quarterly, consisting of at least two hours of training per quarter, and must be conducted by parties that are qualified to provide training regarding the respective topic area. The topics should include, but not be limited to:

- Tax issues for elders and retirees
- Budgeting tips for fixed income households
- Avoiding scams that target elders
- Strategies to maximize Social Security benefits
- Preparing a will and estate planning

(2) Computer Training

The Applicant or its Management Company shall make available computer and internet training classes (basic and/or advanced level depending on the needs and requests of the residents). The training classes must be provided at least once a week, at no cost to the resident, in a dedicated space on site. Training must be held between the hours of 8:00 a.m. and 7:00 p.m., and electronic media, if used, must be used in conjunction with live instruction. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.

(3) Daily Activities

The Applicant or its Management Company must provide on-site supervised, structured activities, at no cost to the resident, at least five days per week which must be offered between the hours of 8:00 a.m. and 7:00 p.m. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.

(4) Assistance with Light Housekeeping, Grocery Shopping and/or Laundry

The Applicant or its Management Company must provide residents with a list of qualified service providers for (a) light housekeeping, and/or (b) grocery shopping, and/or (c) laundry and will coordinate, at no cost to the resident, the scheduling of services. The Developer or Management Company shall verify that the services referral information is accurate and up-to-date at least once every six months.

(5) Resident Assurance Check-In Program

Provide and use an established system for checking in with each resident on a pre-determined basis not less than once per day, at no cost to the resident. Residents may opt out of this program with a written certification that they choose not to participate.

## 10. Funding

### a. Corporation Funding

#### (1) Total SAIL Request Amount

Total SAIL Request Amount is the Base Loan Amount plus ELI Amount as described below. The SAIL Base loan shall be non-amortizing and shall have an interest rate of 1 percent per annum. The terms and conditions of the SAIL loan are further outlined in Rule Chapter 67-48, F.A.C. The portion of the SAIL loan that is attributable to the ELI Funding shall be non-amortizing at 0 percent simple interest per annum, with the principal forgivable at maturity.

(a) Eligible SAIL Base Loan Request Amount maximum is \$84,000 per unit.

(b) ELI Request Amount

State the ELI Funding amount requested. The ELI amount cannot exceed the lesser of (i) \$1,000,000; or (ii) the maximum amount based on the ELI Set-Aside per unit limits, as outlined in Section Four, A.6. above, for 10 percent of the total units. If the amount is not a whole dollar amount, the Corporation will round the amount down to a whole dollar amount.

If the ELI amount that is greater than the amount for which the Applicant is eligible, the Corporation will reduce the amount to the maximum eligible amount, as outlined immediately below, within the priority sequence provided in (c) below.

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 number of ELI Set-Aside Units are proportionately distributed across the Unit Mix within Exhibit A and the maximum ELI funding amount per eligible ELI Set-Aside unit the proposed Development is eligible to receive is calculated automatically within Exhibit A based on the information listed by the Applicant on the Unit Mix chart.

The total SAIL Request Amount (Base Loan plus ELI Request) is limited to the lesser of the following:

- \$3,675,000 per Development; and
- A maximum of 35 percent of Total Development Cost.

In the event of a discrepancy between the amount shown in this section and that shown elsewhere within the Application, the amount shown in this section shall be deemed to be the Applicant's SAIL Request Amount.

(c) Additional Information regarding the Applicant's Total SAIL Request Amount

(i) Maximum Total SAIL Request as a Percentage of Eligible Total Development Cost

During scoring, some costs stated on the Development Cost Pro Forma may be reduced if the stated amount exceeds the allowed amount. This would also cause a reduction to the Total Development Cost stated on the Development Cost Pro Forma.

The resulting Total Development Cost, as adjusted if applicable, will be deemed to be the Applicant's Eligible Total Development Cost.

The combined total of (a) the Applicant's Eligible SAIL Request Amount and (b) the Applicant's Eligible ELI Loan Request Amount cannot exceed 35 percent of the Eligible Total Development Cost.

Any necessary adjustments needed to bring the total of these loans within the applicable percent maximum will be made during the scoring process, as well as during the credit underwriting process. Adjustments will be made first to reduce the SAIL Request Amount, if necessary, to meet both the per unit and per Development limitations provided in (a) above, secondly to reduce the ELI amount, if necessary, to fall within the maximum qualifying amount as provided in (b) above, and then lastly to reduce the SAIL Request Amount, as adjusted if applicable, to meet the applicable percent of Total Development Cost limitation test. The resulting SAIL Request Amount, as adjusted if applicable, will be deemed to be the Applicant's Eligible SAIL Request Amount. The resulting ELI Request Amount, as adjusted if applicable, will be deemed to be the Applicant's Eligible ELI Request Amount.

(ii) Additional adjustments, if applicable

If the Applicant states a SAIL Request Amount and/or ELI Request 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.

(2) 4% Housing Credits

- (a) The Applicant, if requesting 4% Housing Credits, must state the anticipated amount of Housing Credits it is requesting (“Applicant’s Housing Credit Request Amount”).

The 4% Housing Credit Request Amount is not subject to a request limit; however, if the Applicant states an amount that is not a whole dollar amount, the Corporation will round the amount down to a whole dollar amount.

- (b) Declaration as First Phase of a Multiphase Development

To declare this proposed Development as the first phase of a multiphase Development, the question in Exhibit A must be answered “Yes” and at least one building must be located within the HUD-designated DDA or HUD-designated QCT stated in Exhibit A.

During the credit underwriting process, an opinion letter must be submitted to the Corporation by a licensed attorney that the Development meets the definition of a “multiphase project” as defined in the Federal Register related to the Statutorily Mandated Designation of Difficult Development Areas and Qualified Census Tracts for the applicable year. 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 (v) 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 on the webpage <https://www.huduser.gov/portal/datasets/qct.html> (also available by clicking [here](#)) governs the eligibility for a basis boost for the Development proposed in this RFA.

The increase in eligible basis related to 4% Housing Credits is initially tied to the submission of a complete application to the bond-issuing agency.

If the Applicant is applying for Corporation-issued MMRB in this application, the HUD criteria used to determine eligibility will be the current calendar year criteria. If the Applicant is utilizing Non-Corporation-issued Tax-Exempt Bonds, the Corporation will need to utilize the qualifying criteria tied to when the complete application was submitted to the agency issuing the County HFA-issued Tax Exempt Bonds. If applicable, provide a response to the question asking for the calendar year of the County HFA-issued Tax Exempt Bond application (current year or prior year).

If the Applicant is requesting 4% Housing Credits that will be used with County HFA-issued Tax-Exempt Bonds and the Applicant indicates that the proposed Development is eligible for the basis boost, during the credit underwriting process the Applicant will be required to provide a letter certifying the date the bond application was deemed complete, as outlined in Exhibit D.

(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 located within a HUD-designated DDA or HUD-designated QCT and 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, 2017, 2018, 2019, 2020, 2021, 2022, 2023 or 2024; 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 subsequent phase to be eligible for the basis boost, after the initial award met the DDA or QCT basis boost criteria, (A) the Applicant must have submitted an Application for Housing Credits in immediately consecutive years, per the HUD requirements, (B) the subsequent phase must have at least one 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 and (C) subsequently completes satisfactorily the requirement of paragraph 3.n. in Exhibit D.

If the proposed Development qualifies as a subsequent phase of a multiphase Development, 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 and the Housing Credit request was based on such contention, it will no longer be considered a subsequent phase of a multiphase Development.

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

A proposed Development will be eligible for the basis boost if 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 on the webpage

<https://www.huduser.gov/portal/datasets/qct.html> (also available by clicking [here](#)). 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) (also available by clicking [here](#)).

To qualify, 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

The proposed Development will be eligible for the basis boost 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 HUD-designated non-metropolitan DDAs are available on the webpage

<https://www.huduser.gov/portal/datasets/qct.html> (also available by clicking [here](#)).

(iv) HUD-designated QCT

The proposed Development will be eligible for the basis boost 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 on the webpage <https://www.huduser.gov/portal/datasets/qct.html> (also available by clicking [here](#)).

To qualify, indicate the HUD-designated QCT census tract number.

(d) Housing Credit Equity Proposal

A Housing Credit equity proposal must be provided as **Attachment 7**. 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 meet the requirements set out below:

- (i) If the Eligible Housing Credit Request Amount is less than the anticipated amount of credit allocation stated in the equity proposal, the equity proposal will be considered a source of financing and, the maximum amount of Housing Credit 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 Housing Credit 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 Housing Credit Request Amount. If the Eligible Housing Credit Request Amount is greater than the anticipated amount of credit allocation stated in the equity proposal, the equity proposal will be considered a source of financing and the maximum amount of Housing Credit equity to be permitted 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 the equity provider;
  - 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 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 above or 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 7** to the Application:
- The proposed amount of equity to be paid prior to construction completion;
  - The anticipated 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 documentation required to be submitted during credit underwriting demonstrating that the 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).

(3) Tax Exempt Bonds

(a) Corporation-Issued MMRB

State the amount of Corporation-Issued MMRB being requested. The MMRB Request amount must be in increments of \$5,000. The



Corporation will make any necessary adjustment by rounding up to the nearest \$5,000 during credit underwriting.

There is no requirement to include any documentation regarding the MMRB in the Application. The necessary documentation that will be required after the Applicant is invited to enter credit underwriting is outlined in Exhibit D.

- (b) County HFA-issued Tax-Exempt Bonds
  - (i) Provide, as **Attachment 8** to Exhibit A, a letter, executed by the chair or vice chair of the governing body, mayor, or deputy mayor, city manager or assistant city manager, county manager/administrator/coordinator or assistant county manager/administrator/coordinator, executive director or assistant executive director, or by an individual occupying a position reasonably equivalent to any of the foregoing, as applicable, of the entity issuing the Tax-Exempt Bonds, that (a) confirms that the Applicant has submitted an application for Tax-Exempt Bonds for the Development proposed in this RFA, (b) states the amount of the Applicant's Bond request, and (c) confirms that the closing on the Bonds has not occurred and will not occur prior to the Application Deadline for this RFA; and
  - (ii) The Applicant must include the anticipated amount of such Bond financing on the Construction/Rehab Analysis and the Permanent Analysis.

There is no requirement to include any other documentation regarding the County HFA-issued Tax-Exempt Bonds in the Application beyond what is required at **Attachment 8**. The necessary documentation will be required after the Applicant is invited to enter credit underwriting, as outlined in Exhibit D to the RFA.

Applicants are not eligible to apply for any funding offered in this RFA if the Applicant has already closed on the Tax-Exempt Bond financing prior to the Application Deadline for this RFA. In addition, proposed Developments are not eligible to receive any funding awarded through this RFA if the Applicant closes on the Tax-Exempt Bond financing prior to the issuance of the preliminary commitment. As part of the Applicant's acceptance of the invitation to enter credit underwriting (i.e., the preliminary commitment), the Applicant will be required to confirm that the Bonds have not closed. If the Bonds are closed between the Application Deadline and issuance of the SAIL preliminary commitment, the Applicant's award will be rescinded.

## (4) Other Corporation Funding

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. Non-Corporation Funding

(1) If the proposed Development will be assisted with funding under the United States Department of Agriculture RD 515 Program and/or RD 538 Program, the following information must be provided:

(a) Indicate the applicable RD Program(s) in Exhibit A.

(b) For a proposed Development that is assisted with funding from RD 515, include the following:

(i) Include the funding amount at the USDA RD 515 Financing line item on the Development Cost Pro Forma (Construction/Rehab Analysis and/or Permanent Analysis), and

(ii) Provide a letter from RD, dated within six months of the Application Deadline, as **Attachment 9** to Exhibit A. The RD letter must include the following information:

- Name of existing development;
- Name of proposed Development;
- Current RD Loan balance;
- Acknowledgment that property is applying for Housing Credits; and
- Acknowledgment that property will remain in the USDA/RD 515 loan portfolio.

(c) If the proposed Development will be assisted with funding under the RD 538 Program, include the following:

(i) Include the funding amount at the USDA RD 538 Financing line item on the Development Cost Pro Forma (Construction/Rehab Analysis and/or Permanent Analysis); and

(ii) Provide the letter sent to the Applicant by an RD 538 approved lender certifying that the lender is prepared to make a loan consistent with the program requirements through the Section 538 Guaranteed Rural Rental Housing (“538”) Loan Program as **Attachment 9** to Exhibit A. The U.S. Department of Agriculture, Rural Development (RD), list of Section 538 Guaranteed Rural Rental Housing approved lenders is available on the RFA Webpage.

As outlined in Exhibit D, the Section 538 Selection letter from RD must be provided during credit underwriting.

(2) 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, 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 provided as **Attachment 10** to Exhibit A.

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.

(a) 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.

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 lender.

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 07-2022) and/or the Local Government Verification of Contribution – Loan Form (Form 07-2022), the form must be dated within 12 months of the Application Deadline, and such grant and/or loan is effective at least through June 30, 2025. 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. Either the "Loan" or the "Grant"

verification forms can be used. The grant and loan forms (Form 07-2022) are available on the RFA Webpage. 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.

- (b) Financing that has closed:
- (i) For any financing other than Tax-Exempt Bond financing\*, 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.

\*As stated in Section One and Section Four A.10.a. of the RFA, proposed Developments are not eligible to apply for any funding offered in this RFA if the Applicant has already closed on the Tax-Exempt Bond financing prior to the Application Deadline for this RFA. In addition, proposed Developments are not eligible to receive any funding awarded through this RFA if the Applicant closes on the Tax-Exempt Bond financing prior to the issuance of the preliminary commitment for the SAIL funding. As part of the Applicant's acceptance of the invitation to enter credit underwriting (i.e., the preliminary commitment), the Applicant will be required to confirm that the Bonds have not closed. If the Bonds are closed between the Application Deadline and issuance of the preliminary commitment, the Applicant's award will be rescinded.

- (ii) Except for HUD and RD funding, if the financing involves an assumption of debt not currently in the Applicant's name, as evidence that the lender approves of the proposal of assumption, provide a letter from the lender, dated within six months of the Application Deadline, that includes the following information:
- Specifically references the Applicant as the assuming party;
  - If a permanent loan, states the amount to be assumed; and
  - If a construction loan, states the maximum amount of funding capacity.

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

- Name of existing development;
- Name of proposed Development;
- Loan balance;

- Acknowledgment that property is applying for Housing Credits; and
- Applicable HUD program.

If the debt being assumed is provided by RD, the Applicant is only required to provide the information described in Item 10.b.(1)(b) above.

- (c) 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 (or lessor) of the Development's property is providing a seller's or lessor's note (purchase money mortgage or equivalent) to help finance the Applicant's acquisition of the property, evidence of its ability to fund the amount of the note is not needed so long as the Application includes a letter from the seller or lessor that meets the financing proposal criteria outlined in (2)(a) above and the amount of the note is equal to or less than the purchase price of the property.

- (d) 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.
- (e) The loan amount may be conditioned upon an appraisal or debt service coverage ratio or any other typical due diligence required during credit underwriting.
- (f) Financing proposals may be conditioned upon the Applicant receiving the funding from the Corporation for which it is applying.

