

**STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION**

MARQUIS PARTNERS, LTD.,

Petitioner,

FHFC Case No. 2018-026BP

FHFC RFA No. 2017-113

App. No. 2018-279C

vs.

FLORIDA HOUSING
FINANCE CORPORATION,

Respondent.

**FORMAL WRITTEN PROTEST AND
PETITION FOR FORMAL ADMINISTRATIVE HEARING**

Petitioner, Marquis Partners, Ltd., by and through its undersigned counsel and pursuant to sections 120.57(1) and (3), Florida Statutes, Florida Administrative Code Chapters 28-110, 67-48 and 67-60, and Section Six of Request for Applications 2017-113 issued by the Florida Housing Finance Corporation (“RFA 2017-113”), hereby files its Formal Written Protest and Petition for a Formal Administrative Hearing (“Petition”) to contest Florida Housing’s preliminary award of Housing Credits and scoring determinations as set forth herein. In support of its Petition, Marquis states as follows:

I. Parties

1. Petitioner, Marquis Partners, Ltd. (“Petitioner” or “Marquis”), is a Florida limited partnership. Marquis’ business address is 2100 Hollywood Boulevard, Hollywood, Florida 33020, but Marquis’ address for purposes of this proceeding is that of its undersigned counsel.

2. Respondent, Florida Housing Finance Corporation (“Respondent” or “Florida Housing”) is the agency affected by the Petition. Florida Housing is a public corporation created

by section 420.504, Florida Statutes. Its business address is 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329.

II. Notice

3. On March 16, 2018, Marquis received notice of Florida Housing's intended decisions to award Housing Credits and scoring determinations pursuant to RFA 2017-113. At that time, Florida Housing's Board of Directors ("Board") approved preliminary awards of Housing Credits and scoring determinations, and Florida Housing posted notices of Board action on its website. A copy of the preliminary awards and scoring determinations approved by the Board and posted by Florida Housing are attached as Exhibits A and B.

4. On March 21, 2018, Marquis filed its notice of intent to protest Florida Housing's intended decisions. A copy of Marquis' notice is attached as Exhibit C.

5. This Petition is timely filed in accordance with section 120.57(3) of the Florida Statutes and Florida Administrative Code Rules 28-110.004 and 67-60.009.

III. Background

6. Florida Housing is a public corporation created by section 420.504, Florida Statutes, to administer the governmental function of awarding various types of funding for affordable housing in Florida. One of the programs administered by Florida Housing is the federal low income housing tax credit program. Florida Housing is designated as the Housing Credit agency for the State of Florida within the meaning of Section 42(h)(7)(A) of the Internal Revenue Code. See § 420.5099, Fla. Stat. Housing Credits (also known as tax credits) are a dollar-for-dollar offset to federal income tax liability. Developers who receive an allocation of Housing Credits receive the awarded amount every year for ten years. The developer usually

sells the Housing Credits to a syndicator that in turn sells them to investors seeking shelter from federal income taxes.

7. Florida Housing has the responsibility and authority to establish procedures for allocating and distributing Housing Credits. In accordance with that authority, Florida Housing has adopted chapter 67-60, Florida Administrative Code, which governs the competitive solicitation process for several programs, including the Housing Credit program. Other administrative rule chapters relevant to the selection process are chapter 67-48, which also governs competitive affordable multifamily rental housing programs, and chapter 67-53, which governs compliance procedures. Applicants for an allocation of Housing Credits are required to comply with RFA 2017-113 and each of the three administrative rule chapters referenced in this paragraph. See Exhibit D, at p. 6

8. Pursuant to its foregoing authority, Florida Housing issued RFA 2017-113 on October 6, 2017 and thereafter modified it twice. Florida Housing issued the final version of RFA 2017-113 on November 29, 2017. See Exhibit D.

9. RFA 2017-113 states that Florida Housing intends to allocate Housing Credits for affordable, multifamily housing developments in six Florida counties. More particularly, RFA 2017-113 summarizes itself as follows:

This Request for Applications (RFA) is open to Applicants proposing the development of affordable, multifamily housing located in Broward County, Duval County, Hillsborough County, Orange County, Palm Beach County, and Pinellas County.

Under this RFA, Florida Housing Finance Corporation (the Corporation) expects to have up to an estimated \$14,601,863 of Housing Credits available for award to proposed Developments located in Broward County, Duval County, Hillsborough County, Orange County, Palm Beach County, and Pinellas County. 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 Exhibits A, B, C, D, E, and F, applicable laws, rules and regulations, and the Corporation's generally applicable construction and financial standards.

Exhibit D, at p. 2.

10. RFA 2017-113 established an Application Deadline of December 28, 2017. Applications in response to RFA 2017-113 were due to be filed on or before the Application Deadline.

11. Florida Housing received 33 applications in response to RFA 2017-113, including application number 2018-279C submitted by Marquis.

12. Marquis timely submitted application number 2018-279C requesting an allocation of \$1,727,000 in Housing Credits for its proposed 100-unit affordable, multifamily housing development in Broward County.

13. RFA 2017-113 sets forth criteria by which applications are reviewed and scored by a review committee. Certain criteria determine an application's eligibility for an award of Housing Credits while others determine an application's ranking amongst competing, eligible applications.

14. RFA 2017-113 ranks eligible applications according to the following "Application Sorting Order":

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 as follows:

- (1) First, by the Application's eligibility for the Proximity Funding Preference (which is outlined in Section Four A.5.e. of the RFA) with Applications that qualify for the preference listed above Applications that do not qualify for the preference;
- (2) Next, by the Application's eligibility for the Per Unit Construction Funding Preference which is outlined in Section Four A.11.e. of

the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);

- (2) Next, by the Application's eligibility for the Development Category Funding Preference which is outlined in Section Four A.4.b.(4) of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);
- (3) Next, by the Application's Leveraging Classification, applying the multipliers outlined in Item 3 of Exhibit C of the RFA (with Applications having the Classification of A listed above Applications having the Classification of B);
- (4) Next, by the Application's eligibility for the Florida Job Creation Funding Preference which is outlined in Item 4 of Exhibit C of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference); and
- (5) And finally, by lottery number, resulting in the lowest lottery number receiving preference.

Exhibit D, at pp. 66-67.

15. RFA 2017-113 provides for an allocation of Housing Credits to the highest ranking, eligible proposed development in Broward County, and potentially to the second highest ranking, eligible proposed development in Broward County if a proposed development by a Non-Profit Applicant has already been allocated Housing Credits under the "Funding Selection Process."

16. Based on the ranking of eligible applications according to the Application Sorting Order, RFA 2017-113 provides for the selection of applications for awards of Housing Credits according to the following "Funding Selection Process":

The Funding Selection Process

- a. The highest ranking eligible Application will be selected for funding for proposed Developments located in each of the following counties for which an eligible Application was received: Broward, Duval, Hillsborough, Orange, Palm Beach, and Pinellas.

- b. If funding remains after funding the highest ranking eligible Applications as outlined in a. above, and if none of the Applications selected for funding in a. above qualify for the Non-Profit goal, the next Application selected for funding will be the highest ranking eligible unfunded Application wherein the Applicant applied and qualified as a Non-Profit Applicant, regardless of county. If the selected Application cannot be fully funded, it will be entitled to receive a Binding Commitment for the unfunded balance.
- c. If funding remains after funding the highest ranking eligible Applications as outlined in a. above and at least one (1) of the selected Applications qualified for the Non-Profit goal, the next Application selected for funding will be the highest ranking eligible unfunded Application in Broward County. If the selected Application cannot be fully funded, it will be entitled to receive a Binding Commitment for the unfunded balance. If funding remains after selecting the highest ranking eligible unfunded Broward County Application, or if there is no eligible unfunded Application located in Broward County, no additional Applications from any county will be selected for funding and any remaining funding will be distributed as approved by the Board.

Exhibit D, at p. 67.

IV. Substantial Interests Affected

17. This Petition concerns the scoring and allocation of Housing Credits to applications for proposed developments in Broward County.

18. Florida Housing preliminarily scored and selected application number 2018-284C submitted by Sailboat Bend II, Ltd. (“Sailboat Bend II”) for an award of Housing Credits as the highest ranking, eligible application for a proposed development in Broward County under subpart (a) of the Funding Selection Process. See Exhibits A & B.

19. Because the preliminary awards of Housing Credits under subpart (a) of the Funding Selection Process include awards to applications submitted by qualified Non-Profit Applicants -- Sailboat Bend II and West Lakes Phase II, LP (“Pendana at West Lakes”) -- Florida Housing preliminarily selected Marquis for an award of Housing Credits as the second

highest ranking, eligible application for a proposed development in Broward County under subpart (c) of the Funding Selection Process.

20. However, each of the three applicants that submitted applications for proposed developments in Broward County but were not preliminary selected for an award of Housing Credits -- HTG Village View, LLC (“Village View”); Casa Sant’Angelo, Ltd. (“Casa Sant’Angelo”); and Douglas Gardens IV, Ltd. (“Douglas Gardens IV”) -- have noticed their intent to protest Florida Housing’s preliminary awards of Housing Credits and scoring determinations. See Exhibits E, F, & G. All reasonable inferences suggest that the preliminary scoring and award of Housing Credits to Marquis will be the target of the petitions simultaneously being filed by Village View, Casa Sant’Angelo, and Douglas Gardens IV. While Marquis affirmatively states that it is eligible and was properly selected for an award of Housing Credits, the outcome of these proceedings may result in Marquis falling from the second to third highest ranking, eligible applicant for a proposed development in Broward County and losing its preliminary award of Housing Credits under subpart (c) of the Funding Selection Process.

21. By way of example, if Marquis remains eligible but its “points” are reduced from 20 to 15, Village View may become the second highest ranking, eligible applicant for a proposed development in Broward County and be awarded Housing Credits under subpart (c) of the Funding Selection Process. In that hypothetical, the applicants’ “lottery numbers” will be determinative under the Application Sorting Order; Village View has a lower lottery number than Marquis (1 versus 9); and thus Marquis would not receive an award of Housing Credits.

22. Marquis’ substantial interests are being determined in this proceeding because it is an applicant for an award of Housing Credits in RFA 2017-113; Sailboat Bend II is ineligible for an award of Housing Credits under RFA 2017-113; and Marquis will be awarded Housing

Credits notwithstanding the foregoing hypothetical in paragraph 21 if Florida Housing's scoring is corrected to reflect the fact that Sailboat Bend II is ineligible for an award of Housing Credits under RFA 2017-113. If Sailboat Bend II is deemed ineligible, Marquis will either become the highest ranking or remain the second highest ranking, eligible applicant for a proposed development in Broward County after the reshuffling of applicants according to the Application Sorting Order, both of which will receive an award of Housing Credits under the Funding Selection Process.

Sailboat Bend II

23. Sailboat Bend II submitted application number 2018-284C for a proposed 110-unit affordable, multifamily development in Broward County.

24. However, the application is ineligible because Sailboat Bend II misstates its sources and uses of funding in its application.

a. First, an accurate and complete development cost pro forma is a submission requirement under RFA 2017-113. The misstatement in and of itself renders the application non-responsive and ineligible.

b. Second, the application's development cost pro forma represents that the proposed development's Total Permanent Funding Sources -- \$36,085,430 -- exceed its Total Development Costs (i.e. uses) -- \$36,084,660 -- by \$770 under the Permanent Analysis. See Exhibit H, at p. 20. However, if corrected, the proposed development's uses will exceed its sources under the Permanent Analysis resulting in a funding shortfall and rendering the application ineligible.

A. Housing Authority Loan Commitment

25. First, Sailboat Bend II improperly relies on a \$4,300,000 financing commitment for permanent financing from the Housing Authority of the City of Fort Lauderdale (“Housing Authority”) as a Permanent Funding Source. See Exhibits H, at p. 20 & I, at pp. 101-102.

26. The financing commitment from the Housing Authority is a “Non-Corporation Funding Proposal” as defined by RFA 2017-113. Because the Housing Authority is not a “Regulated Mortgage Lender” or a “governmental entity,” this funding proposal could only be counted as a source if Sailboat Bend II included in its application the requisite documentation of the Housing Authority’s ability to fund the commitment.

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.

Exhibit D, at p. 58 (emphasis added).

27. Sailboat Bend II provides no evidence in its application of the Housing Authority’s ability to fund the financing commitment, and thus the \$4,300,000 commitment from the Housing Authority cannot be counted as a source under the terms of RFA 2017-113. Without counting the financing commitment from the Housing Authority, the proposed development’s uses exceed its sources under the Permanent Analysis.

28. Alternatively, if the Housing Authority is a “governmental entity” exempt under RFA 2017-113 from documentation of its ability to fund the financing commitment, it is because of the Housing Authority’s relationship with the City of Fort Lauderdale rendering it a “Local Government.”

29. RFA 2017-113 requires loans from Local Governments to be evidenced by the appropriate Local Government Verification of Contribution Form.

Evidence of the Local Government Contribution for the RFA

As evidence of the Local Government contribution, the Applicant must provide the properly completed and executed Local Government Verification of Contribution Form(s) If the Applicant provides a previously submitted Florida Housing Local Government Verification of Contribution form or any other version of the Florida Housing Local Government Verification of Contribution form(s), the form(s) will not be considered.

Exhibit D, at p. 44.

30. If Sailboat Bend II claims that the Housing Authority is a governmental entity and seeks to benefit from the Housing Authority’s relationship with the City of Fort Lauderdale, it must treat the Housing Authority accordingly and submit the appropriate Local Government Verification of Contribution form. The \$4,300,000 commitment from the Housing Authority is not evidenced by a properly completed and executed Local Government Verification of Contribution form. Therefore, the commitment cannot be considered and counted as a source, and the proposed development’s uses exceed its sources under the Permanent Analysis.

31. In either instance, the application is ineligible for an award of Housing Credits.

B. City of Fort Lauderdale Loan Commitment

32. Second, Sailboat Bend II also improperly relies on a \$783,250 financing commitment for permanent financing from the City of Fort Lauderdale (“City”) as a Permanent Funding Source. See Exhibits H, at p. 20.