- (g) If a financing proposal has a provision for holding back funds until certain conditions are met, the amount of the hold-back will not be counted as a source of construction financing unless it can be determined that the conditions for the release of the hold-back can be met prior to or simultaneous with the closing of the Development's permanent financing.
- (h) Grant funds are contributions to the Development, other than equity, which carry no repayment provision or interest rate. A commitment for grant funds will be considered a commitment 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 costs, 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. If a funding source is not considered, if the Applicant's funding Request Amount is adjusted downward, and/or if the anticipated costs or uses are adjusted upward, this may result in a funding shortfall. If the Application has a funding shortfall 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. If it is demonstrated that an Applicant failed to disclose anticipated costs, the Applicant will be deemed ineligible if those undisclosed costs cause a funding shortfall.

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."

Within the General Development Costs section of the Development Cost Pro Forma, there are line items for Professional Fees, Insurance(s), Local Government Fees & Taxes, FHFC Costs& Fees, and Tenant Relocation Costs. The following are examples of these costs:

- Professional Fees may include Accounting Fees, Appraisal, Architect's Fees, Capital Needs Assessment, Engineering Fees, Environmental Report, Green Building Certification/HERS Inspection Costs, Inspection Fees, Legal Fees, Market Study, Marketing/Advertising, Soil Test Report, Survey and Title Insurance & Recording Fees.
- Insurance(s) may include Builder's Risk Insurance.

- Local Government Fees & Taxes may include Building Permit, Impact Fees, Property Taxes and Utility Connection Fee.
- FHFC Costs & Fees may include the Corporation's fees such as Administrative Fee, Application Fee, Compliance Fee and PRL/Credit Underwriting 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, contingency reserve or operating deficit reserve that exceeds the stated Application limits, the Corporation will adjust the fee to the maximum allowable.

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 (a) and (b) below shall not exceed the respective amounts described below:

(a) For Applicants requesting SAIL only

- (i) Developer Fee on Acquisition Costs, is limited to 16 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
- (ii) Developer Fee on Non-Acquisition Costs, is limited to 16 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.

(b) For Applicants requesting Tax-Exempt Bond Financing and Non-Competitive Housing Credits

- (i) Developer Fee on Acquisition Costs, is limited to 18 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
- (ii) Developer Fee on Non-Acquisition Costs, is limited to 18 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 (a) above, AND if the amount of Developer Fee on Non-Acquisition Costs is less than the amount allowed in (b) 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 (b) above, AND if the amount of Developer Fee on Acquisition Costs is less than the amount allowed in (a) 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 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.

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

(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 15 percent of hard costs and 5 percent of soft costs as further described in Rule Chapters 67-21, F.A.C. and 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 can be included as part of Development Costs, but cannot be used in determining the maximum Developer Fee. Applicants may enter an operating deficit reserve amount that does not exceed \$3,500 per unit 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. If any reserve other than the permitted contingency reserve(s) or the maximum operating deficit reserve is identified and included in the Development Cost Pro Forma, the Corporation will reduce it to the maximum allowed 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) 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. Public Housing Authority and/or an instrumentality of a Public Housing Authority

Applicants may qualify for a TDC Multiplier used in the Total Development Cost Per Unit Base Limitation calculation described in Item 1 of Exhibit C of the RFA, and the PHA Multiplier used in the Leveraging Calculation described in Item 3 of Exhibit C if at least one of the following is met:

- (1) The Applicant has either entered into a land lease with a Public Housing Authority on property where the proposed Development is to be located or the Applicant provided an Option to Enter into a Ground Lease Agreement on property where the proposed Development is to be located; AND the property has an existing Declaration of Trust between the Public Housing Authority and HUD; or
- (2) The Applicant is associated with a Public Housing Authority and/or an instrumentality of a Public Housing Authority in the ownership structure. The Applicant should state whether any Principals of the Applicant entity are a Public Housing Authority and/or an instrumentality of a Public Housing Authority and the Public Housing Authority and/or instrumentality of a Public Housing Authority must be reflected on the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 05-2019).

Note: For purposes of the Multiplier, the Public Housing Authority and/or instrumentality of a Public Housing Authority must not be disclosed as only the Investor Limited Partner of the Applicant or Investor Member of the Applicant.

If a Public Housing Authority has one of the above-described relationships with the Applicant, state the name of the Public Housing Authority.

## B. Additional Information

### 1. Verifying Application Fee Payment

To ensure that the Application Fee is processed for the correct online Application, the following is ***strongly recommended***: (i) provide the Application Fee at least two business days prior to the Application Deadline; and (ii) whether paying by check, money order, ACH or wire transfer, include the Development Name, RFA number with the payment.

Additionally, include the following at question B.1. of Exhibit A:

- If submitting a check or money order, provide the check or money order number.
- If submitting an ACH, provide the trace number.
- If submitting a wire transfer, provide the wire service reference number (i.e. Fed/CHIPS/SWIFT Reference Number) and the Fed Wire Transfer Number.

### 2. Bookmarking the All Attachments Document before uploading (5 points)

To be awarded 5 points, bookmark the pdf of the All Attachments Document before uploading. Instructions are provided on the RFA Webpage. Acrobat Standard DC or Acrobat Pro DC are the programs required to create bookmarks.

3. Addenda

Use the Addenda section of Exhibit A to provide any additional information or explanatory addendum for items described in the Application. Please specify the particular item to which the additional information or explanatory addendum applies.

**C. Applicant Certification and Acknowledgement form**

The Authorized Principal Representative must execute the Applicant Certification and Acknowledgement form to indicate the Applicant’s certification and acknowledgement of the provisions and requirements of the RFA.

**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*                                                                                                                            |
| Verification that the Applicant has not closed on the Tax-Exempt Bond financing prior to the Application Deadline                                       |
| Demographic Commitment selected                                                                                                                         |
| Name of Applicant provided                                                                                                                              |
| Evidence Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline provided                  |
| Name of Each Developer provided                                                                                                                         |
| Evidence that each Developer entity is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline provided |
| Developer Experience Requirement met                                                                                                                    |
| Principals for Applicant and Developer(s) Disclosure Form provided and meets requirements                                                               |
| Contact information for Management Company provided                                                                                                     |
| Prior Management Company Experience requirement met                                                                                                     |
| Authorized Principal Representative provided and meets requirements                                                                                     |
| Name of Proposed Development provided                                                                                                                   |
| Development Subcategory Qualifying Conditions met                                                                                                       |
| Development Type provided                                                                                                                               |
| Unit Characteristic Chart reflecting the breakdown of number of units associated with each Development Type and ESS/Non-ESS 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 provided and within limits                                                                                                                    |
| Minimum Set-Aside election provided                                                                                                                                 |
| Total Set-Aside Breakdown Chart properly completed                                                                                                                  |
| Unit Mix provided and meets requirements                                                                                                                            |
| Number of residential buildings provided                                                                                                                            |
| Evidence of Site Control provided                                                                                                                                   |
| Minimum Additional Green Building Features selected                                                                                                                 |
| Minimum Resident Programs selected                                                                                                                                  |
| Applicant's SAIL Funding Request Amount                                                                                                                             |
| Applicant's Non-Competitive Housing Credit Request Amount, if requested                                                                                             |
| Applicant's MMRB Request Amount (if Corporation-issued Bonds) or Bond Request Amount and Other Required Information (if Non-Corporation-issued Bonds), if requested |
| Development Cost Pro Forma provided showing sources that equal or exceed uses                                                                                       |
| Uniform Relocation Act questions answers                                                                                                                            |
| Applicant Certification and Acknowledgement signed by Authorized Principal Representative                                                                           |
| Financial Arrearage Requirement met**                                                                                                                               |
| Verification of no prior acceptance to an invitation to enter credit underwriting for the same Development ***                                                      |
| Verification of no recent de-obligations ****                                                                                                                       |

\* 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, and (ii) the required Application fee must be submitted as of the Application Deadline.

\*\* Financial Arrearage Requirement

An Application will be deemed ineligible for funding if, as of close of business **two business days**\* 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.

The most recently published Past Due Report is posted to the Corporation's Website under the link <https://www.floridahousing.org/data-docs-reports/past-due-reports> (also accessible by clicking [here](#)), but not more recently than seven business days prior to the date the Committee meets to make a recommendation to the Board.

\* For example, if a review committee meeting is held on a Wednesday, regardless of the time of the meeting, the arrearages must be paid by Monday close of business.

\*\*\* Previous Funding Requirements

Requirement that there can be no prior acceptance to an invitation to enter credit underwriting for the same Development

An Application will be deemed ineligible for funding if the Applicant has accepted an invitation to enter credit underwriting for the same Development (with the exception of funding awarded under the Predevelopment Loan Program (PLP) and/or the Elderly Housing Community Loan (EHCL) program) and, as of Application Deadline for this RFA, the funding has not been returned to the Corporation. If the acceptance to an invitation to enter credit underwriting occurs after the Application Deadline and before the Review Committee Meeting for this RFA, the proposed Development will be considered ineligible for funding in this RFA. If the acceptance to an invitation to enter credit underwriting occurs after the Review Committee Meeting for this RFA, the proposed Development will be considered ineligible for funding in this RFA and any funding awarded in this RFA will be rescinded and considered Returned Funding.

\*\*\*\* Verification of no recent de-obligations

An Application will be deemed ineligible to be considered for funding if, as of the close of business the day before the Committee meets to make a recommendation to the Board, an Applicant or Developer or Principal, Affiliate or Financial Beneficiary of the Applicant or Developer has received an award of any funding from any RFA issued by Florida Housing Finance Corporation but such funding has been de-obligated by the Florida Housing Finance Corporation Board of Directors within the ten years prior to this RFA Application Deadline, with the exception of de-obligations that resulted from the termination of the Multifamily Energy Retrofit Program (MERP) funding awarded through RFA 2015-115.

**2. Awarding Points**

| Point Items                                                                                                                                                                                                                                                                                                  | Maximum Points |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Submission of Principal Disclosure Form that is either (a) stamped "Approved" at least 14 Calendar Days prior to the Application Deadline; or (b) stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline | 5              |
| Bookmarking Attachments prior to submission                                                                                                                                                                                                                                                                  | 5              |
| <b>Total Possible Points</b>                                                                                                                                                                                                                                                                                 | <b>10</b>      |

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

Applications will be selected for funding if they can be fully funded.

**2. County Award Tally**

As each Application is selected for tentative funding, the county where the proposed Development is located will have one Application credited towards the County Award Tally.

Throughout the selection process, the Corporation will prioritize eligible unfunded Applications that meet the Funding Test and are located within counties that have the lowest County Award Tally above other eligible unfunded Applications with a higher County Award Tally that also meet the Funding Test, even if the Applications with a higher County Award Tally are higher ranked.

**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. By the Age of Development Preference (with preference given to Applications that demonstrate that the proposed Development was originally built at least 30 years prior to the Application Deadline, as outlined in Section Four, A.4.b.(2)(e)(ii) of the RFA;
- b. By RA Level 1, 2 or 3 Preference (with preference given to Applications that achieve an RA Level Classification of RA Level 1, 2 or 3, as outlined in Section Four A.4.b.(3) of the RFA);
- c. By the Application's eligibility for the ESS Construction Funding Preference, as outlined at Section Four A.4.c.(2) of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);
- d. By the Application's Leveraging Classification which is outlined in Item 3 of Exhibit C of the RFA (with Applications that receive the Classification of A listed above Applications that receive the Classification of B);
- e. By the Application's actual RA Level (with preference given to Applications with the lowest RA Level Classification so that RA Level 1 Applications receive the most preference and RA Level 6 Applications receive the least preference);
- f. By the Application's eligibility for the Florida Job Creation Funding Preference which is outlined in Item 4 Exhibit C of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference); and
- g. By lottery number, resulting in the lowest lottery number receiving preference.

**4. The Funding Selection Process**

The highest-ranking Application(s) that can be fully funded will be selected for funding, subject to County Award Tally.

If funding remains and no eligible unfunded Applications can meet the Funding Tests, then no further Applications will be selected for funding and the remaining funding will be distributed as approved by the Board.

## **5. 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 67-21, F.A.C., and 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 as outlined in subsection 67-48.0072(1), F.A.C. The Corporation shall select the Credit Underwriter for each Development.

## Exhibit A to RFA 2024-204 - SAIL Financing for the Preservation of Elderly Developments

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

### 1. Review of Attachments

Provide all attachments as required below. If it is determined that the Attachments do not meet the RFA requirements or the Applicant submitted materially incorrect information in the Application, the Corporation may take any or all of the following actions, even if the Application was not selected for funding, was deemed ineligible, or was withdrawn: deem the Application ineligible, rescind the award, and consider all Principals of the Applicant to have made a material misrepresentation subject to Section 420.518, F.S.

### 2. Demographic Commitment

- a. Select one of the following Demographic Commitments:

[Choose an item.](#)

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

- a. 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 1**.

- (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 Chapters 67-21 and 67-48, F.A.C. and wish to apply as a Non-Profit Applicant?

[Choose an item.](#)

If “Yes”, provide the required information for the Non-Profit entity during the credit underwriting process as outlined in Exhibit D.

- b. 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, Local Government, or Public Housing Authority), provide, as **Attachment 3**, 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) Developer Experience

(a) Required Developer Experience

At least one Developer entity named in (1) above must meet the Developer experience outlined in Section Four of the RFA.

Name of the natural person Principal 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 and state): \_\_\_\_\_

Total Number of Units: \_\_\_\_\_

Year Completed: \_\_\_\_\_ (must be 2024 or later)

(b) The Corporation policy regarding requests for additional Corporation Funding for a recently funded Development is outlined in Section Four, A.3.c.(3)(b) of the RFA.

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

(1) Eligibility Requirement

The Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 05-19) ("Principals Disclosure Form") must be uploaded with the Application, as outlined in Section Three of the RFA, and meet the requirements of Section Four of the RFA.

(2) Advance Review of Principals Disclosure Form (5 points)

Applicants will receive five points if the uploaded Principal Disclosure Form was stamped "Received" by the Corporation at least 14 Calendar Days prior to the

Application Deadline AND stamped "Approved" prior to the Application Deadline.

d. Management Company

(1) Contact Information

First Name: [Click here to enter text.](#)  
Middle Initial: [Click here to enter text.](#)  
Last Name: [Click here to enter text.](#)  
Management Company: [Click here to enter text.](#)  
Street Address: [Click here to enter text.](#)  
City: [Click here to enter text.](#)  
State: [Choose a state.](#)  
  
Zip: [Click here to enter text.](#)  
Telephone: [Area Code 7 digit number extension](#)  
E-Mail Address: [Click here to enter text.](#)

(2) The Management Company named in (1) above used must meet the experience outlined in Section Four of the RFA.