33. The financing commitment from the City is a Non-Corporation Funding Proposal, and must satisfy the following requirements for a “Financing Proposal” set forth by RFA 2017-113:

Financing Proposal

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

Each financing proposal shall contain:

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

Note: Eligible Local Government financial commitments (i.e., grants and loans) can be considered a source of financing without meeting the requirements of (i) through (iv) above if the Applicant provides the properly completed and executed Local Government Verification of Contribution – Grant Form (Form 08-16) and/or the Local Government Verification of Contribution – Loan Form (Form 08-16) and such grant and/or loan is effective at least through June 30, 2018. A loan with a forgiveness provision (and no accrued interest charges) requiring approval of the Local Government can be treated as a loan or a grant, for scoring purposes. Either the “Loan” or the “Grant” verification forms can be used. The grant and loan forms (Form 08-16) are available on the Corporation Website at: <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2017/2017-113/forms-related-to-rfa-2017-113> (also accessible by clicking here). If the loan form is used for a loan with forgiveness provision (and no accrued interest charges), the space for entering the net present value of the loan is not applicable to this RFA and will not be considered.

Exhibit D, at pp. 56-57 (emphasis added).

34. The only documentation provided by Sailboat Bend II of the City’s financing commitment was in the form of a Local Government Verification of Contribution -- Loan Form (“Form”). See Exhibit I, at p. 84. Therefore, consideration of the City’s financing commitment

as a funding source turns on whether the Form is “properly completed and executed” as required by RFA 2017-113.

35. The plain language of the Form provides for the inclusion of a present value calculation, and the Form omits the requisite present value calculation. For example, RFA 2017-113 provides that the Form need not include a present value calculation if the loan includes a forgiveness provision. Conversely, the Form, in order to be properly completed, must include a present value calculation if the loan does not include a forgiveness provision.¹ On information and belief, the loan commitment from the City to Sailboat Bend II does not include a forgiveness provision. See Exhibit J.

36. Therefore, the Form was not properly completed and executed and cannot be counted as a funding source. Without the loan commitment from the City, the proposed development’s uses exceed its sources under the Permanent Analysis, and the application is ineligible for an award of Housing Credits.

C. Demolition Costs

37. Furthermore, Sailboat Bend II fails to include necessary and anticipated “demolition” costs in calculating its “Total Development Costs.”

¹ Importantly, the requirements in RFA 2017-113 for completing the Form differ by section. For example, an award of five points for Local Government Contributions, like evidence of a funding source, requires a “properly completed and executed” form. See Exhibit D, pp. 44, 57. However, an award of ten “Local Government Areas of Opportunity Funding Points” does not require a “properly completed and executed” form.

Namely, “[i]n order to be eligible to be considered [for] Local Government Areas of Opportunity Funding, the cash loans and/or grants must be demonstrated via one or both of the Florida Housing Local Government Verification of forms The forms must meet the requirements outlined in 10.a.(2)” Exhibit D, at p. 48. Neither subsection 10.b. concerning “Local Government Areas of Opportunity Funding Points,” nor subsection 10.a.(2) incorporated by reference, require a “properly completed and executed” form. Therefore, the same form for that satisfies the requirements of RFA 2017-113 to obtain an award of ten points does not per se satisfy the requirements of RFA 2017-113 to evidence a funding source.

38. RFA 2017-113 provides that “[a]ll [a]pplicants must complete a Development Cost Pro Forma listing the anticipated expenses or uses . . .” and that the “Development Cost Pro Forma must include all anticipated costs of the Development construction, rehabilitation and, if applicable, acquisition” Exhibit D, at p. 59. One such expense or use specifically contemplated by the Development Cost Pro Forma is demolition costs. See Exhibit H, at p. 15.

39. Sailboat Bend II’s proposed development called Sailboat Bend Apartments II is to be located at 437 SW 4th Avenue, Fort Lauderdale, Florida (“Site”). See Exhibit H, pp. 3-5.

40. Sailboat Bend II entered a Ground Lease Agreement for the right to develop the Site and included the Ground Lease Agreement in its application. The Ground Lease Agreement expressly acknowledges as follows that development of the Site will require demolition:

RECITALS:

A. The Landlord desires to develop 0.943 acres located at 437 SW 4th Avenue, Fort Lauderdale, FL known as Sailboat Bend Apartments II (the “Property”).

B. The revitalization will include the demolition and clearing of the Property and other parcels of land owned by Landlord upon which affordable rental housing plus related amenities, together with other improvements, fixtures and structures, are expected to be constructed or rehabilitated (the “Development”).

C. The Development will be known as Sailboat Bend Apartments II, and will be constructed upon the Property which is legally described in the attached Exhibit “A” (the “Leased Premises”).

Exhibit I, p. 55 (emphasis added and removed).

41. The Site Plan for the proposed development attached as Exhibit K (“Site Plan”) also demonstrates that demolition will be necessary to develop the Site.

42. The survey in the Site Plan of the existing condition of the Site reflects structures located on the Site that do not exist as part of the proposed development and must be removed for the development of Sailboat Bend II's proposed development on the Site. See Exhibit K.

43. Therefore, demolition costs will be incurred and are even anticipated by Sailboat Bend II but were not accounted for by Sailboat Bend II in its Development Cost Pro Forma contrary to the express terms of RFA 2017-113. With the inclusion of demolition costs, the proposed development's uses exceed its sources under the Permanent Analysis, and the application is ineligible for an award of Housing Credits.

44. In sum, the development cost pro forma completed and submitted by Sailboat Bend II in its application is inaccurate and non-responsive and, if corrected, results in a funding shortfall. RFA 2017-113 provides that "[i]f the Applicant has a funding shortfall, it will be ineligible for funding." Exhibit D, at p. 59. Here, Sailboat Bend II has a funding shortfall under the Permanent Analysis (i) because the financing commitment from the Housing Authority cannot be counted as a Permanent Funding Source, (ii) because the financing commitment from the City cannot be counted as a Permanent Funding Source, and (iii) because Sailboat Bend II excluded demolition costs from its calculation of Total Development Costs which, if included, would have resulted in a funding shortfall under the Permanent Analysis. Although the specific cost of the demolition is unknown at this time, the cost will exceed \$770 which will cause a funding shortfall.

V. Disputed Issues Of Material Fact And Law

45. Disputed issues of material fact and law exist that entitle Marquis to a formal administrative hearing pursuant to section 120.57 of the Florida Statutes. The disputed issues of material fact and law include, but are not limited to, the following:

- a. Whether the Housing Authority is a Regulated Mortgage Lender in the business of making loans or a governmental entity;
- b. Whether the application submitted by Sailboat Bend II includes evidence of the Housing Authority's ability to fund its financing commitment;
- c. Whether the application submitted by Sailboat Bend II includes a properly completed and executed Local Government Verification of Contribution form for the Housing Authority's financing commitment;
- d. Whether the Housing Authority's financing commitment can be counted as a funding source under the Permanent Analysis;
- e. Whether the exclusion of the Housing Authority's financing commitment will result in a funding shortfall under the Permanent Analysis;
- f. Whether the application submitted by Sailboat Bend II includes a properly completed and executed Local Government Verification of Contribution form for the City's financing commitment;
- g. Whether the City's financing commitment can be counted as a funding source under the Permanent Analysis;
- h. Whether the exclusion of the City's financing commitment will result in a funding shortfall under the Permanent Analysis;
- i. Whether Sailboat Bend II's proposed development on the Site requires demolition and the cost of the demolition;
- j. Whether the inclusion of demolition costs in a calculation of Sailboat Bend II's Total Development Costs will result in a funding shortfall under the Permanent Analysis;

- k. Whether the application submitted by Sailboat Bend II is eligible for an award of Housing Credits under RFA 2017-113;
- l. Whether the preliminary award of Housing Credits to Sailboat Bend II is contrary to RFA 2017-113;
- m. Whether the preliminary award of Housing Credits to Sailboat Bend II is contrary to competition;
- n. Whether the preliminary award of Housing Credits to Sailboat Bend II is clearly erroneous;
- o. Whether the preliminary award of Housing Credits to Sailboat Bend II is arbitrary and capricious; and
- p. Such other issues as may arise during the course of this proceeding.

VI. Statement Of Ultimate Fact And Law

46. Application number 2018-284C submitted by Sailboat Bend II is ineligible for an award of Housing Credits, and application number 2018-279C submitted by Marquis should be selected for an award of Housing Credits under subpart (a) of the Funding Selection Process as the highest ranking, eligible application for a proposed development in Broward County.

VII. Statutes And Rules That Entitle Petitioner To Relief

47. The statutes and rules that entitle Marquis to relief are found in sections 120.569, 120.57, Chapter 420, Part V, Florida Statutes, and Florida Administrative Code Chapters 28-110, 67-48, and 67-60.

VIII. Right To Amend

48. Marquis reserves the right to amend this Petition.

49. Marquis further reserves its right to defend by contesting the point and eligibility determinations of any applicant that may challenge Marquis.

IX. Demand For Relief

50. Wherefore, Petitioner, Marquis Partners, Ltd. respectfully requests that:

a. Florida Housing schedule a meeting as required by section 120.57(3) to discuss resolution of this Petition by mutual agreement;

b. Florida Housing refer this Petition to the Florida Division of Administrative Hearings for assignment to an Administrative Law Judge (“ALJ”) for a formal hearing pursuant to section 120.57(1) and (3) if not resolved by mutual agreement;

c. The ALJ issue a recommended order determining that application number 2018-284C submitted by Sailboat Bend II is ineligible for an award of Housing Credits under RFA 2017-113;

d. The ALJ issue a recommended order determining that application number 2018-279C submitted by Marquis is the highest ranking, eligible application for a proposed development in Broward County under RFA 2017-113;

e. The ALJ issue a recommended order determining that Marquis be awarded Housing Credits under subpart (a) of the Funding Selection Process as the highest ranking, eligible application for a proposed development in Broward County under RFA 2017-113;

f. Florida Housing issue a final order determining that application number 2018-284C submitted by Sailboat Bend II is ineligible for an award of Housing Credits under RFA 2017-113;

g. Florida Housing issue a final order determining that application number 2018-279C submitted by Marquis is the highest ranking, eligible application for a proposed development in Broward County under RFA 2017-113;

h. Florida Housing issue a final order determining that Marquis be awarded Housing Credits under subpart (a) of the Funding Selection Process as the highest ranking, eligible application for a proposed development in Broward County under RFA 2017-113; and

i. Marquis be granted such further relief as is deemed just and proper.

Respectfully submitted this 2nd day of April, 2018.



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Marquis Partners, Ltd.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the original of the foregoing Formal Written Protest and Petition for Formal Administrative Hearing has been filed by e-mail and hand delivery with the Corporation Clerk (CorporationClerk@floridahousing.org), Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, and a copy via Hand Delivery to the following this 2nd day of April, 2018:

Hugh R. Brown, General Counsel
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Hugh.Brown@floridahousing.org



ATTORNEY

EXHIBIT

A

RFA 2017-113 Board Approved Preliminary Awards

Total HC Available for RFA	14,601,863.00
Total HC Allocated	13,898,000.00
Total HC Remaining	703,863.00

Application Number	Name of Development	County	Name of Authorized Principal Representative	Name of Developers	HC Funding Amount	NP?	Total Points	Proximity Funding Preference	Per Unit Construction Funding Preference	Development Category Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
Broward County Application													
2018-284C	Sailboat Bend Apartments II	Broward	Kenneth Naylor	APC Sailboat Bend II Development, LLC; HEF-Dixie Court Development, LLC	2,561,000.00	Y	20	Y	Y	Y	A	Y	5
Duval County Application													
2018-293C	Lofts at Jefferson Station	Duval	James R. Hoover	TVC Development, Inc.	1,660,000.00	N	20	Y	Y	Y	A	Y	32
Hillsborough County Application													
2018-283C	The Boulevard at West River	Hillsborough	Jerome D Ryans	WRDG T3A Developer, LLC	2,110,000.00	N	20	Y	Y	Y	A	Y	15
Orange County Application													
2018-274C	Pendana at West Lakes Senior Residences	Orange	Eddy Moratin	New Affordable Housing Partners, LLC; LIFT Orlando Community Development, LLC	2,110,000.00	Y	20	Y	Y	Y	A	Y	22
Palm Beach County Application													
2018-286C	Ocean Breeze East	Palm Beach	Lewis V Swezy	RS Development Corp; Lewis Swezy	2,070,000.00	N	20	Y	Y	Y	A	Y	8
Pinellas County Application													
2018-304C	Eagle Ridge	Pinellas	Richard Higgins	Norstar Development USA, LP; Tarpon Springs Development, LLC	1,660,000.00	N	20	Y	Y	Y	B	Y	16

RFA 2017-113 Board Approved Preliminary Awards

Application Number	Name of Development	County	Name of Authorized Principal Representative	Name of Developers	HC Funding Amount	NP?	Total Points	Proximity Funding Preference	Per Unit Construction Funding Preference	Development Category Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
Non-Profit Application or 2nd Broward County Application													
2018-279C	Marquis Apartments	Broward	Mara S. Mades	Cornerstone Group Partners, LLC	1,727,000.00	N	20	Y	Y	Y	A	Y	9

On March 16, 2018, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion and staff recommendation to select the above Applications for funding and invite the Applicants to enter credit underwriting.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., Rule Chapter 28-110, F.A.C., and Rule 67-60.009, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

EXHIBIT

B

RFA 2017-113 Board Approved Scoring Results

Application Number	Name of Development	County	Name of Authorized Principal Representative	Name of Developers	Demo. Commitment	Total Units	HC Funding Amount	Eligible For Funding?	NP?	Total Points	Proximity Funding Preference	Per Unit Construction Funding Preference	Development Category Preference	Development Category	Total Corp Funding Per Set-Aside	Leveraging Classification	Florida Job Creation Preference	Lottery Number	
Eligible Applications																			
2018-272C	Venetian Isles	Pinellas	Joseph F. Chapman, IV	Royal American Properties, LLC	E, Non-ALF	86	1,660,000.00	Y	N	15	Y	Y	Y	NC	117,358.14	A	Y	11	
2018-273C	Hawthorne Park	Orange	Jonathan L. Wolf	Hawthorne Park Developer, LLC	E, Non-ALF	116	2,110,000.00	Y	Y	15	Y	Y	Y	NC	117,505.17	A	Y	3	
2018-274C	Pendana at West Lakes Senior Residences	Orange	Eddy Moratin	New Affordable Housing Partners, LLC; LIFT Orlando	E, Non-ALF	120	2,110,000.00	Y	Y	20	Y	Y	Y	NC	130,960.67	A	Y	22	
2018-275C	Berkeley Landing	Palm Beach	Jonathan L. Wolf	Berkeley Landing Developer, LLC	E, Non-ALF	120	2,110,000.00	Y	Y	15	Y	Y	Y	NC	113,588.33	A	Y	6	
2018-277C	Bristol Manor	Orange	Jonathan L. Wolf	Bristol Manor Developer, LLC	E, Non-ALF	98	2,110,000.00	Y	Y	15	Y	Y	Y	NC	130,906.12	A	Y	13	
2018-278C	Channel Side Apartments	Palm Beach	William T Fabbri	The Richman Group of Florida, Inc.; BDG Channel	F	108	2,100,000.00	Y	N	20	Y	Y	Y	NC	125,611.11	A	Y	24	
2018-279C	Marquis Apartments	Broward	Mara S. Mades	Cornerstone Group Partners, LLC	F	100	1,727,000.00	Y	N	20	Y	Y	Y	NC	94,829.57	A	Y	9	
2018-280C	Banyan Station	Palm Beach	Matthew A Rieger	HTG Banyan Developer, LLC	F	80	2,050,000.00	Y	N	20	Y	Y	Y	NC	136,325.00	B	Y	17	
2018-281C	Madison Landing	Orange	Patrick E Law	American Residential Communities, LLC	E, Non-ALF	88	2,110,000.00	Y	N	15	Y	Y	Y	NC	127,559.09	A	Y	19	
2018-282C	Madison Plaza	Orange	Patrick E Law	American Residential Communities, LLC	E, Non-ALF	88	2,110,000.00	Y	N	15	Y	Y	Y	NC	127,559.09	A	Y	21	
2018-283C	The Boulevard at West River	Hillsborough	Jerome D Ryans	WRDG T3A Developer, LLC	F	118	2,110,000.00	Y	N	20	Y	Y	Y	NC	118,160.00	A	Y	15	
2018-284C	Sailboat Bend Apartments II	Broward	Kenneth Naylor	APC Sailboat Bend II Development, LLC; HEF-Dixie	E, Non-ALF	110	2,561,000.00	Y	Y	20	Y	Y	Y	NC	114,661.80	A	Y	5	
2018-285C	Anderson Terrace Apartments	Orange	Matthew A Rieger	HTG Anderson Terrace Developer, LLC	F	120	1,625,000.00	Y	N	15	Y	Y	Y	NC	126,072.92	A	Y	4	
2018-286C	Ocean Breeze East	Palm Beach	Lewis V Swezy	RS Development Corp; Lewis Swezy	F	123	2,070,000.00	Y	N	20	Y	Y	Y	NC	108,717.07	A	Y	8	
2018-289C	Heron Estates Family	Palm Beach	Matthew A Rieger	HTG Heron Estates Family Developer, LLC	F	79	1,541,751.00	Y	N	20	Y	Y	Y	NC	126,072.30	A	Y	10	
2018-291C	Springfield Plaza	Duval	Clifton E. Phillips	Roundstone Development, LLC	F	84	1,660,000.00	Y	N	15	Y	Y	Y	NC	127,661.90	A	Y	25	
2018-293C	Lofts at Jefferson Station	Duval	James R. Hoover	TVC Development, Inc.	F	98	1,660,000.00	Y	N	20	Y	Y	Y	NC	126,160.00	A	Y	32	
2018-294C	Birch Hollow	Orange	Matthew A Rieger	HTG Birch Hollow Developer, LLC	E, Non-ALF	120	1,625,000.00	Y	N	15	Y	Y	Y	NC	126,072.92	A	Y	18	

RFA 2017-113 Board Approved Scoring Results

Application Number	Name of Development	County	Name of Authorized Principal Representative	Name of Developers	Demo. Commitment	Total Units	HC Funding Amount	Eligible For Funding?	NP?	Total Points	Proximity Funding Preference	Per Unit Construction Funding Preference	Development Category Preference	Development Category	Total Corp Funding Per Set-Aside	Leveraging Classification	Florida Job Creation Preference	Lottery Number
2018-296C	City Edge	Hillsborough	William T Fabbri	The Richman Group of Florida, Inc.; Corporation to	E, Non-ALF	120	2,110,000.00	Y	Y	20	Y	Y	Y	NC	130,960.67	A	Y	20
2018-297C	ETHANS WALK APARTMENTS	Orange	DEION R LOWERY	DRL EW DEVELOPMENT LLC	E, Non-ALF	88	1,576,344.00	Y	N	15	Y	Y	Y	NC	115,717.98	A	Y	7
2018-299C	Sandpiper Court	Pinellas	Domingo Sanchez	DDER Development, LLC	E, Non-ALF	64	1,660,000.00	Y	N	15	N	Y	Y	NC	137,987.50	B	Y	33
2018-300C	Casa Sant'Angelo Apartments	Broward	Kenneth Naylor	Casa Sant'Angelo Development, LLC	E, Non-ALF	113	2,383,228.00	Y	Y	15	Y	Y	Y	NC	115,808.01	A	Y	30
2018-302C	Parramore Oaks Phase Two	Orange	Paula McDonald Rhodes	InVictus Development, LLC; ADC Communities, LLC; Royal	F	89	1,603,777.00	Y	N	15	Y	Y	Y	NC	143,894.44	B	Y	14
2018-303C	Village View	Broward	Matthew A. Rieger	HTG Village View Developer, LLC	E, Non-ALF	96	2,561,000.00	Y	N	15	Y	Y	Y	NC	120,633.77	A	Y	1
2018-304C	Eagle Ridge	Pinellas	Richard Higgins	Norstar Development USA, LP; Tarpon Springs	F	71	1,660,000.00	Y	N	20	Y	Y	Y	NC	151,036.62	B	Y	16

Ineligible Applications

2018-276C	Durham Place	Orange	Jonathan L. Wolf	Durham Place Developer, LLC	E, Non-ALF	116	2,110,000.00	N	Y	15	N	Y	Y	NC	117,505.17		Y	23
2018-287C	Anchorage Apartments	Pinellas	William T Fabbri	The Richman Group of Florida, Inc.	E, Non-ALF	87	1,600,000.00	N	N	15	N	Y	Y	NC	136,974.71		Y	28
2018-288C	Douglas Gardens IV	Broward	Matthew A. Rieger	Douglas Gardens IV Developer, LLC	E, Non-ALF	120	2,561,000.00	N	N	20	Y	Y	Y	NC	117,187.09		Y	31
2018-290C	FOUR6 Skyway	Pinellas	Bowen A Arnold	DDA Development, LLC	E, Non-ALF	80	1,660,000.00	N	N	20	Y	Y	Y	NC	126,160.00		Y	2
2018-292C	Village of Valor	Palm Beach	Kathy S Makino-Leipsitz	KSM Holdings Florida, LLC	F	157	2,110,000.00	N	Y	15	Y	Y	Y	NC	104,050.38		Y	29
2018-295C	Heritage at Arbor Ridge	Orange	Robert G Hoskins	NuRock Development Partners, Inc.	E, Non-ALF	80	1,475,990.00	N	N	15	Y	Y	Y	NC	137,414.67		Y	12
2018-298C	Residences at Barnett Park	Orange	Robert G Hoskins	NuRock Development Partners, Inc.	F	97	1,819,892.00	N	N	15	Y	Y	Y	NC	139,737.69		Y	27
2018-301C	CHANDLERS CROSSING APARTMENTS	Orange	DEION R LOWERY	DRL CC DEVELOPMENT LLC	F	88	1,576,344.00	N	N	15	Y	Y	Y	NC	115,717.98		Y	26

On March 16, 2018, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion to adopt the scoring results above.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., Rule Chapter 28-110, F.A.C., and Rule 67-60.009, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

EXHIBIT

C

AUSLEY MCMULLEN

ATTORNEYS AND COUNSELORS AT LAW

123 SOUTH CALHOUN STREET
P.O. BOX 391 (ZIP 32302)
TALLAHASSEE, FLORIDA 32301
(850)224-9115 FAX (850)222-7560
Direct Dial for Michael Glazer- (850)425-5474
mglazer@ausley.com

March 21, 2018

VIA HAND DELIVERY AND EMAIL TO:
CorporationClerk@floridahousing.org

Corporation Clerk
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329

RE: RFA 2017-113 Housing Cred Financing for Affordable Housing Developments
Located in Broward, Duval, Hillsborough, Orange, Palm Beach and Pinellas
Counties
Notice of Protest by Marquis Partners, Ltd.
Applicant for Application No. 2018-279C

Dear Corporation Clerk:

This law firm represents Marquis Partners, Ltd. Pursuant to section 120.57(3), Florida Statutes and Florida Administrative Code Rules 28-110.003 and 67-60.009(2), Marquis Partners, Ltd., the applicant for Application No. 2018-279C in RFA 2017-113, hereby gives notice of its intent to protest the determinations contained on the attached spreadsheets reflecting the proposed awards of funding (Att. A) and proposed scoring, eligibility and ineligibility determinations (Att. B) in RFA 2017-113 as approved by the Board of Florida Housing Finance Corporation on Friday, March 16, 2018. These spreadsheets were posted on the Corporation's website on Friday, March 16, 2018 at 1:05 p.m. This Notice of Protest is timely filed within 72 hours of said posting (excluding Saturdays and Sundays).

Marquis Partners, Ltd. will file its formal written protest within the time required by Section 120.57(3), Florida Statutes.

Sincerely,


Michael J. Glazer

RFA 2017-113 Board Approved Preliminary Awards

Total HC Available for RFA	14,601,863.00
Total HC Allocated	13,898,000.00
Total HC Remaining	703,863.00

Application Number	Name of Development	County	Name of Authorized Principal Representative	Name of Developers	HC Funding Amount	NP?	Total Points	Proximity Funding Preference	Per Unit Construction Funding Preference	Development Category Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
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Broward County Application

2018-284C	Sailboat Bend Apartments II	Broward	Kenneth Naylor	APC Sailboat Bend II Development, LLC; HEF-Dixie Court Development, LLC	2,561,000.00	Y	20	Y	Y	Y	A	Y	5
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Duval County Application

2018-293C	Lofts at Jefferson Station	Duval	James R. Hoover	TVC Development, Inc.	1,660,000.00	N	20	Y	Y	Y	A	Y	32
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Hillsborough County Application

2018-283C	The Boulevard at West River	Hillsborough	Jerome D Ryans	WRDG T3A Developer, LLC	2,110,000.00	N	20	Y	Y	Y	A	Y	15
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Orange County Application

2018-274C	Pendana at West Lakes Senior Residences	Orange	Eddy Moratin	New Affordable Housing Partners, LLC; LIFT Orlando Community Development, LLC	2,110,000.00	Y	20	Y	Y	Y	A	Y	22
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Palm Beach County Application

2018-286C	Ocean Breeze East	Palm Beach	Lewis V Swezy	RS Development Corp; Lewis Swezy	2,070,000.00	N	20	Y	Y	Y	A	Y	8
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Pinellas County Application

2018-304C	Eagle Ridge	Pinellas	Richard Higgins	Norstar Development USA, LP; Tarpon Springs Development, LLC	1,660,000.00	N	20	Y	Y	Y	B	Y	16
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RFA 2017-113 Board Approved Preliminary Awards

Application Number	Name of Development	County	Name of Authorized Principal Representative	Name of Developers	HC Funding Amount	NP?	Total Points	Proximity Funding Preference	Per Unit Construction Funding Preference	Development Category Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
Non-Profit Application or 2nd Broward County Application													
2018-279C	Marquis Apartments	Broward	Mara S. Mades	Cornerstone Group Partners, LLC	1,727,000.00	N	20	Y	Y	Y	A	Y	9

On March 16, 2018, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion and staff recommendation to select the above Applications for funding and invite the Applicants to enter credit underwriting.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., Rule Chapter 28-110, F.A.C., and Rule 67-60.009, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

RFA 2017-113 Board Approved Scoring Results

Application Number	Name of Development	County	Name of Authorized Principal Representative	Name of Developers	Demo. Commitment	Total Units	HC Funding Amount	Eligible For Funding?	NP?	Total Points	Proximity Funding Preference	Per Unit Construction Funding Preference	Development Category Preference	Development Category	Total Corp Funding Per Set-Aside	Leveraging Classification	Florida Job Creation Preference	Lottery Number
Eligible Applications																		
2018-272C	Venetian Isles	Pinellas	Joseph F. Chapman, IV	Royal American Properties, LLC	E, Non-ALF	86	1,660,000.00	Y	N	15	Y	Y	Y	NC	117,358.14	A	Y	11
2018-273C	Hawthorne Park	Orange	Jonathan L. Wolf	Hawthorne Park Developer, LLC	E, Non-ALF	116	2,110,000.00	Y	Y	15	Y	Y	Y	NC	117,505.17	A	Y	3
2018-274C	Pendana at West Lakes Senior Residences	Orange	Eddy Moratin	New Affordable Housing Partners, LLC; LIFT Orlando	E, Non-ALF	120	2,110,000.00	Y	Y	20	Y	Y	Y	NC	130,960.67	A	Y	22
2018-275C	Berkeley Landing	Palm Beach	Jonathan L. Wolf	Berkeley Landing Developer, LLC	E, Non-ALF	120	2,110,000.00	Y	Y	15	Y	Y	Y	NC	113,588.33	A	Y	6
2018-277C	Bristol Manor	Orange	Jonathan L. Wolf	Bristol Manor Developer, LLC	E, Non-ALF	98	2,110,000.00	Y	Y	15	Y	Y	Y	NC	130,906.12	A	Y	13
2018-278C	Channel Side Apartments	Palm Beach	William T Fabbri	The Richman Group of Florida, Inc.; BDG Channel	F	108	2,100,000.00	Y	N	20	Y	Y	Y	NC	125,611.11	A	Y	24
2018-279C	Marquis Apartments	Broward	Mara S. Mades	Cornerstone Group Partners, LLC	F	100	1,727,000.00	Y	N	20	Y	Y	Y	NC	94,829.57	A	Y	9
2018-280C	Banyan Station	Palm Beach	Matthew A Rieger	HTG Banyan Developer, LLC	F	80	2,050,000.00	Y	N	20	Y	Y	Y	NC	136,325.00	B	Y	17
2018-281C	Madison Landing	Orange	Patrick E Law	American Residential Communities, LLC	E, Non-ALF	88	2,110,000.00	Y	N	15	Y	Y	Y	NC	127,559.09	A	Y	19
2018-282C	Madison Plaza	Orange	Patrick E Law	American Residential Communities, LLC	E, Non-ALF	88	2,110,000.00	Y	N	15	Y	Y	Y	NC	127,559.09	A	Y	21
2018-283C	The Boulevard at West River	Hillsborough	Jerome D Ryans	WRDG T3A Developer, LLC	F	118	2,110,000.00	Y	N	20	Y	Y	Y	NC	118,160.00	A	Y	15
2018-284C	Sailboat Bend Apartments II	Broward	Kenneth Naylor	APC Sailboat Bend II Development, LLC; HEF-Dixie Developer, LLC	E, Non-ALF	110	2,561,000.00	Y	Y	20	Y	Y	Y	NC	114,661.80	A	Y	5
2018-285C	Anderson Terrace Apartments	Orange	Matthew A Rieger	HTG Anderson Terrace Developer, LLC	F	120	1,625,000.00	Y	N	15	Y	Y	Y	NC	126,072.92	A	Y	4
2018-286C	Ocean Breeze East	Palm Beach	Lewis V Swezy	RS Development Corp; Lewis Swezy	F	123	2,070,000.00	Y	N	20	Y	Y	Y	NC	108,717.07	A	Y	8
2018-289C	Heron Estates Family	Palm Beach	Matthew A Rieger	HTG Heron Estates Family Developer, LLC	F	79	1,541,751.00	Y	N	20	Y	Y	Y	NC	126,072.30	A	Y	10
2018-291C	Springfield Plaza	Duval	Clifton E. Phillips	Roundstone Development, LLC	F	84	1,660,000.00	Y	N	15	Y	Y	Y	NC	127,661.90	A	Y	25
2018-293C	Lofts at Jefferson Station	Duval	James R. Hoover	TVC Development, Inc.	F	98	1,660,000.00	Y	N	20	Y	Y	Y	NC	126,160.00	A	Y	32
2018-294C	Birch Hollow	Orange	Matthew A Rieger	HTG Birch Hollow Developer, LLC	E, Non-ALF	120	1,625,000.00	Y	N	15	Y	Y	Y	NC	126,072.92	A	Y	18