Name of the Management Company or a Principal of the Management Company with the required experience: \_\_\_\_\_

(a) First completed affordable rental housing development that meets the experience requirement outlined in Section Four, A.3.d. of the RFA:

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

Location (city and state): \_\_\_\_\_

Currently Managing or Formerly Managed? \_\_\_\_\_

Length of time (number of years): \_\_\_\_\_

Total Number of Units: \_\_\_\_\_

(b) Second completed affordable rental housing development that meets the experience requirement outlined in Section Four, A.3.d. of the RFA:

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

Location (city and state): \_\_\_\_\_

Currently Managing or Formerly Managed? \_\_\_\_\_

Length of time (number of years): \_\_\_\_\_

Total Number of Units: \_\_\_\_\_

e. Contact Person

- (1) Provide the contact information for the person that meets the Authorized Principal Representative criteria outlined in Section Four (required).

First Name: [Click here to enter text.](#)  
Middle Initial: [Click here to enter text.](#)  
Last 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: [Choose a state.](#)  
Zip: [Click here to enter text.](#)  
Telephone: [Area Code](#) [7 digit number](#) [extension](#)  
E-Mail Address: [Click here to enter text.](#)

- (2) Operational Contact Person information (optional)

First Name: [Click here to enter text.](#)  
Middle Initial: [Click here to enter text.](#)  
Last 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: [Choose a state.](#)  
Zip: [Click here to enter text.](#)  
Telephone: [Area Code](#) [7 digit number](#) [extension](#)  
E-Mail Address: [Click here to enter text.](#)

**4. General Proposed Development Information**

- a. Name of the proposed Development

[Click here to enter text.](#)

- b. Development Subcategory/Rental Assistance (RA) Level

- (1) Select the Development Subcategory

[Choose an item.](#)

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

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

- (3) Rental Assistance (RA) Level

(a) Rental Assistance Qualification Letter

Provide the Rental Assistance Qualification Letter provided as **Attachment 4** using the criteria described in Section Four.

(b) Calculating the Rental Assistance (RA) Level

Complete the following information which will be used by the Corporation to calculate the Rental Assistance (RA Level):

State the year built: \_\_\_\_\_

State the total number of units that will receive PBRA and/or ACC if the proposed Development is funded: \_\_\_\_\_

c. Characteristics of Development

(1) Development Type

Choose an item.

(2) Enhanced Structural Systems (“ESS”) Construction Qualifications are outlined in Section Four, A.4.c.(2) of RFA.

d. Unit Characteristic Chart

Complete the chart below reflecting the number of units for each of the Development Categories, Development Types, or ESS/non-ESS Construction, for purposes of the Total Development Cost Per Unit Limitation test calculation and Leveraging Calculation.

| Measure              |                                           | Enter the applicable number of units |
|----------------------|-------------------------------------------|--------------------------------------|
| New Construction     | Garden, ESS Construction, NC Units        | <u>Enter the number of units</u>     |
|                      | Garden, Non-ESS Construction, NC Units    | <u>Enter the number of units</u>     |
|                      | Mid-Rise, ESS Construction, NC Units      | <u>Enter the number of units</u>     |
|                      | Mid-Rise, Non-ESS Construction, NC Units  | <u>Enter the number of units</u>     |
|                      | High-Rise, NC Units                       | <u>Enter the number of units</u>     |
| Rehabilitation Units | Garden, ESS Construction, Rehab, Units    | <u>Enter the number of units</u>     |
|                      | Garden, Non-ESS Construction, Rehab Units | <u>Enter the number of units</u>     |

|  |                                                                         |                                           |
|--|-------------------------------------------------------------------------|-------------------------------------------|
|  | Mid-Rise (4, 5, or 6), and High-Rise, ESS Construction, Rehab Units     | <a href="#">Enter the number of units</a> |
|  | Mid-Rise (4, 5, or 6), and High-Rise, Non-ESS Construction, Rehab Units | <a href="#">Enter the number of units</a> |

Other Development Type means any Development Type that is not listed in the chart.

**5. Location of proposed Development**

a. County: [Choose a county.](#)

If Monroe County, is the proposed Development located in the North Florida Keys Area or the South Florida Keys Area for TDC PU Limitation purposes?

Yes/No

b. Development Location

(1) Address of Development Site:

[Click here to enter text.](#)

(2) City of Development Site\*:

[Click here to enter text.](#)

\*If the proposed Development is located in the unincorporated area of a county, provide that information.

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, for each Scattered Site that is in addition to the Development Location Point information provided in (1) above, identify the latitude and longitude coordinate, rounded to at least the sixth decimal place:

[Click here to enter text.](#)

**6. Number of Units and Buildings**

a. Total number of units that will be in the proposed Development upon completion: [Click here to enter text.](#)

b. Occupancy Status

The existing affordable development must be at least 75 percent occupied as of the Application Deadline.

A **Choose an item.** plan for relocation of existing tenants will be required to be provided to the Credit Underwriter, as outlined in Exhibit D.

c. Set-Aside Commitments

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

[Choose an item.](#)

(2) Total Set-Aside Breakdown Chart

(a) Applicants committing to the minimum set-aside commitment of 20 percent of the total units at 50 percent of the Area Median Income or less or 40 percent of the total units at 60 percent of the Area Median Income or less must complete the following chart:

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

(b) Applicants committing to the Average Income Test must complete this chart:

|                                 |
|---------------------------------|
| Total Set-Aside Breakdown Chart |
|---------------------------------|

|                                                               |                   |
|---------------------------------------------------------------|-------------------|
| Number of Residential Units for 50-year commitment            | AMI Level         |
| <u>Enter Number</u>                                           | At or Below 20%   |
| <u>Enter Number</u>                                           | At or Below 30%   |
| <u>Enter Number</u>                                           | At or Below 40%   |
| <u>Enter Number</u>                                           | At or Below 50%   |
| <u>Enter Number</u>                                           | At or Below 60%   |
| <u>Enter Number</u>                                           | At or Below 70%   |
| <u>Enter Number</u>                                           | At or Below 80%   |
| <u>Enter Number</u>                                           | Market Rate Units |
| <b><u>Enter Number</u> %<br/>(Total Set-Aside Percentage)</b> |                   |

State the Average AMI of all Qualifying Housing Credit Units:

\_\_\_\_\_

Note: The Development Cost Pro Forma includes an Average Income Test worksheet to assist Applicants in this calculation. If the Total Set-Aside Breakdown Chart reflects that the Average AMI of all Qualifying Housing Credit Units exceeds 60 percent, and/or if the number of Set-Aside Units set aside at 30 percent AMI or less, is not equal to or greater than the required ELI commitment, and/or the overall Set-Aside Commitment requirement is not met, the Application will not be eligible for funding.

d. Unit Mix Chart

(1) Complete the chart below:

| Number of Bedrooms/Bathrooms per Unit | Number of Units per Bedroom Type | Number of Units that are ELI Set-Aside Units |
|---------------------------------------|----------------------------------|----------------------------------------------|
| <u>Choose an item.</u>                | <u>Enter Number</u>              | <u>Enter Number</u>                          |
| <u>Choose an item.</u>                | <u>Enter Number</u>              | <u>Enter Number</u>                          |
| <u>Choose an item.</u>                | <u>Enter Number</u>              | <u>Enter Number</u>                          |
| <u>Choose an item.</u>                | <u>Enter Number</u>              | <u>Enter Number</u>                          |
| <u>Choose an item.</u>                | <u>Enter Number</u>              | <u>Enter Number</u>                          |
| <u>Choose an item.</u>                | <u>Enter Number</u>              | <u>Enter Number</u>                          |

- e. Number of Buildings

Number of anticipated residential buildings: Enter Number

- f. Compliance Period

All Applicants are required to set aside the units for 50 years as further described in Section Four of the RFA.

## 7. Readiness to Proceed

### Site Control

The attachments must be provided as **Attachment 6** to demonstrate site control as of Application Deadline.

## 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 are outlined in Section Four.

- d. Green Building Features

- (1) Green Building feature requirements for all Developments are outlined in Section Four.

- (2) Select **Choose an item.** 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

- b. Developments serving the Elderly (ALF or Non-ALF) Demographic:
- (1) Required Resident Programs for all Applicants that select the Elderly Demographic (ALF or Non-ALF) are outlined in Section Four.
  - (2) Additional required Resident Programs for all Applicants who select the Elderly ALF Demographic Commitment are outlined in Section Four.
  - (3) Applicants that select the Elderly (ALF or Non-ALF) Demographic must commit to at least three of the following resident programs, in addition to the required resident programs stated in Section Four:
    - Financial Management for Elderly Residents
    - Computer Training
    - Daily Activities
    - Assistance with Light Housekeeping, Grocery Shopping and/or Laundry
    - Resident Assurance Check-In Program

## 10. Funding

- a. Corporation Funding

- (1) Total SAIL Request Amount
  - (a) SAIL Base Request Amount: [Click here to enter text.](#)
  - (b) ELI Request Amount: [Click here to enter text.](#)
- (2) 4% Housing Credits
  - (a) Housing Credit Request Amount (annual amount): \$ [Click here to enter text.](#)
  - (b) Is the proposed Development the first phase of a multiphase Development?  
  
[Choose an item.](#)
  - (c) Basis Boost Qualifications
    - (i) If the Applicant is utilizing Non-Corporation-issued Tax-Exempt Bonds as provided in the RFA, indicate which calendar year the complete bond application was submitted to the bond-issuing agency:  
  
[Click here to enter text.](#)
    - (ii) Is the proposed Development a subsequent phase of a multiphase Development and eligible for the basis boost?  
  
[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.](#)
    - (iii) 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.)
    - (iv) Is the proposed Development located in a non-metropolitan DDA?  
  
[Choose an item.](#)
    - (v) Is the proposed Development located in a QCT?

Choose an item.

If “Yes”, indicate the HUD-designated QCT census tract number:  
[Click here to enter text.](#)

(d) The Housing Credit equity proposal must be provided as **Attachment 7**.

(3) Corporation-Issued MMRB Loan Request Amount (if applicable): \$ [Click here to enter text.](#)

If the Applicant intends to utilize County HFA-issued Tax-Exempt Bonds for the proposed Development, provide the required documentation as **Attachment 8**.

(4) Other Corporation Funding

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

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

b. Non-Corporation Funding

(1) If the proposed Development is assisted with funding under the United States Department of Agriculture RD 515 Program and/or the RD 538 Program, indicate the applicable program(s) below and provide the required documentation as **Attachment 9** to Exhibit A.

- RD 515       RD 538

(2) Non-Corporation Funding Proposals

Attach all funding proposals executed by the lender(s) or by any other source as **Attachment 10**.

c. Development Cost Pro Forma

Complete the Development Cost Pro Forma tab of Exhibit A.

d. Public Housing Authority and/or an instrumentality of a Public Housing Authority

(1) Has the Applicant entered into a land lease with a Public Housing Authority on property where the proposed Development is to be located or the Applicant provided an Option to Enter into a Ground Lease Agreement on property where the proposed Development is to be located; AND the property has an existing Declaration of Trust between the Public Housing Authority and HUD?

Choose an item.

(2) Is the Applicant associated with a Public Housing Authority and/or an instrumentality of a Public Housing Authority in the ownership structure?

[Choose an item.](#)

If the Principal of the Applicant Entity is an instrumentality of a Public Housing Authority, state the name of the Public Housing Authority:

[Click here to enter text.](#)

[Choose an item.](#)[Choose an item.](#)[Click here to enter text.](#)[Click here to enter text.](#)[Choose an item.](#)[Click here to enter text.](#)[Choose an item.](#)[Choose an item.](#)

## B. Other Information

### 1. Verifying Application Fee Payment

To ensure that the Application Fee is processed for the correct online Application, the following is ***strongly recommended***: (i) provide the Application Fee at least two business days prior to the Application Deadline; and (ii) whether paying by check, money order, ACH or wire transfer, include the Development Name, RFA number with the payment.

Additionally, include the following:

- If submitting a check or money order, provide the check or money order number.
- If submitting an ACH, provide the trace number.
- If submitting a wire transfer, provide the wire service reference number (i.e. Fed/CHIPS/SWIFT Reference Number) and the Fed Wire Transfer Number.

[Click here to enter text.](#)

### 2. Bookmarking the All Attachments Document before uploading (5 points)

To be awarded 5 points, bookmark the pdf of the All Attachments Document before uploading.

### 3. Addenda

Use the space below to provide any additional information or explanatory addendum for items in the Application. Please specify the particular item to which the additional information or explanatory addendum applies.

[Click here to enter text.](#)

## C. 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 and, if applying for 4% Housing Credits, 67-21, 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 subsection 67-48.009(5), F.A.C., rule 67-48.004, F.A.C. and rule 67-21.027, 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 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.
8. 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 authority 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.
9. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development Team's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Development Team (which consists of Developer, Management

Company, General Contractor, Architect, Attorney, and Accountant) will be reviewed during credit underwriting. The Credit Underwriter may require additional information from any member of the Development Team including, without limitation, documentation on other past projects and financials. Development Teams with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter.

10. The Applicant's commitments will be included in (i) a Land Use Restriction Agreement(s) for the loan(s) and (ii) an Extended Use Agreement for the Housing Credits, as applicable, and must be maintained in order for the Development to remain in compliance, unless the Board approves a change.
11. The Applicant certifies that there are no agreements, other than the letter of intent provided with this Application, the Limited Partnership Agreement, or Operating Agreement, between the Applicant and the Housing Credit Syndicator/equity provider.
12. The Applicant certifies that the complete Limited Partnership Agreement or Operating Agreement, including any amendments thereto, will be divulged to the Corporation and the credit underwriter.
13. 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) no construction or inspection work is performed by the General Contractor, with the following exceptions: (a) The General Contractor may perform its duties to manage and control the construction of the Development; and (b) the General Contractor may self-perform work of a de minimis amount, defined for purposes of this subparagraph as the lesser of \$350,000 or 5 percent of the construction contract; (iii) no construction cost is subcontracted to any entity that has common ownership or is an Affiliate of the General Contractor, Applicant, or the Developer, as further described in subsection 67-48.0072(17), F.A.C.; and (iv) a provision is provided in the contract with General Contractor that it will comply with subsection 67-48.0072(17), F.A.C.
14. The Applicant, the Developer and all Principals are in good standing among all other states' housing agencies and have not been prohibited from applying for funding.
15. 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 provided by any such party is based upon, and accurate with respect to, the Development as proposed in this Application.
16. During the credit underwriting process, demonstrate that the Development meets the requirements of this RFA and Section 42 of the IRC.
17. 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.

18. 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.
19. The Applicant has read, understands, and will comply with the Capital Needs Assessment requirements outlined in Exhibit F.
20. The Applicant has read, understands and will comply with the tenant selection requirements outlined in Exhibit G.
21. The undersigned is authorized to bind the Applicant entity to this certification and warranty of truthfulness and completeness of the Application.
22. The Applicant understands and acknowledges that Florida Housing may make all Applications in this RFA public sooner than 30 days after the Application Deadline.
23. The Corporation has included several warning messages throughout the Excel-based application to help alert an Applicant that there may be an issue with the data. This is a helpful guide but is not intended to be an all-inclusive list. Eligibility, points awarded, qualifications for goals, preferences, etc., are all solely determined by the criteria outlined in the RFA. If there are any inconsistencies between the Exhibit A and the RFA itself, such as formulas used in calculations or the warning messages, Applicants are instructed to rely solely on the RFA.