RFA 2017-113 Board Approved Scoring Results

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2018-296C	City Edge	Hillsborough	William T Fabbri	The Richman Group of Florida, Inc.; Corporation to	E, Non-ALF	120	2,110,000.00	Y	Y	20	Y	Y	Y	NC	130,960.67	A	Y	20
2018-297C	ETHANS WALK APARTMENTS	Orange	DEION R. LOWERY	DRL EW DEVELOPMENT LLC	E, Non-ALF	88	1,576,344.00	Y	N	15	Y	Y	Y	NC	115,717.98	A	Y	7
2018-299C	Sandpiper Court	Pinellas	Domingo Sanchez	DDER Development, LLC	E, Non-ALF	64	1,660,000.00	Y	N	15	N	Y	Y	NC	137,987.50	B	Y	33
2018-300C	Casa Sant'Angelo Apartments	Broward	Kenneth Naylor	Casa Sant'Angelo Development, LLC	E, Non-ALF	113	2,383,228.00	Y	Y	15	Y	Y	Y	NC	115,808.01	A	Y	30
2018-302C	Parramore Oaks Phase Two	Orange	Paula McDonald Rhodes	InVictus Development, LLC; ADC Communities, LLC; Royal	F	89	1,603,777.00	Y	N	15	Y	Y	Y	NC	143,894.44	B	Y	14
2018-303C	Village View	Broward	Matthew A. Rieger	HTG Village View Developer, LLC	E, Non-ALF	96	2,561,000.00	Y	N	15	Y	Y	Y	NC	120,633.77	A	Y	1
2018-304C	Eagle Ridge	Pinellas	Richard Higgins	Norstar Development USA, LP; Tarpon Springs	F	71	1,660,000.00	Y	N	20	Y	Y	Y	NC	151,036.62	B	Y	16
Ineligible Applications																		
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2018-287C	Anchorage Apartments	Pinellas	William T Fabbri	The Richman Group of Florida, Inc.	E, Non-ALF	87	1,600,000.00	N	N	15	N	Y	Y	NC	136,974.71		Y	28
2018-288C	Douglas Gardens IV	Broward	Matthew A. Rieger	Douglas Gardens IV Developer, LLC	E, Non-ALF	120	2,561,000.00	N	N	20	Y	Y	Y	NC	117,187.09		Y	31
2018-290C	FOUR6 Skyway	Pinellas	Bowen A Arnold	DDA Development, LLC	E, Non-ALF	80	1,660,000.00	N	N	20	Y	Y	Y	NC	126,160.00		Y	2
2018-292C	Village of Valor	Palm Beach	Kathy S Makino-Leipsitz	KSM Holdings Florida, LLC	F	157	2,110,000.00	N	Y	15	Y	Y	Y	NC	104,050.38		Y	29
2018-295C	Heritage at Arbor Ridge	Orange	Robert G Hoskins	NuRock Development Partners, Inc.	E, Non-ALF	80	1,475,990.00	N	N	15	Y	Y	Y	NC	137,414.67		Y	12
2018-298C	Residences at Barnett Park	Orange	Robert G Hoskins	NuRock Development Partners, Inc.	F	97	1,819,892.00	N	N	15	Y	Y	Y	NC	139,737.69		Y	27
2018-301C	CHANDLERS CROSSING APARTMENTS	Orange	DEION R. LOWERY	DRL CC DEVELOPMENT LLC	F	88	1,576,344.00	N	N	15	Y	Y	Y	NC	115,717.98		Y	26

On March 16, 2018, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion to adopt the scoring results above.

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EXHIBIT

D

REQUEST FOR APPLICATIONS 2017-113

**RFA 2017-113 HOUSING CREDIT FINANCING FOR AFFORDABLE HOUSING DEVELOPMENTS LOCATED IN
BROWARD, DUVAL, HILLSBOROUGH, ORANGE, PALM BEACH, AND PINELLAS COUNTIES**

Issued By:

FLORIDA HOUSING FINANCE CORPORATION

Issued: October 6, 2017

Due: December 28, 2017

SECTION ONE INTRODUCTION

This Request for Applications (RFA) is open to Applicants proposing the development of affordable, multifamily housing located in Broward County, Duval County, Hillsborough County, Orange County, Palm Beach County, and Pinellas County.

Under this RFA, Florida Housing Finance Corporation (the Corporation) expects to have up to an estimated \$14,601,863 of Housing Credits available for award to proposed Developments located in Broward County, Duval County, Hillsborough County, Orange County, Palm Beach County, and Pinellas County. 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 Exhibits A, B, C, D, E, and F, applicable laws, rules and regulations, and the Corporation's generally applicable construction and financial standards.

SECTION TWO DEFINITIONS

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

SECTION THREE PROCEDURES AND PROVISIONS

A. Submission Requirements

1. The Application Deadline is **11:00 a.m., Eastern Time, on December 28, 2017**. To meet the submission requirements, prior to the Application Deadline the Applicant must do all of the following for its Application:
 - a. The Applicant must download and complete the following documents found on the Corporation Website at <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2017/2017-113> (also available by clicking [here](#)):
 - (1) The Application;
 - (2) The Development Cost Pro Forma; and
 - (3) The Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16) ("Principals Disclosure Form"). A Principals Disclosure Form that was approved during the Advance Review Process, which is described in Section Four A.3.d. of the RFA, may be used to satisfy this requirement, provided the form was approved for the type of funding being requested (i.e. Housing Credits or non-Housing Credits).

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

- b. Next, when the Applicant is ready to submit the completed Application, Development Cost Pro Forma and Principals Disclosure form (the “Complete Online Submission Package”) to the Corporation, the Applicant must go to the webpage <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2017/2017-113> (also available by clicking [here](#)) and click the link to login and upload the Complete Online Submission Package consisting of these three (3) documents. To upload the Complete Online Submission Package, a username and password must be entered. If the Applicant has not previously created a username and password, the Applicant will need to create one prior to the upload process.
- c. After successfully logging in, the Applicant must click “Upload Application.” The Applicant must also enter the Development Name, click “Browse” to locate the completed Application, Development Cost Pro Forma and Principals Disclosure form that were saved on the Applicant’s computer; and then click “Upload Selected File.” (Note: Hard copies of all attachments are not uploaded. The hard copies must be included with the printed copies of the Complete Online Submission Package as provided in e. below.) If the Applicant received an approved Principals Disclosure Form through the Advance Review Process, the approved form is what should be uploaded with the Application and Development Cost Pro Forma. The selected Application will then be listed as an Uploaded Application (consisting of the three (3) documents comprising the Complete Online Submission Package), and its assigned Response Number will be visible in the first column.
- d. Next, to view and print the Uploaded Application (consisting of the Complete Online Submission Package), the Applicant must click “Print Application for Submission to Florida Housing.” The assigned Response Number will be reflected on each page of the printed Uploaded Application. The Applicant must submit three (3) printed copies of the Uploaded Application to the Corporation, as outlined in item e. below.

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

- e. The Applicant must provide to the Corporation by the Application Deadline sealed package(s) containing three (3) printed copies of the final Uploaded Application (consisting of the Complete Online Submission Package) with all applicable attachments, as outlined in Section Four, with each copy housed in a separate 3-ring-binder with numbered divider tabs for each attachment. The final assigned Response Number should be reflected on each page of the printed Application, Development Cost Pro Forma, and Principals Disclosure Form.

- (1) One (1) printed copy of the complete Uploaded Application with all applicable attachments must be labeled “Original Hard Copy” and must include the following items:
 - (a) The required non-refundable \$3,000 Application fee, payable to Florida Housing Finance Corporation (check or money order only);
 - (b) The Applicant Certification and Acknowledgement form with an original signature (blue ink preferred); and
 - (c) The Application Withdrawal Disincentive in the form of either a \$25,000 Application Withdrawal Cash Deposit or a \$25,000 Letter of Credit, as outlined in Section Four, A.1. and Item 7 of Exhibit C of the RFA.
 - (2) The remaining two (2) printed copies of the complete Uploaded Application with all applicable attachments should be labeled “Copy”.
- f. The Applicant should label the outside of each shipping box with the applicable RFA number. The Corporation will not consider faxed or e-mailed Applications.
2. After 11:00 a.m., Eastern Time, on the Application Deadline, each Application for which hard copies are received by the Application Deadline will be assigned an Application number. In addition, these Applications will be assigned a lottery number by having the Corporation’s internal auditors run the total number of Applications received through a random number generator program.

The printed copies of the complete Application must be addressed to:

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

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

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

or allocation that becomes available after such withdrawal is accepted shall be treated as Returned Funding and disposed of according to Section Five B. of the RFA.

- B. This RFA does not commit the Corporation to award any funding to any Applicant or to pay any costs incurred in the preparation or delivery of an Application.
- C. Florida Housing reserves the right to:
 - 1. Waive Minor Irregularities; and
 - 2. Accept or reject any or all Applications received as a result of this RFA.
- D. Any interested party may submit any inquiry regarding this RFA in writing to the Director of Multifamily Allocations via e-mail at RFA_2017-113_Questions@floridahousing.org (also accessible by clicking [here](#)) with "Questions regarding RFA 2017-113" as the subject of the email. All inquiries are due by 5:00 p.m., Eastern Time, on October 26, 2017. 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 November 2, 2017, and will post a copy of all inquiries received, and their answers, on the Corporation's Website at <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2017/2017-113> (also accessible by clicking [here](#)). The Corporation will also send a copy of those inquiries and answers in writing to any interested party that requests a copy. The Corporation will determine the method of sending its answers, which may include regular United States mail, overnight delivery, fax, e-mail, or any combination of the above. No other means of communication, whether oral or written, shall be construed as an official response or statement from the Corporation.
- E. Any person who wishes to protest the specifications of this RFA must file a protest in compliance with Section 120.57(3), Fla. Stat., and Rule Chapter 28-110, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.
- F. By submitting this Application, including all applicable attachments thereto, each Applicant agrees to the terms and conditions outlined in the RFA and certifies that:
 - 1. **Public Records.** Any material submitted in response to this RFA is a public record pursuant to Chapter 119, Fla. Stat. Per Section 119.071(1)(b)2., the sealed Applications received by the Corporation are exempt from disclosure until such time as the Board provides notice of an intended decision or until 30 Calendar Days after the opening of the sealed Applications, whichever is earlier.
 - 2. **Noninterference.** At no time during the review and evaluation process, commencing with the Application Deadline and continuing until the Board renders a final decision on the RFA, may Applicants or their representatives contact Board members or Corporation staff, except Corporation legal staff, concerning their own or any other Applicant's Application. If an Applicant or its representative does contact a Board or staff member in violation of this section, the Board shall, upon a determination that such contact was made in an attempt to influence the selection process, disqualify the Application.

3. Requirements. Proposed Developments funded under this RFA will be subject to the requirements of the RFA, inclusive of all Exhibits, the Application requirements outlined in Rule Chapter 67-60, F.A.C., the requirements outlined in Rule Chapter 67-48, F.A.C., and the Compliance requirements of Rule Chapter 67-53, F.A.C.
 4. Modifications. Any modifications that occur to the Request for Application will be posted on the web site and may result in an extension of the deadline. It is the responsibility of the Applicant to check the website for any modifications prior to the Application Deadline.
- G. The Corporation expects to select one (1) or more Applications to award the funding contemplated by this RFA. Any such Applications will be selected through the Corporation's review of each Application, considering the factors identified in this RFA.

SECTION FOUR INFORMATION TO BE PROVIDED IN APPLICATION

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

A. Exhibit A Items

1. Submission Requirements

a. Application Withdrawal Disincentive

The Applicant must indicate which of the following it elects to provide in the Application labeled "Original Hard Copy"

- (1) \$25,000 Application Withdrawal Cash Deposit, as further outlined in Item 7.a. of Exhibit C of the RFA.

Should the Applicant be eligible to receive a refund of the cash deposit, the Corporation shall make the refund check payable to the person or entity indicated by the Applicant. If this information is not provided in the Application, the Corporation shall make the refund check payable to the Applicant.

or

- (2) \$25,000 Letter of Credit, as further outlined in Item 7.b. of Exhibit C of the RFA.

b. Applicant Certification and Acknowledgement

The Applicant must include an Applicant Certification and Acknowledgement form, executed by the Authorized Principal Representative, as **Attachment 1** to Exhibit A to indicate the Applicant's certification and acknowledgement of the provisions and requirements of the RFA. The form included in the copy of the Application labeled "Original Hard Copy" must reflect an original signature (blue ink is preferred). The Applicant Certification and Acknowledgement form is provided on the Corporation's Website <http://www.floridahousing.org/programs/developers-multifamily->

programs/competitive/2017/2017-113/forms-related-to-rfa-2017-113(also accessible by clicking [here](#)). Note: If the Applicant provides any version of the Applicant Certification and Acknowledgement form other than the version included in this RFA, the form will not be considered.

2. Demographic Commitment

The Applicant must select one (1) of the following Demographic Commitments:

- a. Family – The proposed Development will serve the general population.
- b. Elderly – The Applicant must indicate whether the proposed Development will be an Elderly Assisted Living Facility (ALF) or an Elderly Non-ALF.

If the Elderly demographic commitment is selected, 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. Contact Person/Applicant/Developer/Management Company

a. Contact Person

- (1) Enter the information for the required Authorized Principal Representative. The Authorized Principal Representative (a) must be a 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 submitted in this Application; and, (d) if funded, will be the recipient of all future documentation that requires a signature.
- (2) A separate Operational Contact Person may be included, if desired. If provided, the Operational Contact Person will be the recipient of any general correspondence associated with the Development activities that does not require a signature.

b. Applicant Information

- (1) The Applicant must state the name of the Applicant.
- (2) The Applicant must be a legally formed entity [i.e., limited partnership, limited liability company, etc.] qualified to do business in the state of Florida as of the Application Deadline. The Applicant must include, as **Attachment 2** to Exhibit A, evidence from the Florida Department of State, Division of Corporations, that the Applicant satisfies the foregoing requirements; such evidence may be in the

form of a certificate of status or other reasonably reliable information or documentation issued, published or made available by the Florida Department of State, Division of Corporations.

- (3) An Applicant that indicates that it is applying as a Non-Profit will only be considered a Non-Profit, for purposes of this RFA, if the Applicant (i) answers the question demonstrating that it meets the definition of Non-Profit as set out in Rule Chapter 67-48, F.A.C.; and (ii) provides the required information stated below. 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 and, if the proposed Development was funded to meet the Non-Profit Goal, funding awarded under this RFA may be rescinded.

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

- (a) The IRS determination letter;
- (b) A description/explanation of how the Non-Profit entity is substantially and materially participating in the management and operation of the Development (i.e., the role of the Non-Profit);
- (c) The names and addresses of the members of the governing board of the Non-Profit entity; and
- (d) The articles of incorporation demonstrating that one of the purposes of the Non-Profit entity is to foster low-income housing.

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.

c. General Developer Information

- (1) The Applicant must state the name of each Developer, including all co-Developers.
- (2) Each Developer entity identified (that is not a natural person) must be a legally formed entity qualified to do business in the state of Florida as of the Application Deadline. For each stated Developer entity that is not a natural person, provide, as **Attachment 4** to Exhibit A, evidence from the Florida Department of State, Division of Corporations, that the Developer satisfies the foregoing requirements. Such evidence may be in the form of a certificate of

status or other reasonably reliable information or documentation issued, published or made available by the Florida Department of State, Division of Corporations.

(3) General Development Experience (5 Points)

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

(a) General Development Experience

A Principal of each experienced Developer entity, which must be a natural person, must have, since January 1, 1997, completed at least three (3) affordable rental housing developments, at least one (1) of which was a Housing Credit development completed since January 1, 2007. At least one (1) of the three (3) completed developments must consist of a total number of units no less than 50 percent of the total number of units in the proposed Development. For purposes of this provision, completed for each of the three (3) developments means (i) that the temporary or final certificate of occupancy has been issued for at least one (1) unit in one (1) of the residential apartment buildings within the development, or (ii) that at least one (1) IRS Form 8609 has been issued for one (1) of the residential apartment buildings within the development. As used in this section, a Housing Credit development that contains multiple buildings is a single development regardless of the number of buildings within the development for which an IRS Form 8609 has been issued.

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

(b) Prior General Development Experience Chart

The Applicant must provide, as **Attachment 4** to Exhibit A, a prior experience chart for each natural person Principal intending to meet the minimum general development experience reflecting the required information for the three (3) completed affordable rental housing developments, one (1) of which must be a Housing Credit development.

Each prior experience chart must include the following information:

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

(c) **Development Experience Withdrawal Disincentive (5 points)**

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

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

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

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

(1) Eligibility Requirements

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

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

(2) Point Item

Applicants will receive 5 points if the uploaded Principal Disclosure Form was stamped “Approved” during the Advance Review Process provided (a) it is still correct as of Application Deadline, and (b) it was approved for the type of funding being requested (i.e., Housing Credits or Non-Housing Credits). The Advance Review Process for Disclosure of Applicant and Developer Principals is available on the Corporation’s Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2017/2017-113> (also accessible by clicking [here](#)) and also includes samples which may assist the Applicant in completing the required Principals Disclosure Form.

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

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

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

The Applicant entity shall be the recipient of the Housing Credits and cannot be changed in any way (materially or non-materially) until after the Carryover Allocation Agreement is in effect. Once the Carryover Allocation Agreement has been executed by all parties, (a) replacement of the Applicant or a material change in the ownership structure of the named Applicant will require Board approval prior to the change, and (b) any non-material change in the ownership structure of the named Applicant will require Corporation approval prior to the

change. The Applicant entity may be changed without Board approval after a Final Cost Certification Package has been approved by the Corporation and the IRS Forms 8609 have been issued; however, the Corporation must still be notified in writing of the change. Changes to the Applicant entity (material or non-material) prior to the execution of a Carryover Allocation Agreement or without Board approval or Corporation approval, as applicable, prior to the approval of the Final Housing Credit Allocation and issuance of the IRS Forms 8609 may result in a disqualification from receiving funding and may be deemed a material misrepresentation. Changes to the investor limited partner of an Applicant limited partnership or the investor-member of an Applicant limited liability company owning the syndicating interest therein will not result in disqualification.

- (4) The Principals of each Developer identified in the Application, including all co-Developers, may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter credit underwriting. In addition, any allowable replacement of an experienced Principal of a Developer entity must meet the experience requirements that were met by the original Principal.

e. General Management Company Information

The Applicant must identify the Management Company and provide, as **Attachment 5** to Exhibit A, a prior experience chart for the Management Company or a principal of Management Company demonstrating experience in the management of at least two (2) 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 (1) of which consists of a total number of units no less than 50 percent of the total number of units in the proposed Development, for at least two (2) years each.

The prior experience chart must include the following information:

Prior General Management Experience Chart				
Name of Management Company or a Principal of the Management Company with the Required Experience: _____				
Name of Development	Location (City & State)	Currently Managing or Formerly Managed	Length of Time (Number of Years)	Total Number of Units

4. General Proposed Development Information

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

- a. The Applicant must state the name of the proposed Development.
- b. Development Category/ Rental Assistance (RA) Level
 - (1) The Applicant must select one (1) of the following Development Categories:

- New Construction
- Rehabilitation
- Acquisition and Rehabilitation
- Redevelopment
- Acquisition and Redevelopment

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

- (2) The proposed Development must meet the Development Category requirements for the applicable Development Category as listed below:
- (a) New Construction
- At least 50 percent of the total units must be new construction.
- (b) Rehabilitation (with or without Acquisition)
- (i) Less than 50 percent of the total units must be new construction;
- (ii) The proposed Development must meet the definition of Rehabilitation in Rule 67-48.002, F.A.C.; and
- (iii) The estimated qualified basis in Rehabilitation expenses per set aside unit within one 24-month period for the building(s) being rehabilitated must be at least \$25,000 per set-aside unit. This is calculated using the greater of the two following criteria:
- 20 percent of the eligible Total Acquisition Costs of Existing Development reflected in Column 1 of Item B. of the Development Cost Pro Forma, multiplied by the Total Set-Aside Percentage, with the resulting amount divided by the number of total set-aside units; or
 - The eligible Total Development Cost reflected in Column 1 of Item G of the Development Cost Pro Forma, minus the eligible Acquisition Costs of Existing Developments reflected in Column 1 of Item B. of the Development Cost Pro Forma, minus Developer Fee on Acquisition Costs reflected in Column 1 of the Development Cost Pro Forma. If the proposed Development qualifies for a basis boost, take this

calculated amount and multiply it by 1.3. Take the resulting amount and multiply by the Total Set-Aside Percentage and then divide by the number of set-aside units.

- (c) Redevelopment (with or without Acquisition)
- (i) At least 50 percent of the total units must be new construction;
- (ii) The Development must meet the definition of Redevelopment in Rule Chapter 67-48.002, F.A.C.; and
- (ii) The Applicant must provide, as **Attachment 6** to Exhibit A, a Development Category 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 will receive PBRA and/or ACC if the proposed Development is funded;
 - Total number of units that currently have or are receiving PBRA and/or ACC. If none, the total number of units that originally received PBRA; and
 - The HUD or RD program currently associated with the existing development. If none, the HUD or RD program originally associated with the existing development.

*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 be built in 1986 or earlier to meet the definition of Redevelopment.

(3) Rental Assistance (RA) Level Classification

- (a) Development Category qualification letter
- (i) Development Category of Redevelopment (with or without Acquisition)
- The Development Category qualification letter is required of all Developments with the Development Category of Redevelopment (with or without Acquisition) as stated in the Development Category requirements above.
- (ii) Development Category of New Construction or Rehabilitation, with or without Acquisition

The Development Category qualification letter is not an eligibility requirement for proposed Developments with the

Development Category of New Construction or Rehabilitation, with or without Acquisition; however, in order to be classified as an RA Level other than RA Level 6, the Development Category qualification letter must be provided as **Attachment 6**, and must meet the following requirements:

The Development Category qualification letter must be a letter from a designated administrator of a federal program that provides long-term rental assistance. The rental assistance provided must be tied to the proposed Development and its units and be for a minimum of 20 years from the date the Development's units are placed in service*. The letter must include the following information and be dated within 12 months of the Application Deadline:

- Name of the proposed Development;
- Address of the proposed Development;
- Total number of units that will receive PBRA, ACC, and/or other form of federal long-term rental assistance if the proposed Development is funded;
- The federal program associated with the rental assistance; and
- A statement that the committed rental assistance will be reserved and available for use by the proposed Development by the time the units are placed in service and committed for a minimum of 20 years upon the units being placed in service*.

*This may be subject to congressional appropriation and continuation of the rental assistance program. For developments documenting the commitment of RD rental assistance, the minimum 20-year commitment term from the date the Development's units are placed in service is not applicable.

All funded Applications will be held to the number of RA units stated in the applicable 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 and, in the case of New Construction and Rehabilitation, other forms of federal long-term rental assistance), as stated in the Development Category qualification letter provided as **Attachment 6**, will be considered to be the proposed Development's RA units and will be the basis of the Applicant's RA Level Classification. The Corporation will divide the RA units stated in the applicable Development Category qualification letter by the total units stated by the Applicant in Exhibit A,

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 (2) 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	Greater than 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	Greater than 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.

(4) Development Category Funding Preference

- (a) Applicants that selected the Development Category of New Construction or Redevelopment, with or without Acquisition, will automatically qualify for the Development Category Funding Preference.
- (b) Qualifications for Applicants that selected the Development Category of Rehabilitation, with or without Acquisition

Applicants that selected the Development Category of Rehabilitation, with or without Acquisition, will qualify for the Development Category Funding Preference outlined in Section Five of the RFA by indicating at question 4.b.(4) of Exhibit A that the proposed Development does NOT meet the definition of Preservation as defined in Rule Chapter 67-48.002(92), F.A.C.

If Applicants that selected the Development Category of Rehabilitation, with or without Acquisition do not answer question 4.b.(4) of Exhibit A, or if the Application reflects an answer of “Yes”, the Application will NOT qualify for the Development Category Funding Preference.

c. Development Type

Select the Development Type for the proposed Development. For mixed-type Developments, indicate the type that will comprise the majority of the units in the Development.

- Garden Apartments (a building comprised of 1, 2 or 3 stories, with or without an elevator)
- Townhouses
- Duplexes
- Quadraplexes
- Mid-Rise, 4-stories (a building comprised of 4 stories and each residential building must have at least one elevator)
- Mid-Rise, 5 to 6-stories (a building comprised of 5 or 6 stories and each residential building must have at least one elevator)
- High Rise (a building comprised of 7 or more stories and each residential building must have at least one elevator)

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

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

d. Concrete Construction Qualifications

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

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

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

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

the building that contains residential, commercial or storage space (other than parking).

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

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

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

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

5. Location of Proposed Development

a. The Applicant must indicate the county where the proposed Development will be located. This RFA is only open to proposed Developments located in Broward, Duval, Hillsborough, Orange, Palm Beach, and Pinellas counties.

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

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

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

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

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

e. Proximity

The Application may earn proximity points based on the distance between the Development Location Point and the Bus or Rail Transit Service (if Private Transportation is not selected at question 5.e.(2)(a) of Exhibit A) and the Community Services stated in Exhibit A. Proximity points will not be applied towards the total score. Proximity points will only be used to determine whether the Applicant meets the required minimum proximity eligibility requirements and the Proximity Funding Preference, as outlined in the chart below.

Applications for proposed Developments that select and qualify for the Local Government Areas of Opportunity Funding points outlined in Section Four A.10. will automatically achieve the required minimum Transit Service Score and qualify for the Proximity Funding Preference without the requirement to provide the services outlined below, provided the Applicant provides the Development Location Point as outlined in d. above.

Requirements and Funding Preference Qualifications

All Applications must achieve a minimum number of Transit Service Points and achieve a minimum number of total proximity points to be eligible for funding. All Applications that achieve a higher number of total proximity points may also qualify for the Proximity Funding Preference as outlined below.

Required Minimum Transit Service Points if Eligible for Proximity Point Boost	Required Minimum Transit Service Points if NOT Eligible for Proximity Point Boost	Required Minimum Total Proximity Points that Must be Achieved to be eligible for funding	Total Proximity Points that Must be Achieved to Receive the Proximity Funding Preference
1.5	2	10.5	12.5 or more

The Application may earn proximity points through the following:

- Qualifying for the PHA Proximity Point Boost or the RD 515 Proximity Point Boost;
- Providing private transportation or based on the distance between the Development Location Point and the Bus or Rail Transit Service; and
- Based on the distance between the Development Location Point and the Community Services.

(1) PHA or RD 515 Proximity Point Boost

(a) PHA Proximity Point Boost

An Application that involves a site(s) with an existing Declaration of Trust between a Public Housing Authority (PHA) and HUD will qualify to receive a 3-point boost toward its proximity score if the Applicant provides a letter from the PHA dated within 12 months of the Application Deadline certifying that the site(s) where all of the units in the proposed Development will be located has an existing Declaration of Trust between the PHA and HUD. The letter must be signed by the appropriate person authorized to make such a certification and must be provided as **Attachment 7** to Exhibit A. Note: This 3-point boost will not count toward meeting the mandatory Minimum Transit Services score.

or

(b) RD 515 Proximity Point Boost

An Application that involves property that is currently assisted with RD 515 funding will qualify to receive a 3 point boost toward its proximity score if the Applicant demonstrates RD 515 funding, as outlined in Section Four A.11.c.(1) of the RFA, and the Applicant selected the Development Category of Rehabilitation or Redevelopment, with or without Acquisition. Note: This 3-point boost will not count toward meeting the mandatory Minimum Transit Services score.