Under the penalties of perjury, I declare and certify that the Application for the proposed Development meets all applicable requirements of the RFA. I have read the foregoing and the information is true, correct and complete.

\_\_\_\_\_  
Signature of Authorized Principal Representative\*

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

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

\* The Authorized Principal Representative must type their name indicating the acknowledgement and certification of these requirements.

**Exhibit B – Definitions**

|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>“Regulated Mortgage Lender”</p> | <p>(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 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 RFA Webpage.</p> |
| <p>“Set-Aside Units”</p>           | <p>When not committing to the Average Income Test, Set-Aside Units are units 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 then calculated as follows:</p> <p style="padding-left: 40px;">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>When committing to the Average Income Test, Set-Aside Units are units set aside at or below 80 percent of the Area Median Income for the county in which the Development is located, but the average AMI shall not exceed 60 percent. The total number of Set-Aside Units is calculated by adding together the number of</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |



|  |                                                                                      |
|--|--------------------------------------------------------------------------------------|
|  | units at or below 80 percent AMI represented on the Total Set-Aside Breakdown Chart. |
|--|--------------------------------------------------------------------------------------|

## Exhibit C – Additional Information

### 1. Total Development Cost Limitation Test

There is a maximum Developer Fee that can be earned which is tailored for the characteristics of each Development.

#### a. Overview

(1) Maximum Developer Fee based on Percentage of Development Cost as outlined in Rule 67-21, F.A.C. and/or 67-48, F.A.C.

(2) Maximum Developer Fee Amount based on Maximum Development Cost

The Corporation will calculate the Maximum Developer Fee for each proposed Development, then compare it to the proposed Development's stated Developer Fee. The Maximum Developer Fee Amount will be the sum of the maximum Developer Fee on non-Acquisition Costs calculated in (a) below and, if applicable, the maximum Developer Fee on Building Allocation portion of Acquisition Costs ("Building Allocation") as calculated in (b) below.

(a) Maximum Development Cost upon which a Developer Fee can be Earned when there are no Building Allocation Costs

(i) Hard Cost Factor Per Unit Chart plus estimate of Soft Costs Per Unit

The Non-Acquisition Costs for purposes of determining the maximum Developer Fee are calculated by first selecting the applicable hard cost factor for each unit in the chart below then incorporating an estimate of soft costs per unit.

Hard costs are defined as the total of the actual construction costs (includes the General Contractor Construction Contract and any construction costs to be incurred outside of the General Contractor Construction Contract), the General Contractor Fee and the approved Hard Cost Contingency. These costs are representative of what is normally reported on lines A1.3 and A1.4 in the Development Cost Pro Forma in the Application. The Hard Cost Factor per Unit amounts in the chart are not a limit of the actual hard costs allowed in each Development. Each Development's actual costs may exceed these amounts, but these are the maximums used in the Developer Fee calculation.

| Measure                                                                                       | Hard Cost Factor per New Construction Unit |             |                   |               |            | Hard Cost Factor per Rehabilitation Units |             |
|-----------------------------------------------------------------------------------------------|--------------------------------------------|-------------|-------------------|---------------|------------|-------------------------------------------|-------------|
|                                                                                               | Garden Non-ESS*                            | Garden ESS* | Mid-Rise-Non-ESS* | Mid-Rise-ESS* | High-Rise* | Garden*                                   | Non-Garden* |
| Hard Cost Factor Per Unit for all counties except Broward, Miami-Dade and Palm Beach counties | \$233,000                                  | \$258,000   | \$258,000         | \$285,000     | \$310,000  | \$106,000                                 | \$146,000   |
| Hard Cost Factor Per Unit for Broward, Miami-Dade and Palm Beach counties                     | \$258,000                                  | \$283,000   | \$283,000         | \$310,000     | \$335,000  | \$121,000                                 | \$161,000   |

\* 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). ESS means Enhanced Structural Systems Construction.

If there is only one unit type for the entire proposed Development, the number in the chart associated with the unit type is the Hard Cost Factor Per Unit for the Development.

If there are multiple unit types, the amount associated for each unique unit type is multiplied by the number of units for that unit type, added together, and then divided by the total number of units (i.e. pro rata distribution). The result of that calculation is the Hard Cost Factor Per Unit for the Development.

**Incorporate an Estimate of Soft Costs Per Unit**

The Hard Cost Factor Per Unit for the Development is then divided by 75 percent (resulting in a maximum of hard costs and soft costs per unit when calculating the Maximum Developer Fee, prior to Add-Ons, Multipliers, and Escalation Rate.)

- (ii) Then add applicable per unit TDC Add-On(s) to the result of (i) above

|                                                                                             |                                                                                      |
|---------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| TDC Add-on for All Applicants due to known expenses related to tax-exempt bond transactions | \$7,500 of additional per unit costs will be added to the above Maximum TDC Per Unit |
|---------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|

(iii) Then divide the result of (ii) above by the applicable TDC Multiplier(s)

|                                                                                                                                                                                                                                                                                                                                                                                                                       |      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| Non-Geographic TDC Multiplier – Elderly-ALF Developments                                                                                                                                                                                                                                                                                                                                                              | 95%  |
| Non-Geographic TDC Multiplier – Any Applicant which (i) either has a land lease with a PHA for the proposed Development’s location or the Applicant provided an Option to Enter into a Ground Lease Agreement on property where the proposed Development is to be located; AND the property which has a Declaration of Trust between the PHA and HUD; or (ii) has a PHA or an instrumentality of a PHA as a Principal | 89%  |
| Geographic TDC Multiplier – Developments located north of Plantation Key (i.e., north of Tavernier Creek) in the Florida Keys Area                                                                                                                                                                                                                                                                                    | 65%  |
| Geographic TDC Multiplier – Developments located south of Plantation Key (i.e., north of Tavernier Creek) in the Florida Keys Area                                                                                                                                                                                                                                                                                    | 50%* |

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

- (iv) Then multiply the result of (iii) above by the sum of 1 plus 6 percent, which represents the Escalation Factor
- (v) Then multiply this result by the total number of units within the proposed Development to achieve the Maximum Development Cost upon which a Developer Fee can be Earned when there are no Building Allocation Costs (“**Maximum Non-Acquisition Development Cost for Developer Fee**”).

To obtain the **Maximum Developer Fee Amount on non-Acquisition Costs**, multiply the result of (v) by the maximum Developer Fee percentage allowed in the RFA as described below:

- If the maximum Developer Fee percentage stated in the RFA is 16 percent, the result of the calculation above is then multiplied by 16 percent, rounded down to the nearest dollar.
- If the maximum Developer Fee percentage stated in the RFA is 18 percent, the result of the calculation above is then multiplied by 18 percent, rounded down to the nearest dollar.
- If the maximum Developer Fee percentage stated in the RFA is 21 percent, the result of the two calculations below are added together:
  - the result of the calculation is then multiplied by 16 percent, rounded down to the nearest dollar; AND
  - the result of the calculation is then multiplied by 5 percent, rounded down to the nearest dollar.

If there is no Building Allocation costs, this **Maximum Developer Fee Amount on non-Acquisition Costs** is also the **Development’s Maximum Developer Fee**. If there is Building Allocation costs, the result of the fee calculation above is added to the result of the fee calculation below to determine the **Development’s Maximum Developer Fee**.

(b) Maximum Developer Fee Amount on Building Allocation costs, if applicable

The Building Allocation costs are comprised of a Building Allocation plus Other building acquisition related costs of the existing Development, together are typically represented by line B. in the Development Cost Pro Forma in the Application. The maximum Building Allocation is a structured calculation. Start by taking the lesser of either the appraised value of the entire property or the actual property purchase price. The lowest land cost allocation is then subtracted from this amount. The lowest land cost allocation methodology is determined as follows:

- (i) Appraised “as is” market value of the land, as if vacant;
- (i) Assessed value of the land as provided by the county property appraiser; or
- (iii) Discount the value provided in the option (a) above to account for the LURA/EUA rent restrictions existing on the property. This is done by taking the lesser of the subject property’s acquisition price, or the subject property’s appraised “as is” restricted value and dividing this amount by the “as is” market value of the property as if unrestricted. The resulting discount factor is then multiplied by the value provided in option (a).

The lesser of the result of this maximum Building Allocation calculation or the Applicant’s stated Building Allocation is then added to any other separate acquisition costs associated with the Building Allocation and this total is multiplied further based on the maximum Developer Fee percentage allowed in the RFA as described below to obtain the Maximum Developer Fee Amount on Building Allocation:

- If the maximum Developer Fee percentage stated in the RFA is 16 percent, the result of the calculation above is then multiplied by 16 percent, rounded down to the nearest dollar.
- If the maximum Developer Fee percentage stated in the RFA is 18 percent, the result of the calculation above is then multiplied by 18 percent, rounded down to the nearest dollar.
- If the maximum Developer Fee percentage stated in the RFA is 21 percent, the result of the two calculations below are added together:
  - the result of the calculation is then multiplied by 16 percent, rounded down to the nearest dollar; AND
  - the result of the calculation is then multiplied by 5 percent, rounded down to the nearest dollar.

(3) Maximum TDC Component

The Maximum TDC Component equals the Maximum Non-Acquisition Development Cost for Developer Fee (as calculated in (2)(v) above) plus the maximum Developer Fee amount on non-acquisition costs (as calculated in (a)

above) and then adding, if applicable, the maximum Developer Fee amount on Building Allocation (as calculated in (b) above). The Maximum TDC Component is unique to each Development and will not change once it is calculated. It will be used for calculations described in b. below. However, the maximum Developer Fee amount on Building Allocation costs, if applicable, can be updated at time of Final Cost Certification Application Package review when the Other building acquisition related costs of the existing Development have changed since credit underwriting. At no time will the proposed Developer Fee be allowed to exceed the total maximum Developer Fee.

- b. Determining whether adjustments to the Developer Fee and the Total Development Cost of the proposed Development are needed during Credit Underwriting

The Total Development Cost of the proposed Development (“TDC of the Proposed Development”) is often adjusted during credit underwriting and Final Cost Certification process. The steps below are performed first during the credit underwriting process and then a similar process is completed during the Final Cost Certification process as presented in c. below. Any such adjustments that occurred during these processes may affect the maximum Developer Fee allowed for the proposed Development to fluctuate.

- (1) First Review of the Developer Fee and the TDC of the Proposed Development

To review the maximum Developer Fee for the proposed Development, the Corporation will first determine if the stated Developer Fee is in compliance with the percentage Developer Fee limit and then compare the results of the calculation in a. above to the Developer Fee stated by the Applicant.

If the maximum Developer Fee calculated by the percentage Developer Fee on stated Development Costs and the maximum Developer Fee calculated in a. above is equal to or greater than the proposed Development’s stated Developer Fee, there will be no resulting deduction to the stated Developer Fee or the TDC of the Proposed Development from this first review.

If this step creates a maximum Developer Fee that is less than the proposed Development’s stated Developer Fee, the stated Developer Fee will be reduced to the maximum Developer Fee provided in this step, and the TDC of the Proposed Development will be equally reduced to incorporate this mandated cost reduction.

- (2) Second Review of the Developer Fee and the TDC of the Proposed Development

The second review will compare the proposed Development’s Maximum TDC Component and the Net TDC of the Proposed Development for these limitation purposes.

*Calculating the Net TDC of the Proposed Development*

The Net TDC of the Proposed Development is determined by taking the TDC of the Proposed Development (after any reduction in the initially stated Developer Fee as provided above) and deducting the following qualifying costs:

- the property acquisition price (building and land, which are subject to their own limits)
- demolition costs
- tenant relocation costs
- construction costs associated with the delivery of commercial/retail space, and
- any approved operating deficit reserves (ODR) that are part of the permanent phase (i.e., non-construction) financing for the Development which have not been included within the Developer fee.

*Comparison of the Development's Maximum TDC Component and the Net TDC of the Proposed Development*

If the proposed Development's Maximum TDC Component is equal to or greater than the Net TDC of the Proposed Development, the review of the Developer Fee is complete and no other reduction to the proposed Development's Developer Fee is required.

If the proposed Development's Maximum TDC Component is less than the Net TDC of the Proposed Development, the maximum Developer Fee will be reduced by the lesser of:

- (a) the actual amount that the Net TDC of the Proposed Development exceeds the Maximum TDC Component,
- (b) \$750,000, or
- (c) 25 percent of the Maximum Developer Fee calculated in a. above.

If the maximum Developer Fee calculated in this step is equal to or greater than the proposed Development's Developer Fee calculated in b.(1) above, there will be no resulting deduction to the proposed Development's Developer Fee after step b.(1) nor to the Net TDC of the Proposed Development from this second review.

If this step causes the maximum Developer Fee to be less than the proposed Development's Developer Fee calculated in b.(1) above, the proposed Development's Developer Fee will be reduced to the maximum Developer Fee calculated in this step, and the Net TDC of the Proposed Development will be equally reduced to incorporate the second mandated cost reduction.

This is the final review of the Developer Fee during credit underwriting.

- c. Reviewing the Developer Fee and the Net TDC of the Proposed Development stated in the Final Cost Certification Application Package ("FCCAP")

The Developer Fee and the Net TDC of the Proposed Development may be further adjusted when the FCCAP is processed. Any such adjustments that occur with the FCCAP may cause the maximum Developer Fee allowed for the proposed Development to either increase, as described in (3) below, or decrease, as described in (2) and (4) below. Any increase or decrease to the proposed Development's Developer Fee will cause the Net TDC of the Proposed Development to be equally increased or decreased, respectively.

Before each item below, the stated/updated Developer Fee will be tested to make sure it doesn't exceed the amount determined by multiplying the proposed Development's stated Development Costs by the maximum Developer Fee percentage, rounded down to the nearest dollar.

(1) First Review of the Developer Fee and the TDC of the Proposed Development

*Policy when the Developer Fee was not reduced by the process described in b. above*

The proposed Development's Developer Fee initially presented in the FCCAP will be tested for compliance with the maximum Developer Fee percentage requirement.

- (a) If the Net TDC of the Proposed Development preliminarily stated in the FCCAP (after any Developer Fee compliance adjustments from above) is less than or equal to the Maximum TDC Component calculated in a. above, no adjustment to the proposed Development's Developer Fee will be required and there will not be a need for the second review.
- (b) If the Net TDC of the Proposed Development preliminarily stated in the FCCAP (after any Developer Fee compliance adjustments from above) is greater than the Maximum TDC Component calculated in a. above there will be a need for the second review process below.

*Policy when the Developer Fee was reduced by the credit underwriting process described in b. above*

- (c) If the Net TDC of the Proposed Development preliminarily stated in the FCCAP is less than or equal to the TDC reported in the final credit underwriting report, the calculations in b. above will be repeated using the Net TDC of the Proposed Development preliminarily stated in the FCCAP. This may result in an increase to the final Developer Fee from the limit imposed at time of credit underwriting during steps b.(1)-(2).
- (d) If the Net TDC of the Proposed Development preliminarily stated in the FCCAP is greater than the Net TDC of the Proposed Development reported in the final credit underwriting report, the Developer Fee stated in the FCCAP is initially capped at the maximum Developer Fee determined in b.(2) above. If the Developer Fee stated in the FCCAP is greater than the maximum Developer Fee determined in b.(2) above, the Developer Fee will be reduced to match the maximum Developer Fee and any reduction in the stated Developer Fee will have a corresponding reduction in the Net TDC of the Proposed Development. There will be a need for the second review process below.