(c) All Applications that qualify for either the PHA Proximity Point Boost or the RD 515 Proximity Point Boost will be required to achieve at least 1.5 Transit Service Points. All other will be required to achieve at least 2.0 Transit Service Points.

(2) Transit Services (Maximum of 6 points)

Applicants may select Private Transportation or provide the location information and distance for one (1) of the remaining four (4) Transit Services on which to base the Application's Transit Score. The Transit Service Scoring

Charts, reflecting the methodology for calculating the points awarded based on the distances, are outlined Exhibit C.

Location of coordinates for Transit Services

For Public Bus Stop, Public Bus Rapid Transit Stop, Public Bus Transfer Stop, MetroRail, Station, TriRail Station, and SunRail Phase 1 Station, coordinates must represent the location where passengers may embark and disembark the bus or train.

For SunRail Phase 2 Station, coordinates must represent the coordinates listed below:

<u>Phase 2 SunRail Station</u>	<u>Latitude/Longitude Coordinates</u>	
DeLand Amtrak Station	29.017292	-81.352567
Kissimmee Amtrak Station	28.293036	-81.404825
Meadow Woods Station	28.386719	-81.374053
Osceola Parkway/Tupperware Station	28.343208	-81.390019
Poinciana Industrial Park Station	28.258900	-81.485603

(a) Private Transportation (2 Points)

This service is defined in Exhibit B and may be selected only if the Applicant selected the Elderly (ALF or Non-ALF) Demographic Commitment.

or

(b) Public Bus Stop (Maximum 2 Points)

This service is defined in Exhibit B and may be selected by all Applicants.

or

(c) Public Bus Transfer Stop (Maximum 6 Points)

This service is defined in Exhibit B and may be selected by all Applicants.

or

(d) Public Bus Rapid Transit Stop (Maximum 6 Points)

This service is defined in Exhibit B and may be selected by all Applicants.

or

(e) Public Rail Station (Maximum 6 Points)

This service is defined in Exhibit B and may be selected by all Applicants.

(3) Community Services (Maximum 4 Points for each service, up to 3 services)

Applicants may provide the location information and distances for three (3) of the following four (4) Community Services on which to base the Application's Community Services Score. The Community Service Scoring Charts, which reflect the methodology for calculating the points awarded based on the distances, are outlined in Exhibit C.

Location of coordinates for Community Services

Coordinates must represent a point that is on the doorway threshold of an exterior entrance that provides direct public access to the building where the service is located. If there is no exterior public entrance to the Community Service, then a point should be used that is at the exterior entrance doorway threshold that is the closest walking distance to the doorway threshold of the interior public entrance to the service. For example, for a Pharmacy located within an enclosed shopping mall structure that does not have a direct public exterior entrance, the latitude and longitude coordinates at the doorway threshold of the exterior public entrance to the enclosed shopping mall that provide the shortest walking distance to the doorway threshold of the interior entrance to the Pharmacy would be used.

Applicants may use the same latitude and longitude coordinates for the Grocery Store, Medical Facility and/or Pharmacy if the Grocery Store, Medical Facility and/or Pharmacy is housed at the same location.

Eligible Community Services

- (a) Grocery Store - This service is defined in Exhibit B and may be selected by all Applicants.
- (b) Public School - This service is defined in Exhibit B and may be selected only if the Applicant selected the Family Demographic Commitment.
- (c) Medical Facility - This service is defined in Exhibit B and may be selected by all Applicants.
- (d) Pharmacy - This service is defined in Exhibit B and may be selected only if the Applicant selected the Elderly Demographic Commitment (ALF or Non-ALF).

(4) Scoring Proximity to Services (Transit and Community)

- (a) Private Transportation

Applicants that selected the Elderly (ALF or Non-ALF) Demographic Commitment and wish to provide Private Transportation as the Transit Service must select “Yes” at question 5.e.(2)(a) of Exhibit A to be eligible to receive 2 points.

(b) Bus and Rail Transit Services and Community Services

Applicants that wish to receive proximity points for Transit Services other than Private Transportation or points for any community service must provide latitude and longitude coordinates for that service, stated in decimal degrees, rounded to at least the sixth decimal place, and the distance between the Development Location point and the coordinates for the service. The distances between the Development Location Point and the latitude and longitude coordinates for each service will be the basis for awarding proximity points. Failure to provide the distance for any service will result in zero points for that service. The Transit and Community Service Scoring Charts reflecting the methodology for calculating the points awarded based on the distances are in Exhibit C.

f. Mandatory Distance Requirement

To be eligible for funding, Applications must qualify for the Mandatory Distance Requirement. Applications may qualify automatically (as outlined below). Applications that are not eligible for the automatic qualification will only qualify if the distance between the latitude and longitude coordinates provided for the Development Location Point, and any Scattered Sites, if applicable, to the coordinates for the other properties identified on the October 2, 2017 FHFC Development Proximity List (the List) that serve the same demographic group as the proposed Development meets the Mandatory Distance Requirement as outlined in (2) below. The List is available on the Corporation’s Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2017/2017-113/other-information-related-to-rfa-2017-113/> (also accessible by clicking [here](#)). Applications that do not qualify for the Mandatory Distance Requirement under (1) or (2) below will not be eligible for funding.

- (1) Applications Eligible for the Automatic qualification for the Mandatory Distance Requirement
- (a) The Applicant selected the Rehabilitation Development Category (with or without Acquisition), the proposed Development involves the Rehabilitation of an existing, occupied residential rental property in operation as of the Application Deadline, and the proposed Development meets all of the following criteria: (i) the Applicant commits to set aside 30 percent of the total units as ELI Set-Aside units on the Total Set-Aside Breakdown Chart, and (ii) the proposed Development is classified as RA Level 1 or RA Level 2; or
 - (b) The Applicant selected the Redevelopment Development Category (with or without Acquisition) and the proposed Development meets all of the

following criteria: (i) the Applicant commits to set aside 30 percent of the total units as ELI Set-Aside units on the Total Set-Aside Breakdown Chart, (ii) the proposed Development is classified as RA Level 1 or RA Level 2, and (iii) the Percentage of Total Units that will have Rental Assistance is greater than 75 percent; or

(c) The proposed Development selected and qualified for the Local Government Area of Opportunity Funding points as outlined in Section Four A.10.

(2) Applications not eligible for the Automatic qualification for the Mandatory Distance Requirement will qualify for the Mandatory Distance Requirement if the distance between the latitude and longitude coordinates provided for the Development Location Point, and any Scattered Sites, if applicable, to the coordinates for the other properties identified on the October 2, 2017 FHFC Development Proximity List (the List) that serve the same demographic group as the proposed Development ~~are within a distance of~~ is at least 0.5 miles.

The 10-2-17 FHFC Development Proximity List and mapping software to display both the Proximity List properties on the list and the Mandatory Distance Requirement buffers described in the chart above are available on the Corporation's Website at [http://www.floridahousing.org/programs/developers-multifamily-programs/multifamily-mapping-application-\(beta\)](http://www.floridahousing.org/programs/developers-multifamily-programs/multifamily-mapping-application-(beta)) (also accessible by clicking [here](#)).

An Applicant may disregard any Development(s) on the List if the proposed Development and any Development(s) on the List have one or more of the same Financial Beneficiaries and meet at least one (1) of the following criteria: (i) they are contiguous or are divided by a street, and/or (ii) they are divided by a prior phase of the proposed Development. If this provision applies to the proposed Development, the Applicant must identify the Development(s) on the List that it wishes to disregard.

g. Racially and Ethnically Concentrated Areas of Poverty (RECAP)

The Applicant must indicate whether any part of the proposed Development is located in a RECAP designated area. The Racially and Ethnically Concentrated Areas of Poverty, effective 06-14-17 are available on the Corporation's Website at [http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/racially-and-ethnically-concentrated-areas-of-poverty-\(recap\)](http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/racially-and-ethnically-concentrated-areas-of-poverty-(recap)) (also accessible by clicking [here](#)). If the question is not answered, the Corporation will consider the proposed Development to be located in a RECAP designated area.

With one exception, proposed Developments that select the Development Category of New Construction, or Rehabilitation, with or without Acquisition, are not eligible to receive funding under this RFA if any part of the proposed Development is located in a RECAP designated area. The one exception to the above prohibition is for a proposed Development where the Applicant selects and qualifies for Local Government Areas of

Opportunity Funding points as outlined in Section Four A.10. Proposed Developments that are located in a RECAP designated area that select the Development Category of Redevelopment, with or without Acquisition, are eligible for funding under this RFA.

If any part of the proposed Development is located in a RECAP designated area, the entire proposed Development will be considered to be located in a RECAP designated area and the Application will only be eligible for funding under this RFA if it qualifies (a) for the Local Government Areas of Opportunity Funding points exception if the Development Category of new construction or Rehabilitation, with or without Acquisition, was selected; or (b) for the Redevelopment (with or without Acquisition) Development Category.

6. Units

- a. The Applicant must state the total number of units in the proposed Development.

All proposed Developments must consist of a minimum of 30 total units. The maximum total number of units, if applicable, is limited as follows:

(1) Elderly Non-ALF Developments

- (a) There is no total unit limitation for proposed Developments with the Development Category of Rehabilitation, with or without Acquisition, of an existing, occupied housing facility that is operating as housing for older persons as set forth in the Federal Fair Housing Act as of the Application Deadline.
- (b) Proposed Developments that do not meet the conditions in (a) above that are located in Broward County may consist of up to 200 total units. Proposed Developments that do not meet the conditions in (a) above that are located in all other counties may consist of up to 160 total units.

(2) Elderly ALF Developments may not consist of more than 125 total units.

(3) Family Developments

There is no total unit limitation on Family Developments.

- b. The Applicant must indicate whether the proposed Development consists of (1) 100 percent new construction units (2) 100 percent rehabilitation units or (3) a combination of new construction units and rehabilitation units and state the quantity of each type.
- c. The Applicant must indicate whether there are any existing units on the Development site as of Application Deadline, and if so, the occupancy status of such units. If the Applicant indicates that there are existing occupied units and if the Development is funded, the Applicant will be required to provide to the Credit Underwriter a plan for relocation of existing tenants, as outlined in Exhibit D.

d. Set-Aside Commitments

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

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

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

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

(2) Set-Aside Commitments per Corporation Requirements

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

(a) Total Income Set-Aside Commitment

- (i) If the proposed Development has a Demographic Commitment of Family or Elderly Non-ALF, the Applicant must set aside a total of at least 80 percent of the Development’s total units at 60 percent AMI or less; or
- (ii) If the proposed Development has a Demographic Commitment of Elderly ALF, the Applicant must set aside a total of at least 50 percent of the Development’s total units at 60 percent AMI or less.

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

The proposed Development must set aside a required percentage of total units for ELI Households. For purposes of this provision, the requirement to set aside units for ELI Households refers to the ELI Area Median Income (AMI) level for the county where the proposed Development is located, as outlined on the chart below.

2017 ELI County Chart

ELI County Chart			
County	ELI Set-Aside AMI Level	County	ELI Set-Aside AMI Level

Broward	28%	Orange	40%
Duval	33%	Palm Beach	30%
Hillsborough	40%	Pinellas	40%

For purposes of this provision, the requirement to set aside units for ELI Households refers to the 2017 ELI Area Median Income (AMI) level for the county where the proposed Development is located.

(i) Required Minimum ELI Set-Aside Commitments

The Applicant must set aside 10 percent of the total units as ELI Set-Aside units.

If the Set-Aside Breakdown Chart reflects more than the applicable required percentage of the total units at the ELI AMI level for the county where the proposed Development is located, during the credit underwriting process the Credit Underwriter will determine whether the Applicant's ELI Set-Aside unit commitment will need to be reduced by increasing the set aside units at AMI level(s) above the ELI level. Any such reduction in the ELI Set-Aside units would be no lower than the applicable required percentage.

(ii) All Applicants with the Demographic Commitment of Family and Elderly Non-ALF are required to commit a Portion of ELI Set-Aside Units as Link Units for Persons with Special Needs as follows:

With the exception of Developments financed with HUD Section 811, Applicants that select the Elderly ALF Demographic Commitment, all Developments must commit to set-aside 50 percent of ELI Set-Aside units 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. Six (6) 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.

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 at <http://apps.floridahousing.org/StandAlone/SpecialNeeds/ContentPage.aspx?PAGE=Link> Initiative Page (also accessible by clicking [here](#)). The Applicant 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 will be stated in the invitation to enter credit underwriting.

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

(3) Total Set-Aside Breakdown Chart

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

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

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

(b) Instructions for completing the Total Set-Aside Breakdown Chart provided in Exhibit A:

To enter data into the Total Set-Aside Breakdown Chart, the Applicant must double click within the desired chart. After entering the total number of units and the percentage of total units at each applicable AMI, the Applicant must then click anywhere on the page outside the chart to exit the chart and save the entry.

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

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

The percentage associated with the lowest AMI level that the Applicant commits to will be multiplied by the total units, rounded up to the next whole unit. The result will be the number of 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 number of units calculated in (i) above will be subtracted from the results of the following to calculate the number of set-aside units at the second lowest AMI level commitment:

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

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

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

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

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

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

e. Unit Mix

(1) Completing the Unit Mix Chart

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

If additional space is required, enter the information in the Addenda. Note: During credit underwriting, the credit underwriter will verify that the ELI Set-Aside units ~~must be~~ are distributed across the unit mix on a pro-rata basis.

(2) Unit Mix requirements for Elderly Developments

- (a) If the Elderly Non-ALF Demographic Commitment is selected and the Development Category of Rehabilitation, with or without Acquisition, is selected, at least 40 percent of the total units must be comprised of one

(1) bedroom or Zero Bedroom Units, and no more than 20 percent of the total units can be larger than two (2) bedroom units.

(b) If the Elderly Non-ALF Demographic Commitment is selected and the Development Category of New Construction or Redevelopment, with or without Acquisition, is selected, at least 50 percent of the total units must be comprised of one (1) bedroom or Zero Bedroom Units, and no more than 15 percent of the total units can be larger than two (2) bedroom units.

(c) 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 (1) bedroom and the sharing of a unit by two or more unaffiliated residents cannot be a condition of occupancy.

(3) If the Family Demographic Commitment is selected, and the Development Category of New Construction or Redevelopment, with or without acquisition, is selected, not more than 25 percent of the total units in the Development may consist of Zero Bedroom units.

f. Compliance Period

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

Note: 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. The affordability period committed to in this section includes the units set aside for ELI Households.

7. Readiness to Proceed

a. Site Control

The Applicant must demonstrate site control by providing, as **Attachment 8** to Exhibit A, the documentation required in Items (1), (2), and/or (3), as indicated below. If the proposed Development consists of Scattered Sites, site control must be demonstrated for all of the Scattered Sites.

(1) Eligible Contract - For purposes of this RFA, an eligible contract is one that has a term that does not expire before June 30, 2018 or that contains extension options exercisable by the purchaser and conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date that is not earlier than June 30, 2018; specifically states that the buyer's remedy for default on the part of the seller includes or is specific performance; and the

buyer MUST be the Applicant unless an assignment of the eligible contract which assigns all of the buyer's rights, title and interests in the eligible contract to the Applicant, is provided. Any assignment must be signed by the assignor and the assignee. If the owner of the subject property is not a party to the eligible contract, all documents evidencing intermediate contracts, agreements, assignments, options, or conveyances of any kind between or among the owner, the Applicant, or other parties, must be provided, and, if a contract, must contain the following elements of an eligible contract: (a) have a term that does not expire before June 30, 2018 or contain extension options exercisable by the purchaser and conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date that is not earlier than June 30, 2018, and (b) specifically state that the buyer's remedy for default on the part of the seller includes or is specific performance.

- (2) Deed or Certificate of Title – The deed or certificate of title (in the event the property was acquired through foreclosure) must be recorded in the county in which the property is located and show the Applicant as the sole Grantee.
- (3) Lease - The lease must have an unexpired term of at least 50 years after the Application Deadline and the lessee must be the Applicant. If the owner of the subject property is not a party to the lease, all documents evidencing intermediate leases, subleases, assignments, or agreements of any kind between or among the owner, the lessor, or any sublessee, assignor, assignee, and the Applicant, or other parties, must be provided, and if a lease, must have an unexpired term of at least 50 years after the Application Deadline. Any assignment must be signed by the assignor and the assignee.

b. Ability to Proceed

The Applicant must demonstrate the following Ability to Proceed elements as of Application Deadline, for the entire proposed Development site, including all Scattered Sites, if applicable, as outlined below. The Florida Housing Ability to Proceed Verification forms (Form Rev. 08-16) are provided on the Corporation's Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2017/2017-113/forms-related-to-rfa-2017-113> (also accessible by clicking [here](#)). Note: The Applicant may include the Florida Housing Ability to Proceed Verification forms that were included in a previous RFA submission for the same proposed Development, provided (i) the form(s) used for this RFA are labeled Form Rev. 08-16, (ii) other than the RFA reference number on the form, none of the information entered on the form and certified to by the signatory has changed in any way, and (iii) the requirements outlined in this RFA are met. The previous RFA number should be crossed through and RFA 2017-113 inserted. If the Applicant provides any prior version of the Florida Housing Ability to Proceed Verification form(s), the form(s) will not be considered.

- (1) Status of Site Plan/Plat Approval. The Applicant must demonstrate the status of site plan or plat approval as of the Application Deadline, for the entire proposed

Development site, by providing, as **Attachment 9** to Exhibit A, the applicable properly completed and executed verification form:

- (a) The Florida Housing Finance Corporation Local Government Verification of Status of Site Plan Approval for Multifamily Developments form (Form Rev. 08-16); or
- (b) The Florida Housing Finance Corporation Local Government Verification of Status of Plat Approval for Residential Rental Developments form (Form Rev. 08-16).

(2) **Appropriate Zoning.** The Applicant must demonstrate that as of the Application Deadline the entire proposed Development site is appropriately zoned and consistent with local land use regulations regarding density and intended use or that the proposed Development site is legally non-conforming by providing, as **Attachment 10** to Exhibit A, the applicable properly completed and executed verification form:

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

(3) **Availability of Electricity.** The Applicant must demonstrate that as of the Application Deadline electricity is available to the entire proposed Development site by providing as **Attachment 11** to Exhibit A:

- (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Electricity form (Form Rev. 08-16); or
- (b) A letter from the electricity service provider that ~~is Development-specific and~~ contains the name of Development and Development location, and is dated within 12 months of the Application Deadline. The letter may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.

(4) **Availability of Water.** The Applicant must demonstrate that as of the Application Deadline water is available to the entire proposed Development site by providing as **Attachment 12** to Exhibit A:

- (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Water form (Form Rev. 08-16); or

- (b) A letter from the water service provider that ~~is Development-specific and~~ contains the name of Development and Development location, and is dated within 12 months of the Application Deadline. The letter may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.

- (5) Availability of Sewer. The Applicant must demonstrate that as of the Application Deadline sewer capacity, package treatment or septic tank service is available to the entire proposed Development site by providing as **Attachment 13** to Exhibit A:
 - (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Sewer Capacity, Package Treatment, or Septic Tank form (Form Rev. 08-16); or
 - (b) A letter from the waste treatment service provider that ~~is Development-specific and~~ contains the name of Development and Development location, and is dated within 12 months of the Application Deadline. The letter may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.

- (6) Availability of Roads. The Applicant must demonstrate that as of the Application Deadline paved roads either (i) exist and will provide access to the proposed Development site or (ii) will be constructed as part of the entire proposed Development by providing as **Attachment 14** to Exhibit A:
 - (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Roads form (Form Rev. 08-16); or
 - (b) A letter from the Local Government that ~~is Development-specific and~~ contains the name of Development and Development location, and is dated within 12 months of the Application Deadline. The letter may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.

8. Construction Features

All units 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. The quality of the construction features committed to by the Applicant is subject to approval of the Board of Directors.

All features and amenities committed to and proposed by the Applicant that are not unit-specific shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both.

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

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

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

*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. 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.

The above documents are available on the Corporation's Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2017/2017-113/other-information-related-to-rfa-2017-113/> (also accessible by clicking [here](#)).

b. General Features

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

- Termite prevention;
- Pest control;
- Window covering for each window and glass door inside each unit;
- Cable or satellite TV hook-up in each unit and, if the Development offers cable or satellite TV service to the residents, the price cannot exceed the market rate for service of similar quality available to the Development's residents from a primary provider of cable or satellite TV;
- Washer and dryer hook ups in each of the Development's units or an on-site laundry facility for resident use. If the proposed Development will have an on-site laundry facility, the following requirements must be met:
 - There must be a minimum of one (1) Energy Star certified washer and one (1) Energy Star certified dryer per every 15 units. To

determine the required number of washers and dryers for the on-site laundry facility; divide the total number of the Development's units by 15, and then round the equation's total up to the nearest whole number; and

- If the proposed Development consists of Scattered Sites, the laundry facility shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both.
- At least two full bathrooms in all 3 bedroom or larger new construction units; and
- Bathtub with shower in at least one bathroom in at least 90 percent of the new construction non-Elderly units;

(2) All Family Demographic Developments must provide a full-size range and oven in all units.

(3) All Developments with the Elderly Demographic (ALF or Non-ALF) Demographic, must also provide the following:

For new construction units, a full-size range and oven must be incorporated in all units.

All rehabilitation 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. Accessibility Features

(1) Required Accessibility Features in all Units

- Primary entrance door shall have a threshold with no more than a ½-inch rise;
- All door handles on primary entrance door and interior doors must have lever handles;
- Lever handles on all bathroom faucets and kitchen sink faucets;
- 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) All Family Demographic Developments must provide reinforced walls for future installation of horizontal grab bars in place around each toilet/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 604.5.1 (Side Wall).

At the request of and at no charge to a resident household, the Development shall purchase and install grab bars around each tub/shower unit in the dwelling unit. The product specifications and installation must meet or exceed 2010 ADA Standards for Accessible Design. The Development shall inform a prospective resident that the Development, upon a resident household's request and at no charge to the household, will install grab bars around a dwelling unit's tub/shower unit, pursuant to the 2010 ADA Standards. At a minimum, the Development shall inform each prospective lessee by including language in the Development's written materials listing and describing the unit's features, as well as including the language in each household's lease.

- (3) Accessibility Features in all Developments with the Elderly (ALF or Non-ALF) Demographic must also provide the following features:
- 15 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 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 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 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 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 2010 ADA Standards for Accessible Design, Section 604.5.1 (Side Wall);
 - Roll-out shelving or drawers in all bottom bathroom vanity cabinets;
 - Adjustable shelving in master bedroom closets (must be adjustable by resident); and

- In at least one of the kitchen's bottom or base cabinets, there shall be a large drawer that has full extension drawer slides.

d. Required Green Building Features in all Developments

- (1) All new construction units must have the features listed below and all rehabilitation units are expected to have all of the following required Green Building features unless found to be not appropriate or feasible within the scope of the rehabilitation work utilizing a capital needs assessment as further explained in Exhibit F of this RFA:
- Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);
 - Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
 - Toilets: 1.28 gallons/flush or less,
 - Faucets: 1.5 gallons/minute or less,
 - Showerheads: 2.0 gallons/minute or less;
 - Energy Star certified refrigerator;
 - Energy Star certified dishwasher;
 - Energy Star certified ventilation fan in all bathrooms;
 - Water heater minimum efficiency specifications:
 - Residential Electric:
 - Up to 55 gallons = .95 EF or .92 UEF; or
 - More than 55 gallons = Energy Star certified; or
 - Tankless = Energy Star certified;
 - Residential Gas (storage or tankless/instantaneous): Energy Star certified,
 - Commercial Gas Water Heater: Energy Star certified;
 - Energy Star certified ceiling fans with lighting fixtures in bedrooms;
 - Air Conditioning (choose in-unit or commercial) *:
 - In-unit air conditioning: minimum 15 SEER; or
 - Ductless mini-split systems – Energy Star certified;
 - Window air conditioners and portable air conditioners are not allowed. Through the wall units and PTACs are allowed in studio and 1 bedroom units;
 - Through the wall units – Energy Star certified
 - PTACS – minimum EER based on capacity:
 - <6,900 Btu/h – 12.8 EER
 - 6,901-9,400 – 12 EER
 - 9,401-11,500 – 11.2 EER
 - 11,501 – 14,700 – 10.4 EER
 - >14,700 – 10.2 EER
 - Central chiller AC system—based on size:
 - 0-65 KBtuh: Energy Star certified; or
 - 65-135 KBtuh: 11.9 EER; or

- 135-240 KBtuh: 12.3 EER; or
 - 240 KBtuh: 12.2 EER;
 - Caulk, weather-strip, or otherwise seal all holes, gaps, cracks, penetrations, and electrical receptacles in building envelope; and
 - Seal and insulate heating and cooling system ducts with mastic or metal backed tape.
- (2) In addition to the required Green Building features outlined in (1) above, proposed Developments with the Development Category of New Construction or Redevelopment, with or without Acquisition, must achieve one of the following Green Building Certification programs: Leadership in Energy and Environmental Design (LEED); Florida Green Building Coalition (FGBC); or ICC 700 National Green Building Standard (NGBS). Selection of the program will be accomplished during the credit underwriting process.
- (3) In addition to the required Green Building features outlined in (1) above, all Applicants that selected the Development Category of Rehabilitation, with or without Acquisition, must select enough additional Green Building features in Exhibit A so that the total point value of the features selected equals at least 10 points. Failure of the Applicant to select at least 10 points worth of the features will result in the Application failing to meet this Mandatory requirement.
- e. Items to be included in the rehabilitation scope of work
- (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. For Proposed Developments with an Elderly Demographic, the inclusion of a full-size range and oven in all units, if determined physically feasible by the CNA provider;
 - (c) Critical repair items as identified in the CNA report that threaten the health and safety of the residents, as well as items identified as being in violation of recorded building and/or fire codes;
 - (d) Green building items outlined in 8.d. above, considering the appropriateness and feasibility of the features and the remaining useful life, as outlined in the CNA provider's final report. For the additional Green Building features selected by the Applicant at question 8.d.(3) of Exhibit A, a total of 10 points must be maintained.
 - (e) Immediate physical needs identified in the CNA report as having a remaining useful life of 5 years or less;

- (2) Once items in (1) above have been addressed in the Rehabilitation Scope of Work, the following items may be added to the scope, if within the remaining available budget.
 - (a) Items identified in the CNA report as having a remaining useful life of 6-15 years.
 - (b) Features and amenities that add to the marketability of the Development.

9. Resident Programs

The quality of the Resident Programs committed to by the Applicant is subject to approval of the Board of Directors.

a. Family Demographic Commitment

If the Applicant selected the Family Demographic, the Applicant must provide at least three (3) of the resident programs outlined below. It is a Mandatory requirement that the Applicant select at least three (3) of the resident programs. The eligible resident programs which may be selected are as follows:

- (1) After School Program for Children – This program requires the Applicant or its Management Company to provide supervised, structured, age-appropriate activities for children during after school hours, Monday through Friday. Activities must be on-site.
- (2) Literacy Training – The Applicant or its Management Company must make available, at no cost to the resident, literacy tutor(s) who will provide weekly literacy lessons to residents in private 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) Employment Assistance Program – The Applicant or its Management Company must provide, at no cost to the resident, a minimum of quarterly scheduled Employment Assistance Program workshops/meetings offering employment counseling by a knowledgeable employment counselor. Such a program includes employability skills workshops providing instruction in the basic skills necessary for getting, keeping, and doing well in a job. The instruction must include, but not be limited to, the following:
 - Evaluation of current job skills;
 - Assistance in setting job goals;
 - Assistance in development of and regular review/update of individualized plan for each participating resident;

- Resume assistance;
- Interview preparation; and
- Placement and follow-up services.

(4) Family Support Coordinator – The Applicant must provide a Family Support Coordinator at no cost to the resident. The Family Support Coordinator shall assist residents in assessing needs and obtaining services, with the goal of promoting successful tenancies and helping residents achieve and maintain maximum independence and self-sufficiency. Responsibilities shall include linking residents with public and private resources in the community to provide needed assistance, develop and oversee on-site programs and activities based on the needs and interests of residents, and support residents in organizing group activities to build community and to address and solve problems such as crime and drug activity. The duties of the Family Support Coordinator shall not be performed by property management staff. The Coordinator shall be on-site and available to residents at least 20 hours per week, within the hours of 9 a.m. and 8 p.m. The Coordinator may be an employee of the Development or, through an agreement, an employee of a third party agency or organization that provides these services.