(2) Second Review of the Developer Fee and the TDC of the Proposed Development

After the applicable step above in c.(1)(b) or c.(1)(d) is complete, the calculations described below will determine the final Developer Fee.



If the Net TDC of the Proposed Development after step (1) above is greater than the Maximum TDC Factor calculated in a. above, the maximum Developer Fee determined in b.(2) above, will be reduced by the lesser of:

- (i) the actual amount that the Net TDC of the Proposed Development exceeds the Maximum TDC Factor,
- (ii) \$350,000, or
- (iii) 10 percent of the Maximum Developer Fee calculated in (b) above.

If the maximum Developer Fee calculated in this step is equal to or greater than the Developer Fee stated in the FCCAP after c.(1) above, there will be no resulting deduction to the stated Developer Fee or the Net TDC of the Proposed Development from this review.

If this step causes the maximum Developer Fee to be less than the Developer Fee stated in the FCCAP after c.(1) above, the stated Developer Fee will be reduced to the maximum Developer Fee calculated in this step, and the Net TDC of the Proposed Development will be equally reduced to incorporate this cost reduction.

A template and training video regarding the Total Development Cost Per Unit Limitation have been made available. A link has been added to the RFA Webpage called "Total Development Cost Per Unit Limitation Information Used In RFAs". This link will take users to a new webpage with examples of this process, as well as a template, training video, and, for assistance after the review and evaluation process as explained in Section Three, F.2. of this RFA, contact information for available Florida Housing staff.

## **2. intentionally omitted**

## **3. Leveraging Classification**

Each eligible Application will be assigned as either Group A or Group B, based on the total Corporation SAIL Funding amount per Set-Aside Unit relative to all other eligible Application's total Corporation SAIL Funding amount using the following methodology.

The total Corporation SAIL Funding amount is calculated only using the Applicant's Eligible SAIL Base Loan Request. ELI funding, MMRB, and Non-Competitive Housing Credit funding, if applicable, will all be excluded from the following leveraging calculation.

- a. If the Development qualifies for a Housing Credit basis boost, the Eligible SAIL Base Loan Request Amount will be multiplied by 1.11; and
- b. If the proposed Development is located in Broward County, the amount will be multiplied by 0.88; and
- c. If the Applicant has either (i) entered into a land lease with a Public Housing Authority on property where the proposed Development is to be located or the Applicant provided an Option to Enter into a Ground Lease Agreement on property where the proposed Development is to be located; AND the property has an existing Declaration of Trust between the Public Housing Authority and HUD; or (ii) a PHA/instrumentality of a

PHA as a Principal, the Application will qualify for the PHA Multiplier and the amount will also be multiplied by 0.93.

Note: More than one of the above may apply. For instance, if a. and b. and c. apply and the Development qualifies for the basis boost, the Eligible SAIL Request will be multiplied by 1.11, then multiplied by 0.88 and then by 0.93.

- d. If the Development consists of any new construction units, the total Corporation funding amount calculated above will also be multiplied by a Leveraging Factor. The Leveraging Factor is calculated as follows:

| Development Leveraging Multipliers         |                   |               |                     |                 |              |                  |              |
|--------------------------------------------|-------------------|---------------|---------------------|-----------------|--------------|------------------|--------------|
| # of new construction units                | NC Garden Non-ESS | NC Garden ESS | NC Mid-Rise Non-ESS | NC Mid-Rise ESS | NC High-Rise | NC Other Non-ESS | NC Other ESS |
|                                            |                   |               |                     |                 |              |                  |              |
| Combined Dev Type / ESSC Multipliers       | x 0.90            | x 0.8370      | x 0.88              | x 0.8184        | x 0.7998     | x 1.0            | x 0.93       |
| Results of multiplication of each category |                   |               |                     |                 |              |                  |              |

To calculate the Leveraging Factor, the chart above will be used. The number of units for each category stated at 4.d. of Exhibit A will be multiplied by the applicable multiplier. The results of the multiplication will then be added together, then divided by the total number of units in the Development. The result of this calculation is the Leveraging Factor.

The Leveraging Factor is then multiplied by the total Corporation funding amount as calculated in a. – c. above. This result is the total Corporation funding amount used in e. below.

- e. The total Corporation funding amount will then be divided by the number of Set-Aside Units, resulting in the total Corporation funding per Set-Aside Unit.
- f. All eligible Applications will be listed in ascending order beginning with the Application that has the lowest amount of total Corporation SAIL funding per Set-Aside Unit and ending with the Application that has the highest amount. If any Applications have identical total Corporation funding per set-aside unit amounts, the Applications will be further sorted using lottery number, with the HIGHEST (worst) lottery number being listed first.

The total number of Applications on the list will be multiplied by 80 percent and the resulting figure will be rounded up to the next whole number (the resulting figure after rounding will be referred to as the “A/B Cut-Off”). A line will be drawn below the Application whose place on the list is equal to the A/B Cut-Off. Applications above the A/B Cut-Off will be classified as Group A and Applications below the A/B Cut-Off will be classified as Group B.

#### 4. 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 \$1,000,000 of SAIL funding. 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 the minimum requirement of 18.50.

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 of the RFA);
- The applicable Florida job creation rate for the type of units:
  - Rate of 4.374 Florida Jobs per unit for proposed new construction units;
  - Rate of 1.564 Florida Jobs per unit for proposed units consisting of rehabilitation with acquisition;
  - Rate of 2.754 Florida Jobs per unit for proposed rehabilitation units; and
- The Eligible SAIL Base Loan Request Amount (ELI funding will not be included).

The score for the Florida Rate of Job Creation per \$1,000,000 of SAIL funding will be measured using one of the following calculations:

- a. Developments consisting of only rehabilitation units:

Number of rehabilitation units x 1.564 Florida Jobs per unit x 1,000,000 / the Eligible SAIL Base Loan Request Amount = Florida Jobs per \$1,000,000 of SAIL funding.

For example:

Application B consists of 70 rehabilitation units and has an Eligible SAIL Request Amount of \$4,900,000.

$70 \times 1.564 \times 1,000,000 / 4,900,000 =$  Florida Job Creation score of 22.34.

- b. Developments consisting of both new construction and rehabilitation units:

(Number of new construction units x 4.374 Florida Jobs per unit + Number of rehabilitation units x 1.564 Florida Jobs per unit) x 1,000,000 / the Eligible SAIL Base Loan Request Amount = Florida Jobs per \$1,000,000 of SAIL funding.

For example:

Application C consists of 50 new construction units and 20 rehabilitation units and has an Eligible SAIL Base Loan Request Amount of \$4,900,000.

$$(50 \times 4.374 + 20 \times 1.564) \times 1,000,000 / 4,900,000 = \text{Florida Job Creation score of } 51.02.$$

In above examples, all Applications will qualify for the Job Creation Funding Preference because each has a Florida Job Creation score that is equal to or greater than the minimum required.

**5. 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 Chapters 67-21, F.A.C. and 67-48, F.A.C.

All fees set forth below, except for Compliance Monitoring Fees and Loan Servicing Fees, are part of Development Cost and can be included in the Development Cost Pro Forma and paid with loan proceeds.

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. TEFRA Fee

Applicants awarded Corporation-issued MMRB shall submit a non-refundable TEFRA fee to the Corporation in the amount of \$1,000 within seven Calendar Days of the date of the invitation to enter Credit Underwriting. This fee shall be applied to the actual cost of publishing required newspaper advertisements and Florida Administrative Register notices of TEFRA Hearings. If the actual cost of the required publishing exceeds \$1,000, Applicant shall be invoiced for the difference. If a Local Public Fact Finding Hearing is requested, the Applicant shall be responsible for payment of any fees incurred by the Corporation. If the first TEFRA approval period has expired and a second TEFRA notice and hearing are required, Applicant is responsible for all costs associated with the additional TEFRA process.

c. 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) Program fee

| Programs | Primary Program Fee | Multiple Program Fees | Total |
|----------|---------------------|-----------------------|-------|
|----------|---------------------|-----------------------|-------|

|                                                                                                    |                              |   |                                                                |          |
|----------------------------------------------------------------------------------------------------|------------------------------|---|----------------------------------------------------------------|----------|
| Corporation-issued Tax-Exempt Bonds (MMRB), 4% Housing Credit, and SAIL Loan funding               | \$16,984 – MMRB              | + | \$5,300 – SAIL Loan funding<br>+<br>\$5,300- 4% Housing Credit | \$27,584 |
| 4% Housing Credit (to be used with Non-Corporation-issued Tax-Exempt Bonds), and SAIL Loan funding | \$15,821 – SAIL Loan funding | + | \$5,300– 4% Housing Credit                                     | \$21,121 |
| SAIL Loan Funding only                                                                             | \$15,821                     |   |                                                                |          |

- (2) Re-underwriting fee: \$204 per hour, not to exceed \$8,976.

If a Housing Credit 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 \$204. All credit underwriting fees shall be paid by the Applicant prior to the performance of the analysis by the Credit Underwriter.

- (3) Extraordinary Services fee: \$204 per hour.
- (4) Capital Needs Assessment Review: \$2,404

d. Administrative Fees

With respect to the Housing Credit Program, each for-profit Applicant shall submit to the Corporation a non-refundable administrative fee in the amount of 9 percent of the annual Housing Credit Allocation amount stated in the Preliminary Allocation. The administrative fee shall be 5.5 percent of the stated annual Housing Credit Allocation for Non-Profit Applicants. The administrative fee must be received by the Corporation as stated in the Preliminary Allocation. In the event the Final Housing Credit Allocation amount exceeds the annual Housing Credit Allocation amount stated in the Preliminary Determination, the Applicant is responsible for paying the applicable administrative fee on the excess amount before IRS Forms 8609 are issued for the Development.

e. 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) Program Fees

| Programs                                                         | Primary Program Fee                                                                                                                                                                                       |   | Multiple Program Fees |
|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-----------------------|
| Corporation-issued MMRB/4% Housing Credit, and SAIL Loan funding | MMRB and 4% Housing Credit:<br><br>A total annual fee comprised of a base fee of \$188 per month + an additional fee per set-aside unit of \$11.58 per year, subject to a minimum of \$295 per month, and | + | \$1,054 – SAIL        |

|                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |                |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----------------|
|                                                                                         | subject to an automatic annual increase of 3 percent of the prior year's fee. Where a difference exists between set-aside requirements for MMRB and Housing Credit, the fees collected will be based upon the higher number of Set-Aside Units.                                                                                                                                                                                       |   |                |
| 4% Housing Credit (to be used with Non-Corporation-issued Bonds), and SAIL Loan funding | 4% Housing Credit:<br><br>A total annual fee comprised of a base fee of \$188 per month + an additional fee per set-aside unit of \$11.58 per year, subject to a minimum of \$295 per month, and subject to an automatic annual increase of 3 percent 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. | + | \$1,054 – SAIL |
| SAIL Loan Funding only                                                                  | A total annual fee comprised of a base fee of \$188 per month + an additional fee per set-aside unit of \$11.58 per year, subject to a minimum of \$295 per month, and subject to an automatic annual increase of 3 percent 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.                           |   |                |

(2) Follow-up Reviews/Extraordinary Services fee: \$204 per hour

(3) Link Monitoring Fee: \$1,000

f. Commitment Fees

With respect to the SAIL Program 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 upon acceptance of the firm commitment. The Applicant's award of 4% Housing Credits, or, if applicable, the MMRB funding will not affect the amount of the Applicant's commitment fee.

- (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.

g. Firm Loan Commitment and Loan Closing Extension Fees

In the event the SAIL loan does not close within the timeframes prescribed, extension fees will be assessed as outlined in subsections 67-48.0072(21) and 67-48.0072(26), F.A.C.

h. 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, and, if applicable, the MMRB Loan, each have a Construction Loan Servicing Fee to be paid as indicated. 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.

- \$204 per hour for an in-house review of a draw request
- \$204 per hour for on-site inspection fees, up to a maximum of \$1,956 per draw
- \$204 per hour for extraordinary services

(2) Permanent Loan Servicing Fees

(a) The SAIL loan will 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 \$243 and a maximum monthly fee of \$964, and an hourly fee of \$204 for extraordinary services

(b) MMRB loans 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.

- 2.3 bps of the outstanding bond balance annually, subject to a minimum monthly fee of \$243, and an hourly fee of \$204 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.

i. 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.

## j. Corporation-issued MMRB Fees

## (1) Refundable Good Faith Deposit and Cost of Issuance Fees

- (a) Good Faith Deposit: Good faith deposit means a total deposit equal to one percent of the loan amount reflected in the loan commitment paid by the Applicant to the Corporation. The Applicant shall pay a total deposit equal to one percent of the aggregate principal amount of proposed Taxable and Tax-exempt Bonds, or \$75,000, whichever is greater, to the Corporation, which deposit may be applied toward the Cost of Issuance Fee. The maximum good faith deposit required is \$175,000. The good faith deposit is payable in one installment and is due within 14 Calendar Days of the date the Board of Directors approves the Credit Underwriting Report. If the good faith deposit is exhausted, the Applicant shall be required to pay, within three business days of notice, an additional deposit to ensure payment of the expenses associated with the processing of the Application, the sale of the Bonds, including document production and the securitization of the loan. The good faith deposit shall be remitted by certified check or wire transfer. In the event the MMRB Loan does not close, the unused portion of the good faith deposit shall be refunded to the Applicant. Notwithstanding the foregoing, the Applicant is responsible for all expenses incurred in preparation for loan closing. Any and all costs of the Corporation will be deducted from the good faith deposit prior to refunding any unused funds to the Applicant. In the event that additional invoices are received by the Corporation subsequent to a determination that the MMRB Loan will not close and refunding any unused funds to the Applicant, which invoices related to costs incurred prior to such determination and refunding, Applicant shall be responsible for payment of the balance due as invoiced.
- (b) Cost of Issuance Fee: the Corporation shall require Applicants or participating Qualified Lending Institutions selected for participation in the program, to deliver to the Corporation, or, at the request of the Corporation, directly to the Trustee, before the date of delivery of the Bonds, a Cost of Issuance Fee in an amount determined by the Corporation to be sufficient to pay the costs and expenses relating to issuance of the Bonds, which amount shall be deposited into an account to be held by the Trustee. The Corporation shall provide the Applicant with a good faith estimate of the Cost of Issuance Fee prior to closing. The Applicant shall pay all costs and expenses incurred by the Corporation in connection with the issuance of the Bonds, the expenditure of the MMRB Loan proceeds, and provision of Credit Enhancement, if any, even if such costs and expenses exceed the Cost of Issuance Fee. Any amounts remaining in this account at the time the balance is transferred and the account closed pursuant to the trust indenture shall be returned to the Applicant.



(2) Non-refundable TEFRA, HUD Risk Sharing and Appraisal fees

- (a) TEFRA Fee: Applicants shall submit a non-refundable TEFRA fee to the Corporation in the amount of \$1,000 within seven Calendar Days of the date of the invitation to enter Credit Underwriting. This fee shall be applied to the actual cost of publishing required newspaper advertisements and Florida Administrative Register notices of TEFRA Hearings. If the actual cost of the required publishing exceeds \$1,000, Applicant shall be invoiced for the difference. If a Local Public Fact Finding Hearing is requested, the Applicant shall be responsible for payment of any fees incurred by the Corporation. If the first TEFRA approval period has expired and a second TEFRA notice and hearing are required, Applicant is responsible for all costs associated with the additional TEFRA process.
- (b) Appraisal Fee: Applicants shall submit the required appraisal fee within seven Calendar Days of being invoiced by the Credit Underwriter.
- (c) HUD Risk Sharing Fees: Applicants also using the HUD Risk Sharing Program for the Development shall be responsible for associated fees, as follows:
  - (i) Format II environmental review fee – The fee the Applicant shall pay will be determined by contract between the Corporation and the environmental professional.
  - (ii) Subsidy layering review fee – The fee the Applicant shall pay will be determined by the contract between the Corporation and the Credit Underwriter.

(3) Short-Term Bond Redemption and Ongoing Fees

The following fees may not be 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 contracts, including any addendum, for services between Florida Housing Finance Corporation and the professionals involved, as well as on the loan commitment signed by the Applicant and the Corporation.

(a) Short-Term Bond Redemption Fees

| Bond Amount                            | ≤ 18-Month | 18+ to 24-Month | 24+ to 36-Month |
|----------------------------------------|------------|-----------------|-----------------|
| Up to \$15 million                     | 33 bps     | 25 bps          | 18 bps          |
| Above \$15 million, up to \$20 million | 32 bps     | 24 bps          | 17 bps          |
| Above \$20 million, up to \$25 million | 31 bps     | 23 bps          | 16 bps          |

|                                        |        |        |        |
|----------------------------------------|--------|--------|--------|
| Above \$25 million, up to \$30 million | 30 bps | 22 bps | 15 bps |
| Above \$30 million, up to \$40 million | 29 bps | 21 bps | 14 bps |
| Above \$40 million                     | 28 bps | 20 bps | 13 bps |

Note: The minimum Short-Term Bond Redemption Fee is \$25,000.

(b) Ongoing Fees

Program Administration Fee will be an annual fee of 24 basis points based on the amount of bonds outstanding, but not less than \$10,000 per annum.

Note: The ongoing Program Administration Fee does not include compliance monitoring fees, loan servicing fees, and trustee fees.

k. 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 - \$204 per hour, not to exceed \$2,015 per inspection.

m. Additional Housing Credit Fees

Housing Credit Applicants shall be responsible for all processing fees related to the Housing Credit Program.

n. Assumption/Renegotiation/ Subordination Fees

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

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

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

For all regulatory agreements, the Corporation shall charge a non-refundable subordination fee of \$1,000 for each regulatory agreement to be subordinated.

## 6. Additional Requirements

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

### a. Eligible Reserve for Replacement Items

The replacement reserve funds required by subsection F.A.C. 67-21.026(11), F.A.C., and if applicable, 67-21-014(2), 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 RFA Webpage.

### b. Final Cost Certification Application Package (Form FCCAP)

If awarded 4% Housing Credits, in accordance with subsection 67-21.027(6), F.A.C., the Final Cost Certification Application Package (Form FCCAP), Rev. June 2023, 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 67-21.026, F.A.C., and shall be submitted to the Corporation by the earlier of the following two dates:

- (1) The date that is 90 Calendar Days after all the buildings in the Development have been placed in service, as evidenced by the required documentation outlined in the Final Cost Certification Package, 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 for the Housing Credit 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 (if requested by the Corporation), 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 unmodified 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. June 2023, is available on the RFA Webpage.

c. 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. 01-23 pursuant to subsection 67-21.027(8), F.A.C., with regard to the 4% Housing Credits and, if applicable, subsection 67-21.008(16), F.A.C., with regard to MMRB. 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](#)).

d. 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 RFA Webpage.

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."

e. 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](#)).

f. Tax-Exempt Bond-Financed Developments receiving bonds issued by a Public Housing Authority (established under Chapter 421, F.A.C.) or a Local Government (as defined in Section 420.503, F.S.) shall:

- (1) Be subject to the Credit Underwriting fees as set forth in the RFA. Failure to submit the required Credit Underwriting fee to the Credit Underwriter within seven Calendar Days of the date of the invitation to enter Credit Underwriting shall result in withdrawal of the invitation;

- (2) Participate in the Credit Underwriting process pursuant to Section 67-21.026, F.A.C.;
  - (3) Receive a Preliminary Determination prior to the bonds being issued if the Corporation receives a Credit Underwriting report prepared by one of the Corporation's contracted Credit Underwriters which meets the criteria required pursuant to Rule Chapter 67-21, F.A.C., and recommends a Housing Credit Allocation and the issuance of Tax-exempt Bonds, and receives evidence of a loan commitment in reference to the Tax-exempt Bonds where the amount of the Bonds is at least 50 percent or more of the aggregate basis of any building and the land on which the building is located;
  - (4) Be subject to the administrative fee specified in the RFA. The administrative fee must be paid within seven Calendar Days of the date of the Preliminary Determination;
  - (5) Be subject to a Developer Fee limitation as specified in Rule Chapter 67-21, F.A.C., and the RFA;
  - (6) Be subject to the provisions of Part I (administration) and Part III (Housing Credit Program) of Rule Chapter 67-21, F.A.C.;
  - (7) If requested by the Corporation, provide an IRS Form 8821 for each Financial Beneficiary of the Development, as defined in Rule Chapter 67-48, F.A.C., prior to Final Housing Credit Allocation;
  - (8) Be subject to the provisions of Rule Chapter 67-21, F.A.C., pertaining to the required Extended Use Agreement;
  - (9) Be subject to the monitoring fee specified in the RFA; and
  - (10) Receive Building Identification Numbers from the Corporation upon satisfying the above requirements and the Final Cost Certification Application Package requirements of Section 67-21.027, F.A.C.
- g. Term of the SAIL Loan, Affordability Period, and Land Use Restriction Agreement (LURA)
- (1) Rule Chapter 67-48 applies to all SAIL loans.
  - (2) Affordability Commitment and Compliance Period will be 50 years for all Applicants as set forth in the LURA.
  - (4) Applicants will waive the right to seek a qualified contract.

If the Corporation does not provide a qualified contract within the one-year period, and the Applicant repays the SAIL Loan principal and interest in full, the SAIL LURA will terminate in conjunction with the Housing Credit Extended Use Agreement (EUA), upon full repayment of SAIL loan. Additionally, the corresponding three-year tail for termination of tenancy and any increase in

gross rent will apply to the proposed development. The SAIL LURA will not terminate until the SAIL Loan is paid in full.

## 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 Calendar Days of the date of the invitation to enter credit underwriting:
  - a. Respond to the invitation by accessing the development work center through the Procorem secure portal and submit the credit underwriting fee(s), which includes the CNA review fee and TEFRA Fee, if applicable, as outlined in Item 5 of Exhibit C, pursuant to subparagraph 67-48.0072(4)(a), F.A.C.; and
  - b. Verification that the Development either qualifies as a USDA-eligible rural address or does not qualify as a USDA-eligible rural address. Addresses can be verified by visiting <https://eligibility.sc.egov.usda.gov/eligibility/welcomeAction.do>
  - c. If the Applicant is receiving Corporation-issued MMRB, the Credit Enhancer’s Commitment or Bond Purchaser’s Letter of Interest, including a contact person’s name, address and telephone number, credit underwriting standards and an outline of proposed terms, must be provided. The stated amount of the Commitment or Letter of Interest shall not be less than the proposed principal amount of the bonds (including any proposed Taxable Bonds);
  - d. If the Applicant is using Non-Corporation-issued Tax-Exempt Bonds, a copy of the following documentation must be provided, as applicable:
    - (1) If the Credit Underwriting for the bonds is complete and it was prepared by a Credit Underwriter under contract with the Corporation, provide a complete copy of the final Credit Underwriting Report; or
    - (2) If the Credit Underwriting for the bonds has not been completed or has been completed by a credit underwriter not under contract with the Corporation, provide the name of the assigned credit underwriter and a copy of the inducement resolution or acknowledgement resolution awarding the bonds.
  - e. If applicable, confirmation that the bonds have not closed since the Application Deadline.
2. Within 14 Calendar Days of the date of the invitation to enter credit underwriting, if requested by the Corporation, submit IRS Form 8821 for all Financial Beneficiaries as defined in Rule Chapter 67-48, F.A.C.
3. Within 21 Calendar Days of the date of the invitation to enter credit underwriting, submit all of the following. Submission of all documents should be provided electronically to the Corporation at one time.

- a. If awarded 4% Housing Credits, provide the name, mailing address and email address of the chief elected official of the local jurisdiction where the proposed Development is located;
- b. If awarded 4% Housing Credits, provide notification of the Applicant's eligibility for acquisition credits per Section 42 of the IRC, if applicable;
- c. Provide the Applicant's Federal Identification Number and the Employer Identification Number ("EIN") Certificate. 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.
- d. For all successful Applications, demonstrate the following elements are available to the entire proposed Development site **as of the Application Deadline\*** by providing the following:
  - (1) Appropriate Zoning. Demonstrate that 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 **as of the Application Deadline\*** by providing 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. 06-2023); or
    - (b) The Florida Housing Finance Corporation Local Government Verification that Permits are Not Required for this Development form (Form Rev. 07-2022).

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)."

- (2) Demonstrate that water, sewer, electricity, and roads are available to the entire proposed Development site **as of the Application Deadline\*** by providing the following:
  - (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure form which is available on the RFA Webpage. Water and sewer forms have a revision date of 07-2022 and electricity and roads have a revision date of 08-2020; or
  - (b) Documentation from the service provider that contains the Development location and is dated within 12 months of the Application Deadline. The documentation 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.

- (3) Environmental Site Assessment. 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 (Forms Rev. 07-2022) which are available on the RFA Webpage. Note: If a Phase II ESA is required, but has not been completed by the stated deadline, contact Corporation staff to request an extension for submission of the Phase II ESA form;

**\* To demonstrate that these were in place as of the Application Deadline, the documents must be dated on or before the Application Deadline. The Corporation will rescind the award of any Applications that fail to meet this requirement.**

- e. Provide the identity of the remaining members of the Development Team (i.e., inexperienced co-Developer(s), General Contractor, Architect, Attorney, Accountant, and for Elderly ALF only, Service Provider), 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: 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 and the Florida Housing Finance Corporation Attorney Certification for MMRB, SAIL, HOME and/or other Gap Loans form.
  - (5) Identify the Accountant by providing the completed and executed Florida Housing Finance Corporation Certification of Accountant form.
  - (6) Identify the Service Provider by providing the completed and executed Florida Housing Finance Corporation Service Provider or Principal of Service Provider Certification form (for Elderly ALF Developments only).

The certification forms (Forms Rev. 08-2022) are available on the RFA Webpage. Note: The use of any prior version of these forms will not be acceptable to meet this requirement.

- f. Provide a Tenant Selection Plan to the Corporation for review and approval. The Tenant Selection Plan Guidelines and Tenant Selection Plan Checklist can be found on the webpage <https://www.floridahousing.org/programs/developers-multifamily-programs/competitive> (also available by clicking [here](#)). Exhibit G of the RFA also describes requirements for tenant selection policies. If a Development has a Housing Assistance Payment and/or an Annual Contributions Contract with HUD, HUD approval shall be demonstrated to the Corporation prior to the completion of the final credit underwriting report;
- g. Provide confirmation that the owner will submit the fully executed Link MOU for the Corporation's approval within nine months of the invitation to enter into credit underwriting, as described in Exhibit E;
- h. Provide confirmation that all construction features committed to and proposed by the Applicant shall be located on the Development site;
- i. 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;
- j. 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 Applicant 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;
- k. If awarded 4% Housing Credits, 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 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 provided 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;
- l. If there are existing occupied units as of Application Deadline, 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;
  - m. If awarded 4% Housing Credits, and if the Applicant indicated that the proposed Development is the first phase of a multiphase Development, 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;
  - n. If awarded 4% Housing Credits, and 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;
  - o. If awarded 4% Housing Credits, provide confirmation that the limited partnership agreement or limited liability operating agreement will comply with the operating deficit reserve requirement outlined in Section Four A.10.c.(4) of the RFA;
  - p. If the Applicant applied as a Non-Profit Applicant, provide the following:
    - (i) Demonstration of how the Non-Profit entity is materially and substantially participating in the predevelopment, management, and operation of the proposed Development throughout the compliance period, within the meaning of material

participation as defined in 26 USC §469, 26 USC §42, by submitting the Executive Director Certification of Non-Profit Entity Material Participation form (Rev. 09-2022); and

(ii) Demonstration of Non-Profit entity qualifications

(A) The IRS determination letter\* demonstrating that the Non-Profit is organized under Section 501(c)(3) or 501(c)(4) of the Internal Revenue Code; and

(B) The articles of incorporation demonstrating that one of the purposes of the Non-Profit entity is to foster low-income housing.

\*In the event the Non-Profit entity is subject to a group exemption under the Internal Revenue Code, provide the IRS determination letter for the parent corporation, and the list of exempt entities from the IRS which includes the Non-Profit entity in this Application. If the list of exempt entities has not yet been issued by the IRS, provide a copy of the request from the parent corporation to the IRS requesting group exemption status for the Non-Profit entity named in this Application. The IRS determination letter for the parent corporation must meet the requirements of (ii)(A) above.

4. The Applicant will submit the fully executed Link MOU for the Corporation's approval within nine months of the date of the invitation to enter credit underwriting, as described in Exhibit E;
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; and
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. If the Applicant indicated that the proposed Development will be assisted with funding under the RD 538 Program and expects to use such funding as a source of financing, the Section 538 Selection Letter sent to the Applicant by RD must be provided;
  - c. 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. The Americans with Disabilities Act Certification forms (Rev. 02-20) are available on the RFA Webpage;

- d. If the Applicant is requesting 4% Housing Credits that will be used with County HFA-issued Tax-Exempt Bonds and the Applicant indicates that the proposed Development is eligible for the basis boost, the Applicant will be required to provide a letter certifying the date the bond application was deemed complete.
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, if applicable;
  - 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 Enhanced Structural Systems Construction qualifications;
  - 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. With the exception of Developments financed with HUD Section 811 or United States Department of Agriculture RD program, and Applicants that select the Elderly ALF Demographic Commitment, Developments that have a Housing Assistance Payment and/or an Annual Contributions Contract with HUD, must demonstrate HUD approval within a Tenant Selection Plan for an owner-adopted preference or special admissions preference specifically for individuals or families who are referred by a designated Referral Agency serving the county where the Development is located;
  - f. The proposed Development's first phase or subsequent phase's status;
  - g. Review of the Total Development Cost and its effect on the Total Development Cost Per Unit Limitation and, if applicable, the SAIL Request amount;
  - h. Whether 75 percent occupancy status met as of Application Deadline; and
  - i. The proposed Development has a minimum of five units per building.

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.

## **Exhibit E – Additional requirements for the Link Units for Persons with Special Needs**

The Link to Permanent Housing Strategy (Link) enhances the ability of extremely low income (ELI) households with special needs to access and retain affordable rental housing in their communities. The Corporation requires Developers to provide a specified percentage of a Development's ELI Set-Aside units for special needs households receiving community-based supportive services who are referred by a designated supportive services agency in the community where the Development is located. All Link units must do the following:

### **I. Link Set-Aside Requirements**

With the exception of Developments financed with HUD Section 811 or United States Department of Agriculture RD program, and Applicants that select the Elderly ALF Demographic Commitment, for the entire Compliance Period as specified in both the regulatory agreement and as stated in the RFA, the Development shall set aside the required percentage of the ELI Set-Aside units as Link Units for Persons with Special Needs. At least one member of each Link unit's household shall be referred by a Special Needs Household Referral Agency (Referral Agency) with which the owner executes a Link Memorandum of Understanding (MOU) approved by the Corporation.

### **II. Link Memorandum of Understanding (MOU)**

The Corporation has established and maintains a list of supportive service agencies or organizations serving each county, each of which is designated as a Referral Agency. The current list of designated Special Needs Household Referral Agencies for each county is published on the Corporation's Website under the Quick Links section at <https://www.floridahousing.org/programs/special-needs-housing-overview/serving-special-needs> (also accessible by clicking [here](#)). These agencies are statewide, regional or local organizations that administer community-based supportive services to the populations served by Link.

The MOU is a formal agreement between the owner and a Referral Agency that specifies the intent of the Link Strategy and describes the roles and responsibilities of each party to the MOU. The MOU form to be executed shall be the version most recently provided on the Corporation's website at <https://www.floridahousing.org/programs/developers-multifamily-programs/competitive/link-units-for-persons-with-special-needs-information> (also accessible by clicking [here](#)).

- A. The owner shall execute an MOU with at least one designated Referral Agency serving the county and intended population where the Development will be located and rent units to households referred by the Referral Agency with which the MOU is executed.
- B. As stated in Exhibit D, within nine months of the date of the invitation to enter credit underwriting, submit the fully executed Link MOU for the Corporation's approval. If the owner is unable to meet the deadline, an extension may be requested from the Corporation, and a non-refundable processing fee of \$5,000 shall be charged to the owner.

- C. Prior to execution of the MOU, but not later than 10 Calendar Days before the deadline by which the fully-executed MOU shall be received by the Corporation, the MOU form stipulated in the applicable RFA shall be completed and reviewed by the owner and Referral Agency, and then submitted by the owner to the Corporation for review and preliminary approval.
- D. After review and preliminary approval of the MOU by the Corporation, and no later than the deadline established in the invitation to enter into credit underwriting, the owner shall provide one original fully-executed hard copy of the MOU to the Corporation. Once approved by the Corporation, the owner shall arrange for a copy of the approved MOU to be maintained on file at the site of the Development's records for compliance monitoring purposes.
- E. When the owner is noncompliant because no Referral Agency that serves the county where the Development is located is available to execute an MOU, the noncompliance shall be held in a correction period status until the earlier of (i) approval by the Corporation of an MOU executed with a new Referral Agency, or (ii) the passage of 45 Calendar Days following placement of a Referral Agency that serves the Development's county onto the Corporation's Referral Agency list.
- F. When a Referral Agency notifies the owner of its intent to terminate an MOU, the owner shall notify the Corporation of the MOU termination by email, at [Link@floridahousing.org](mailto:Link@floridahousing.org), within five Calendar Days of receiving the notification from the Referral Agency. The owner shall then select another Referral Agency for the Development's county and obtain approval from the Corporation for the MOU executed with the new Referral Agency no later than 45 Calendar Days after receipt of notification from the prior Referral Agency of its intent to terminate the MOU.
- G. When an owner intends to terminate an MOU, the owner shall repeat the process outlined in all of the steps above to obtain approval from the Corporation for a new MOU executed with another Referral Agency before termination of the prior MOU may become effective.
- H. The Corporation may require the owner to terminate an MOU with a Referral Agency if that partnership is not effective in meeting the intent of the Link Set-Aside Requirement. The owner shall execute another MOU with a new Referral Agency before terminating the MOU. The owner shall follow the process outlined in all of the steps above to obtain approval from the Corporation.

### III. Tenant Selection and Preferences

- A. **Leasing Activity (Lease-up and Pre-leasing):** During leasing activities, the owner shall make all units available for the intended Link households referred by the Referral Agency, until the Development's Link Set-Aside Requirement has been met. If the Development has not met its Link Set-Aside Requirement by the passing of 30 Calendar Days after the last unit is actually available for occupancy, the owner may lease the units to any eligible household.

- B. Once the Development's leasing activity is completed, a vacant unit formerly occupied by a Link household shall be held open for intended households referred by the Referral Agency for a period of 30 Calendar Days starting from the date the vacated unit is suitable for occupancy and ready to lease. The owner shall notify the Referral Agency that a unit is available on or before the date that the vacated unit becomes suitable for occupancy and ready to lease, but no more than 30 Calendar Days before the unit is anticipated to be ready to lease. The vacated unit shall retain the Link classification until next occupied, at which time the classification of the new household shall be applied to the unit.
- C. When the Development is an Acquisition/Rehabilitation Development that is occupied at the earlier of either loan closing or site acquisition, all units (at any AMI set-aside level) that become available and are suitable for occupancy and ready to lease shall be prioritized for intended households referred by the Referral Agency until the Link requirement has been met for Developments with a Housing Assistance Payment contract and/or an Annual Contributions Contract with HUD: The waiting list section of the Tenant Selection Plan shall establish selection preferences or a section for special admissions specifically for individuals or families who are referred by a designated Referral Agency. The Tenant Selection Plan shall be submitted by the owner to the Corporation for review and preliminary approval before sending to HUD. HUD approval may take several months. HUD approval shall be demonstrated to the Corporation prior to the completion of the final credit underwriting report.
- D. Owners that have a Housing Assistance Payment Contract and/or an Annual Contributions Contract with HUD shall maintain a separate waiting list for referred applicants and prioritize these individuals for any available Link units. During and after lease-up, Referral Agency referrals must be moved in first, regardless of chronological order of the general waiting list, until all Link units are occupied with Referral Agency referrals.

### **III. Notification of the Availability of Units for Referral of Intended Link Households**

- A. The owner shall meet with the chosen Referral Agency to review the Link roles and responsibilities of each party, the household income limitation and other eligibility criteria for tenancy, household move-in expenses and on-going monthly rental payments. The meeting shall be held no less than 45 Calendar Days before the anticipated commencement of any activities related to the leasing of any unit in the Development. The owner shall maintain documentation of the meeting with the Referral Agency and shall provide a copy for review by the Corporation upon its request.
- B. Communication between the owner and the Referral Agency's designated contact person related to activities in this section shall be conducted via email. Activities that must be conducted by email are as follows:
  1. Requests to develop MOU with Referral Agency;
  2. Draft reviews of MOUs between the parties;
  3. Final version of executed MOU;



4. Current contact information for the contact staff designated by the owner and Referral Agency and listed in the MOU;
  5. Notifications of unit availability;
  6. Number of Calendar Days unit will be held open for referrals;
  7. Information about rental policies and eligibility criteria;
  8. Outcome of referrals;
  9. Notifications of issues or concerns that may adversely affect the tenancy of the household; and
  10. Requests for termination of MOU.
- C. The owner shall maintain a Link communication tracking log that documents: (i) the unit number of each offered unit; (ii) the date each unit was suitable for occupancy; (iii) the date of the email notice to the Referral Agency that each unit was available for rent to a Link household, including the dates of required follow up; (iv) date of response from Referral Agency, (v) Referral Agency response, (vi) outcome of referral, and (vii) number of days the unit was held open.
- D. If an owner notifies a Referral Agency that a unit is available and the Referral Agency does not respond, the owner shall contact the Referral Agency at least three times, at intervals of no less than seven Calendar Days, during the 30-day period after the initial notice of unit availability was sent to the Referral Agency. The owner shall document all notification activity on its Link communication tracking log.
- E. The owner shall notify the Referral Agency regarding the outcome of each referral within one business day after a determination is made regarding the household's eligibility to occupy the available unit.
- F. If a referral does not result in occupancy by the referred household, the 30-day holding period shall continue to allow the Referral Agency the opportunity to refer another household. The owner shall follow up with the Referral Agency at intervals of no less than seven Calendar Days during the remainder of the 30-day holding period. The owner shall document all notification activity on its Link communication tracking log.

#### **IV. Link Compliance Monitoring Documentation**

- A. The owner shall cause the following documentation to be maintained on file for compliance monitoring purposes. Such documents shall be made available for inspection by Corporation personnel or its monitoring agents at any reasonable time. The owner shall provide copies of such documents, either electronic or paper, to the Corporation within three business days of any request by the Corporation for such copies.
1. A copy of all active MOUs approved by the Corporation;

2. A copy of all terminated MOUs. Terminated MOUs shall be retained for seven years beyond the period of tenancy for any household referred under the particular MOU;
  3. A copy of any current correction period extensions granted by the Corporation; and
  4. Email communication with the Referral Agency demonstrating timely notification regarding the availability of units for the intended Link household, outcome of each referral, and, when an available unit was not rented to a Link household, the number of days the available unit was held open for intended Link household.
- B. The monthly Program Report submitted to the Corporation by the Development shall reflect the number of Link households residing in an ELI Set-Aside unit.
- C. The Compliance Period committed to in the RFA also includes the units set aside for the Demographic Commitments, which includes the commitments for Link and ELI Households. The affordability period committed to in the RFA includes the units set aside for ELI Households. Although the percentage of units committed to must remain in effect for the entire Compliance Period, the units designated for the Demographic Commitment and AMI commitment must not be limited to the same units throughout the Compliance Period. Doing so may cause the Development to be in non-compliance with Section 42.

## **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 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 with at least one rehabilitation unit. 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 rehabilitation unit shall have a CNA prepared. This may include those with the Development Category of New Construction, if the plan includes rehabilitation of at least one existing unit. Due to closing deadlines outlined in Rule Chapters 67-21, F.A.C. and 67-48, F.A.C., the CNA process will run concurrently with the Credit Underwriting process (which includes the market study and PRL, if applicable).
- b. Upon receipt of the credit underwriting fee(s) and the CNA review fee, the Credit Underwriter shall obtain quotes for the CNA, and invoice the Applicant. The CNA shall be ordered by the Credit Underwriter no later than 7 Calendar Days after receiving the CNA fee deposit. 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 and current or planned improvements to the greatest extent possible:
    - Site survey;
    - Appraisals;
    - As-built drawings or record drawings;
    - Previous accessibility surveys;
    - Planned Capital Improvements;
    - Planned maintenance or replacement;
    - Previous reports on Property condition;
    - Existing Physical Deficiencies and pending work;
    - Warranties for construction products, appliances and equipment;
    - Preventative maintenance requirements;
    - Operations and maintenance plans;
    - Maintenance reports and contracts; and
    - Previous repairs, improvements or replacements.
  - (2) Make all appropriate inquiries to obtain and review any relevant information relating to the Property from the local governmental agencies and departments having jurisdiction over the Property. Documentation should include, to the greatest extent possible:
    - Certificates of Occupancy;
    - Inspection records and certificates;
    - Reports of existing building / fire code violations;
    - Reports of existing regulatory, health or zoning violations; and
    - Documentation of ongoing or pending litigation on Physical Conditions of the Property.
  - (3) Interview Applicant's point of contact and/or maintenance staff via a Pre-Site Visit questionnaire (Appendix E of the CNA Guide) to acquire information about preceding or pending repairs, replacements and their costs, level of preventive maintenance exercised;
  - (4) Conduct a review of the expected useful life of all equipment and building components using the Corporation's Estimated Useful Life Tables (Appendix F of the CNA Guide);
  - (5) Physically inspect the property via visual observation unless specified otherwise;
  - (6) Develop a 15-year replacement reserve table to be used in Credit Underwriting and post-rehabilitation asset management in the prescribed format indicated in Appendix K of the CNA Guide;

- (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 basic development information, evaluation of the Corporation's required construction features (if present), site conditions, building components and systems, amenities and program features and hazardous materials and conditions as indicated in Appendix A of the CNA Guide. The CNA provider should document representative conditions with photographs as prescribed in the CNA Guide 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. Immediate 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 an accessibility survey using the format prescribed in Appendix B of the CNA Guide and the FHFC Accessibility requirements outlined in Sections 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 shall follow the requirements and content as described in section 3.3 of the CNA Guide, and will reflect the CNA provider's independent professional opinion in regard to:
- (1) A summary of all Immediate needs which threaten health or life safety;

- (2) A summary of all known or observed deficiencies pursuant to the FHFC Accessibility requirements outlined in Sections 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 and associated costs of **immediate** repair items, critical repair items, deferred maintenance items for needs to be addressed in less than 12 months from the completion of the CNA, required accessibility items, and other items required by Section Four A.8 of the RFA, in a format prescribed in Appendix J of the CNA Guide;
- (5) A list and associated costs of all long-term physical needs between years 1 and 15 from completion of the CNA in a format prescribed in Appendix K of the CNA Guide. The cost estimate will include both current replacement cost and inflation adjusted replacement costs using a 3% annual inflation factor;
- (6) An estimate of the “reserves necessary for replacements”;
- (7) An estimate of the cost of rehabilitation based on one or more of the following sources:
  - (a) Applicant or Owner provided unit costs;
  - (b) Owner’s historical experience costs;
  - (c) Consultant’s cost database or cost files;
  - (d) Commercially available cost information or published commercial data;
  - (e) Third-party cost information from contractors, vendors, or suppliers; and/or
  - (f) Other qualified sources that the Corporation determines appropriate.
- (8) An executive summary as described in section 3.3 of the CNA Guide;
- (9) An evaluation of site conditions (as applicable) as indicated in Appendix A section III of the CNA guide;
- (10) An evaluation of building components and systems conditions (as applicable) as indicated in Appendix A section IV of the CNA guide;
- (11) An evaluation of conditions of any existing FHFC required construction features as indicated in Appendix A section II of the CNA guide;
- (12) An evaluation of fixtures, casework and equipment conditions (as applicable) as indicated in Appendix A section V of the CNA guide;

- (13) Evaluation of conditions of any amenities and program features on the property as indicated in Appendix A section VI of the CNA guide;
  - (14) A description of directly observed or potential on-site hazardous materials and conditions as indicated in Appendix A section VII of the CNA guide;
  - (15) An analysis of the estimated remaining useful life of the property, which shall be in the format prescribed by Appendices H and I of the CNA Guide;
  - (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 Sections 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. The CNA provider shall include supporting documentation (plan sketch with dimensions, photographs, etc.) that support their conclusion.
  - 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. The CNA provider will complete a draft of the Rehabilitation Scope of Work spreadsheet, utilizing the information gathered from steps 3-7 above and each Rehabilitation Scope of Work must include the measures listed below. The Rehabilitation Scope of Work spreadsheet (rev. 05-2020) is attached to this Exhibit.
    - (1) A minimum per unit hard cost budget of non-luxury improvements as specified in the RFA.

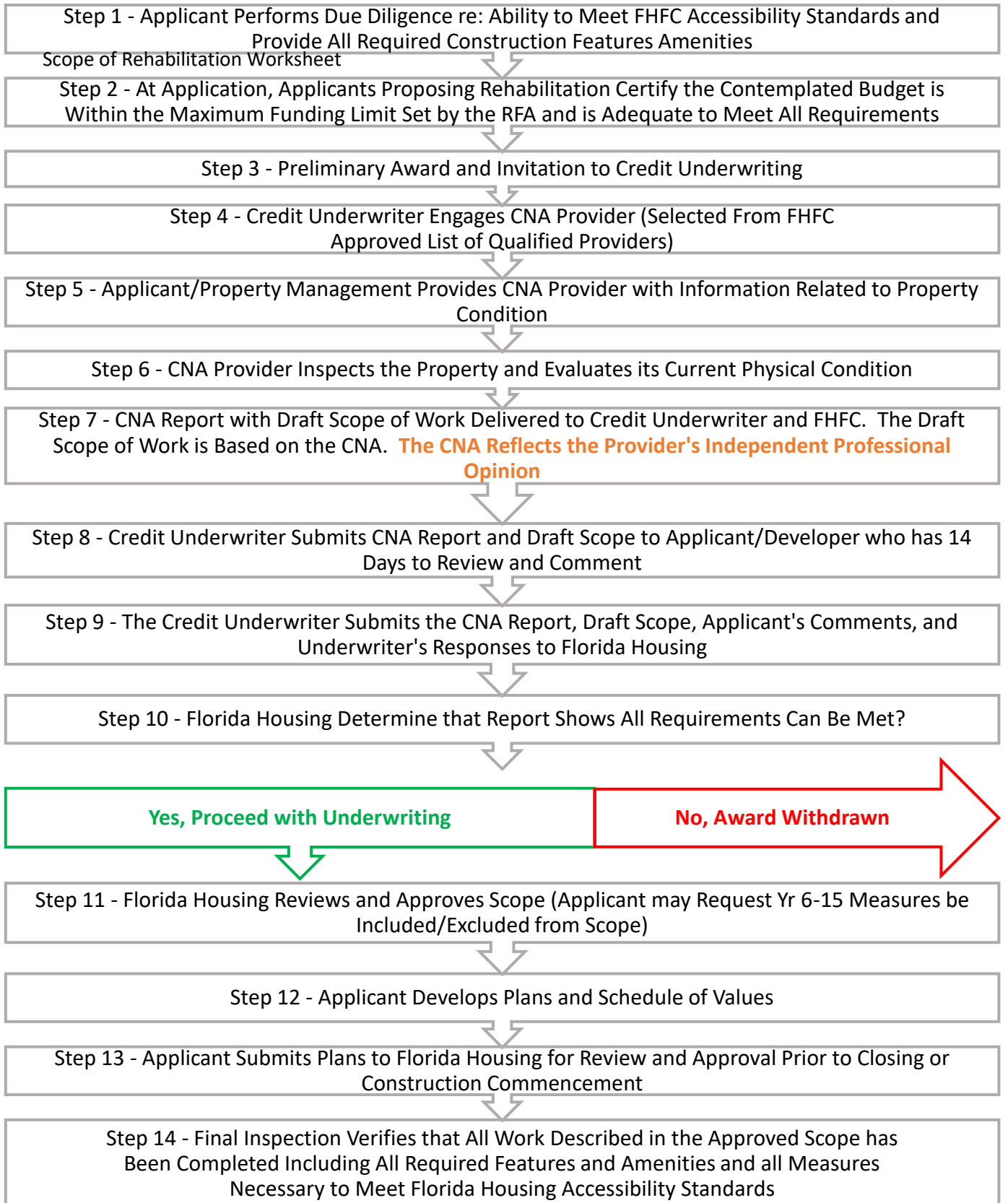
- (2) Corrective actions for all Immediate and Critical needs noted in the CNA including all deficiencies which threaten health and life safety, as well as observed and recorded building or fire code issues.
  - (3) The replacement of any component of the building or site with an effective remaining useful life, according to the Corporation's Estimated Useful Life Tables (Appendix F of the CNA Guide, 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 the Corporation's Estimated Useful Life Tables (Appendix F of the CNA Guide, 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 with all applicable Florida Housing accessibility requirements upon completion of work.
  - (9) Compliance with Uniform Physical Condition Standards (UPCS) upon completion of work.
- b. The CNA Provider will populate the Scope of Rehabilitation Worksheet with the measures identified in the CNA in the following order:
- (1) All Immediate needs noted in the CNA including all deficiencies which threaten health and life safety (Immediate 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 Critical needs noted in the CNA (Critical Needs in the template);
  - (3) All work required to meet FHFC accessibility requirements (Accessibility Requirement in the worksheet);
  - (4) Any item required in the applicable RFA, or promised by the Applicant at the time of Application (RFA Requirement in the worksheet);
  - (5) Any component of the building or site with an effective remaining useful life of less than 5 years (5 yr Need in the worksheet);



- (6) 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
  - (7) Enhancements required to make the property marketable (Marketability in the worksheet).
- c. 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.
- d. Once the CNA report is completed by the CNA provider, the report will be sent to the Credit Underwriter and the Corporation, with the draft Rehabilitation Scope of Work spreadsheet, as soon as practicable, but no later than 30 days after the completion of the site inspection.
- e. Upon receipt of the CNA report and draft Scope of Work, the Credit Underwriter will forward the documents to the Applicant. The Applicant shall then have a 14 Calendar Day review period in which the Applicant may provide addition information and comment 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. At 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 Sections 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 Sections 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 shall 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



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

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<br>(Select from drop-down menu) | Describe scope: materials, performance specifications | QUANTITY<br>(Enter # of Units) | UNIT DESCRIPTION<br>(cf. ea, etc.) | UNIT COST<br>(Enter Cost Per Unit) | TOTAL COSTS<br>(quantity * unit cost) |
|---------------------------------------------------------------------------------|-----------------------------------------------|-------------------------------------------------------|--------------------------------|------------------------------------|------------------------------------|---------------------------------------|
| <b>Accessibility</b>                                                            |                                               |                                                       |                                |                                    |                                    |                                       |
| convert existing units to UFAS-compliant 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>                                             |                                               |                                                       |                                |                                    |                                    |                                       |
| <b>Total (Landscaping &amp; Irrigation)</b>                                     |                                               |                                                       |                                |                                    |                                    |                                       |
| <b>Structure &amp; Building Envelope</b>                                        |                                               |                                                       |                                |                                    |                                    |                                       |
| <b>Total (Structure &amp; Building Envelope)</b>                                |                                               |                                                       |                                |                                    |                                    |                                       |
| <b>Mechanical, Electrical, Plumbing</b>                                         |                                               |                                                       |                                |                                    |                                    |                                       |
| DHW                                                                             |                                               |                                                       |                                |                                    |                                    | \$0.00                                |
| HVAC                                                                            |                                               |                                                       |                                |                                    |                                    | \$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>                                            |                                               |                                                       |                                |                                    |                                    |                                       |
| <b>Total (Common Area Interior Elements)</b>                                    |                                               |                                                       |                                |                                    |                                    |                                       |
| <b>Unit Interior Elements</b>                                                   |                                               |                                                       |                                |                                    |                                    |                                       |
| <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>                                   |                                               |                                                       |                                |                                    |                                    |                                       |
| Immediate Need                                                                  |                                               |                                                       |                                | 0.0%                               |                                    | \$0                                   |
| Critical Needs                                                                  |                                               |                                                       |                                | 0.0%                               |                                    | \$0                                   |
| RFA Requirement                                                                 |                                               |                                                       |                                | 0.0%                               |                                    | \$0                                   |
| Accessibility Requirement                                                       |                                               |                                                       |                                | 0.0%                               |                                    | \$0                                   |
| Deferred Maintenance                                                            |                                               |                                                       |                                | 0.0%                               |                                    | \$0                                   |
| Need in Years 1-5                                                               |                                               |                                                       |                                | 0.0%                               |                                    | \$0                                   |
| Need in Years 6-15                                                              |                                               |                                                       |                                | 0.0%                               |                                    | \$0                                   |
| Marketability                                                                   |                                               |                                                       |                                | 0.0%                               |                                    | \$0                                   |
| Other                                                                           |                                               |                                                       |                                | 0.0%                               |                                    | \$0                                   |

\*To Insert Rows, select a cell on the blank row immediately above the applicable subsection total row (for instance, row 20). Then, while in the "Home" tab of the menu ribbon at the top, click open the "Insert" icon within the Cells Menu Group and choose the "Insert Sheet Rows" menu option. This will insert one new row. If you want to insert more than one row, highlighting as many rows as you need to insert, but the first row must be the blank row identified above and follow the remaining instructions. Once you have inserted the number of rows needed, copy the cell in total column (column G) from the last row that has a row total (for instance, cell G19) onto column G of the newly inserted rows.

## Exhibit G - Tenant Selection Requirements

A written Tenant Selection Plan must be provided that reflects the requirements described in this Exhibit which addresses the following:

- Federal Accessibility Requirements
- Tenant Selection Criteria for All Households
- Tenant Selection Criteria for Extremely Low Income (ELI) Household

### Federal Accessibility Requirements

The Tenant Selection Plan must include a statement that the Development meets the following accessibility federal requirements, incorporating the most recent amendments, regulations, and rules:

- The Fair Housing Act as implemented by 24 CFR 100
- Section 504 of the Rehabilitation Act of 1973
- Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR 35

### Tenant Selection Criteria for All Households

#### *Screening criteria for all households*

The Applicant must adhere to the following tenant selection criteria when evaluating the eligibility of all households applying for tenancy:

- Arrest Record: The arrest record of a household member will not be considered when determining any household's application for tenancy.
- Rental Assistance: For households with publicly funded rental assistance, the income requirement will be based on the household's paid portion of the rent.

#### *Application for Tenancy*

Applicant must include and prominently place the following information in the Development's application for tenancy packet that is provided to all interested households:

- The tenant selection approach and criteria used to evaluate and determine a household's application for tenancy. The criteria under which a household was screened and evaluated, as well as the determination, must be included in each tenant household's file.
- The approach regarding a household's notification and appeal process and timeline if the household's application is rejected or determined ineligible.
- A description of reasonable accommodations or reasonable modifications for persons with disabilities, pursuant to Section 504 of the Rehabilitation Act of 1973. The description shall include accommodations that must be considered by the Development such as physical dwelling unit modifications for greater accessibility and use, as well as individualized assessments of mitigating factors related to a disability that adversely affected a household's credit, eviction, or criminal history. The description shall also include the process for requesting a reasonable accommodation, the determination approach, and decision-making timelines.

- A description of an applying household's or existing tenant's housing protections pursuant to the Violence Against Women Reauthorization Act of 2013 (VAWA). The description will include that applying households may request that the Development conduct an individualized assessment of mitigating factors related to being a victim of domestic violence, dating violence, sexual assault, and stalking that adversely affected the household's credit, eviction, or criminal history.

#### *Notification of Rejection or Ineligibility for Tenancy*

The Applicant must, at a minimum, notify any household that their application for tenancy was rejected or determined ineligible through a documented process such as a written letter or email to the address provided by the household.

- The notification will be provided to a household within 5 business days from the day the determination is made.
- The notice must include information regarding:
  - The reasons a household's application for tenancy was rejected or determined ineligible.
  - A household's right to appeal the Development's decision, as well as complete instructions regarding how a household may appeal the decision.

#### Tenant Selection Criteria for Extremely Low Income (ELI) Households

##### *Screening criteria for ELI households*

The Applicant must adhere to the following tenant selection criteria when evaluating the eligibility of a household applying for tenancy in a unit set aside for Extremely Low Income (ELI) Households:

- Credit History: The credit history related to medical expenses, cable and internet services will not be taken into consideration when conducting credit checks.
- Income Requirement Policy: The household monthly income must not be required to be more than two times the monthly rent. (e.g., If the monthly rent is \$500, the household monthly income will not be required to exceed \$1,000.)
- Evictions: The eviction history look-back period must not be more than 5 years. A household is permitted one eviction during the 5-year look-back period, unless the eviction was due to causing physical harm to development staff, tenants, or intentional property damage.

##### *ELI Tenant Application Fees and Deposits*

The Applicant must adhere to the following tenant application fees and deposits requirements for a household applying for tenancy in a unit set aside for extremely low-income households:

- It is prohibited to charge a fee to a household that is applying for tenancy in a unit that is set aside for extremely low-income households for the purposes of reserving or holding a unit.
- The application for tenancy fee will be no more than \$35 per adult in a household.
- A security deposit for new tenant households will be not more than the amount of one month's rent.

*For Development with requirements for Link/Special Needs requirements*

The Tenant Selection Plans must include a Preference in their Waiting List section. Owners must create a preference specifically for individuals or families who are referred by a Florida Housing-designated Special Needs Referral Agency. The Tenant Selection Plan must include the following language:

*This Development has adopted a preference to house X number of units of the Extremely Low Income (ELI) units within the Development to be set aside for Persons with Special Needs as defined in 420.0004(13) Florida Statutes. These set aside units are known as Link units. These units shall be set aside specifically for individuals or families who are referred by a Florida Housing-designated Referral Agency. The Development must prioritize these referred individuals for an available Link unit.*

- During and after lease-up, Referral Agency referrals must be moved in first, regardless of chronological order of the general waiting list, until all Link units are occupied with Referral Agency referrals.
- The Tenant Selection Plan shall be submitted by the Applicant to the Corporation for approval within 21 Calendar Days of the date of the invitation to enter credit underwriting.

*Properties with HUD assistance, including Project-Based Assistance, Public Housing Agencies, and those administering Public Housing Programs*

Properties that have contracts with HUD or Public Housing Authorities' rental assistance programs and also have the Florida Housing Link/Special Needs requirement must handle their waiting list to reflect both HUD and Florida Housing requirements. In order to do this, Florida Housing has determined that establishing an owner-adopted preference with a Florida Housing-designated Special Needs Referral Agency is the correct method for complying with Florida Housing and HUD requirements.

- The Waiting List section of the Tenant Selection Plan must include a preference for Special Needs households that are referred by a Florida Housing-designated Special Needs Household Referral Agency.
- HUD regulations require Tenant Selection Plans that implement preferences to have HUD approval. This is the case if there are new Plans in new properties, as well redevelopment, RAD conversions, or substantially rehabilitated properties.
- If a Development has an existing Tenant Selection Plan, Applicant must amend the Plan. Applicants are required to submit the amended Plan with the preferences to their account manager in the field office. The Plan must be sent to the Corporation for preliminary approval before sending to HUD.