(5) Financial Management Program – The Applicant or its Management Company shall provide a series of classes to provide residents training in various aspects of personal financial management. Classes must be held at least quarterly, consisting of at least two (2) hours of training per quarter, and must be conducted by parties that are qualified to provide training regarding the respective topic area. If the Development consists of Scattered Sites, the Resident Program must be held on the Scattered Site with the most units. Residents residing at the other sites of a Scattered Site Development must be offered transportation, at no cost to them, to the classes. The topic areas must include, but not be limited to:

- Financial budgeting and bill-paying including training in the use of technologies and web-based applications;
- Tax preparation including do's and don'ts, common tips, and how and where to file, including electronically;
- Fraud prevention including how to prevent credit card and banking fraud, identity theft, computer hacking and avoiding common consumer scams;
- Retirement planning & savings options including preparing a will and estate planning; and
- Homebuyer education including how to prepare to buy a home, and how to access to first-time homebuyer programs in the county in which the development is located.

Different topic areas must be selected for each session, and no topic area may be repeated consecutively.

(6) Homeownership Opportunity Program - Applicant commits to provide a financial incentive which includes the following provisions:

- The incentive must be applicable to the home selected by the resident and may not be restricted to or enhanced by the purchase of homes in which the Applicant, Developer, or other related party has an interest;
- the incentive must be not less than 5 percent of the rent for the resident's unit during the resident's entire occupancy (Note: Resident will receive the incentive for all months for which the resident is in compliance with the terms and conditions of the lease. Damages to the unit in excess of the security deposit will be deducted from the incentive.);
- the benefit must be in the form of a gift or grant and may not be a loan of any nature;
- the benefits of the incentive must accrue from the beginning of occupancy;
- the vesting period can be no longer than 2 years of continuous residency; and
- no fee, deposit or any other such charge can be levied against the resident as a condition of participation in this program.

b. Elderly (ALF or Non-ALF) Demographic Commitment

(1) Required Resident Program for all Applicants that select the Elderly Demographic (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.

- (2) Applicants who select the Elderly ALF Demographic Commitment must also provide the following resident programs:
 - (a) 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.
 - (b) 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.
- (3) Applicants who select the Elderly (ALF or Non-ALF) Demographic, the Applicant must provide at least three (3) of the resident programs outlined below:
 - (a) Literacy Training

The Applicant or its Management Company must make available, at no cost to the resident, literacy tutor(s) who will provide weekly literacy lessons to residents in private 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.
 - (b) 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.

(c) 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.

(d) 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 (6) months.

(e) Resident Assurance Check-In Program

The Applicant commits to 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. Local Government Support

Applicants may only qualify for points under a. or b. below.

a. Local Government Contributions (5 points)

(1) Applicants Eligible for Automatic Points

Applicants that selected and qualified for the Development Category of Rehabilitation, with or without Acquisition, will automatically receive the maximum of five (5) points without any requirement to demonstrate a Local Government contribution.

(2) Applicants Not Eligible for Automatic Points

In order for Applicants that selected the Development Category of New Construction or Redevelopment, with or without Acquisition to receive the maximum of five (5) points, the Applicant must provide evidence of a Local Government grant, loan, fee waiver and/or fee deferral that is effective as of the Application Deadline, is in effect at least through June 30, 2018, and has a

value whose dollar amount is equal to or greater than the amount listed on the County Contribution List (set out below) for the county in which the proposed Development will be located.

The only Local Government contributions that will be considered for the purpose of scoring are:

- Monetary grants
- Loans with the exception of USDA RD funds
- A one-year or more deferral of a fee beyond the date that it is routinely due
- Waiver of fees

(3) Evidence of the Local Government Contribution for the RFA

As evidence of the Local Government contribution, the Applicant must provide the properly completed and executed Local Government Verification of Contribution Form(s) (Form Rev. 08-16) as **Attachment 15** to Exhibit A. The Local Government Contribution forms (Form Rev. 08-16) are available at the Corporation's Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2017/2017-113/forms-related-to-rfa-2017-113> (also accessible by clicking [here](#)). Note: For purposes of this RFA, the Applicant cannot re-use any Florida Housing Local Government Verification of Contribution form that was included in a previous RFA submission. If the Applicant provides a previously submitted Florida Housing Local Government Verification of Contribution form or any other version of a Florida Housing Local Government Verification of Contribution form(s), the form(s) will not be considered.

To qualify for points, the face amount and/or the contribution value of amount of the Local Government contribution stated on the applicable form(s) must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

A loan with a forgiveness provision (and no accrued interest charges) requiring approval of the Local Government can be treated as a loan or a grant, for scoring purposes. Either the "Loan" or the "Grant" verification forms can be used. 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.

Funds administered by the Local Government, including federal funds and SHIP funds, may be included in the contribution as long as the appropriate verification form is provided. For purposes of this RFA, USDA-RD funds will NOT count as a Local Government contribution.

The contribution may not be included as an expense on the Development Cost Pro Forma nor may it be considered part of Development Cost for purposes of

calculating HC basis or Developer's fee. The exception to the previous sentence is deferred Local Government fees, which may be shown on the Development Cost Pro Forma.

For a contribution consisting of a loan or deferred fee to be considered complete and eligible for points, the Local Government Verification form must reflect both the total amount of the loan or deferred fee and the value (difference between the face amount and the net present value of the payment streams) of the loan or deferred fee. Calculate the net present value of the payments using the discount rate of 5.55 percent.

NOTE: Neither the payment stream for the present value calculations (if contribution consists of a loan or deferred fee) nor the calculations by which the total amount of each waiver is determined (if contribution consists of a fee waiver) are required to be attached to the certification form or otherwise included in the Application in order for the certification form to be considered for points.

In order to be eligible to be considered for points as a Local Government contribution, the contribution must:

- Be in effect as of Application Deadline;
- Be effective at least through June 30, 2018;
- Be dedicated solely for the proposed Development;
- Provide a tangible economic benefit that results in a quantifiable cost reduction and must be given specifically to the proposed Development because the Development will provide affordable housing; and
- State, federal, or Local Government funds initially obtained by or derived from a Local Government qualify as a Local Governmental contribution even though the funds are directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization, provided that they otherwise meet the requirements set forth in this RFA, including those relating to the executed verification form.

Local Government contributions that are ineligible to be considered for points include:

- Contributions that are not specifically made for the benefit of affordable housing but are instead of general benefit to the area in which the Development is located;
- The fact that no impact fees or other such fees are levied by a local jurisdiction for ANY type of development does not constitute a Local Government contribution. If such fees are levied by the local jurisdiction but the nature of the proposed Development exempts it (e.g., typically, a Rehabilitation Development is not subject to impact fees), for purposes

of this RFA, no Local Government contribution exists and no points will be awarded;

- The absence of interest on a loan or the absence of interest payments until a specific date does not constitute a deferral or waiver of fees;
- Local Government contributions that have not received final approval;
- A contribution from an Applicant or Developer or Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer;
- A contribution from a PHA;
- HOPE VI funds; and
- A contribution of any portion of the Applicant's site below market value.

Applications are required to reflect both the total amount of the loan or deferred fee and the value (difference between the face amount and the net present value of the payment streams) of the loan or deferred fee on the Local Government Verification form. To calculate the value of a Local Government contribution below market interest rate loan or fee deferral:

- Calculate the net present value of the payments due to the Local Government. For a loan, this includes any balloon payment of principal due on a non-amortizing or non-fully amortizing loan. For a fee deferral, this includes the amount of the fee due at the end of the deferral period.
- Calculate the net present value of the loan payments using the discount rate.
- Subtract the net present value of the loan payments from the original loan principal amount. The remaining amount is the value of the Local Government contribution.

Example: If the discount rate is assumed to be 5.55 percent and the Local Government will provide a fully amortizing \$200,000 loan at 3 percent for 30 years with monthly payments, the contribution is calculated as follows:

Calculate the monthly payment of the \$200,000 loan at 3 percent (\$843.21)

Calculate the net present value of the stream of (\$843.21) monthly payments over 30 years (360 months) using a 5.55 percent discount rate (\$147,690.39)

Subtract the net present value amount from the original principal loan amount to arrive at the value of the contribution ($\$200,000 - \$147,690.39 = \$52,309.61$ value).

Example: If the discount rate is assumed to be 5.55 percent and the Local Government will provide an interest only \$200,000 loan at 3 percent for 30 years with payments due monthly, the contribution is calculated as follows:

Calculate the monthly payment of the \$200,000 loan at 3 percent. Multiply the \$200,000 by 3 percent and divide the result by 12. The answer is \$500. As such, the loan payments for the first 359 months are \$500.

Calculate the net present value of the stream of the various monthly payments over 30 years (360 months) using a 5.55 percent discount rate (\$125,560.06).

Subtract the net present value amount from the original principal loan amount to arrive at the value of the contribution (\$200,000.00 - \$125,560.06 = \$74,439.94 value).

Example: A Development is to be located in Sarasota County and has achieved a Local Government contribution valued at \$37,500. The County Contribution List states that a Development to be located in Sarasota County must obtain contributions valued at \$50,000 to achieve 5 points. Therefore, in this example, the Development would receive 3.75 points ($(\$37,500 / \$50,000) \times 5$).

NOTE: Points will be rounded to two decimal places (3.345 rounded up to 3.35 and 3.3449 rounded down to 3.34).

County Contribution List

County in Which the Development Is to be Located	Value of Contribution Required to Achieve Maximum Points
Broward	\$100,000
Duval Hillsborough Orange Palm Beach Pinellas	\$75,000

b. Local Government Areas of Opportunity Funding Points (10 points):

In order for an Applicant to receive points, the Applicant must demonstrate a high level of Local Government interest in the project via an increased amount of Local Government contributions in the form of cash loans and/or cash grants, as outlined below. To that end, the Corporation will only award points to a proposed Development where a jurisdiction (i.e., the county or a municipality) has contributed cash loans and/or cash grants for any proposed Development applying in this RFA in an amount sufficient to qualify for these points. Any single jurisdiction may not contribute cash loans and/or cash grants to more than one proposed Development applying for these Local Government Areas of Opportunity Funding points. During the ranking process outlined in Section Four B of the RFA, if multiple Applications demonstrate Local Government loans and/or grants from the same jurisdiction in an amount sufficient to qualify for these points, then all such Applications will be deemed ineligible for these points, but may receive Local Government Contribution points as

outlined in 10.a.(2) above, provided the Local Government Verification of Contribution forms meet the requirements outlined in 10.a.(2) above.

The total amount of permanent funding resources, in the form of cash loans and/or cash grants from Local Government sources will, for purposes of this provision, be considered to be “Local Government Areas of Opportunity Funding.” This funding shall be used for the construction and/or rehabilitation of the proposed Development and shall be paid in full by the local jurisdiction no later than 90 days following the date the proposed Development is placed in-service. In-kind donations or any other donation of property or assets or waiver or deferral of any fees will not be considered Local Government Areas of Opportunity Funding. In order to be eligible to be considered Local Government Areas of Opportunity Funding, the cash loans and/or cash grants must be demonstrated via one or both of the Florida Housing Local Government Verification of Contribution forms (Form Rev. 08-16), called “Local Government Verification of Contribution – Loan” form and/or the “Local Government Verification of Contribution – Grant” form. The forms must meet the requirements outlined in 10.a.(2) above, the qualifying funding must be reflected as a source on the Development Cost Pro Forma, and the applicable form(s) must be provided as **Attachment 15** to the Application.

If the Applicant qualifies for Local Government Areas of Opportunity Funding points and is awarded funding under this RFA, the Applicant must provide and maintain an amount equal to or greater than the minimum qualifying amounts listed in the table below within the permanent sources of financing.

To qualify for Local Government Areas of Opportunity Funding points, the face amounts of any cash loans and/or cash grants shown on the aforementioned Local Government Verification of Contribution forms shall be totaled and the total of these amounts must equal or be greater than the amounts listed in the table below for the proposed Development’s Building Type.

If the total face amounts of any cash loans and/or cash grants shown on the Local Government Verification of Contribution form(s) total less than the amounts listed in the table below, the Application will not receive Local Government Areas of Opportunity Funding points, but may receive Local Government Contribution points as outlined in 10.a.(2) above, provided the Local Government Verification of Contribution forms meet the requirements outlined in 10.a.(2) above.

Minimum Local Government Area of Opportunity Funding Amounts		
Building Type*	Total Amount of Loan(s)/Grant(s) for Duval, Hillsborough, Orange, Palm Beach and Pinellas Counties	Total Amount of Loan(s)/Grant(s) for Broward County
Garden-Wood (NC)	\$472,000	\$495,250
Garden-Concrete (NC)	\$567,500	\$595,250
Mid-Rise-Wood (NC)	\$567,500	\$595,250

Mid-Rise-Concrete (NC)	\$625,750	\$656,000
High-Rise (NC)	\$747,000	\$783,250
Garden (Rehab)	\$396,750	\$416,000
Non-Garden (Rehab)	\$559,000	\$586,250

* For purposes of this provision (i) Concrete refers to a “Yes” answer to question 4.d. of Exhibit A; (ii) NC includes Development Categories of New Construction, Redevelopment and Acquisition and Redevelopment and Rehab includes Development Categories of Rehabilitation and Acquisition and Rehabilitation, as selected by the Applicant at question 4.b. of Exhibit A; and (iii) 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), as selected by the Applicant at question 4.c. of Exhibit A. In the case of mixed-type Developments, the Applicant should use the Building Type that will comprise the majority of the units in the Development.

11. Funding

a. Corporation Funding

(1) Eligible Housing Credit Request Amount

The Applicant must state the amount of Housing Credits it is requesting.

The Eligible Housing Credit Request Amount will be based on the lesser of (i) the Applicant’s Housing Credit Request Amount and (ii) the Maximum Housing Credit Request Limit (as outlined in (2) below). If the Applicant states an amount that is greater than the amount the Applicant is eligible to request, the Corporation will reduce the amount down to the maximum amount the Applicant is eligible to request (“Eligible Housing Credit Request Amount”).

(2) Maximum HC Request Chart

The Applicant’s Housing Credit Request Amount cannot exceed the applicable County Category amount stated in the following chart:

County Category	Column A	Column B
	If the Development does <u>not</u> qualify for the basis boost as outlined in (4) below.	If the Development qualifies for the basis boost as outlined in (4) below
Broward County	\$1,970,000	\$2,561,000
Hillsborough, Orange, or Palm Beach County	\$1,625,000	\$2,110,000
Duval or Pinellas County	\$1,276,000	\$1,660,000

(3) Declaration as First Phase of a Multiphase Development

If the Applicant intends to declare the proposed Development as the first phase of a multiphase Development, it must answer “Yes” to the question in Exhibit A. To declare this proposed Development as the first phase of a multiphase Development, at least one (1) building must be located within the HUD-designated DDA or HUD-designated QCT stated in Exhibit A. Note: Developments located only in a Geographic Areas of Opportunity (outlined in (4)(d) below) do not qualify as a multiphase Development.

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

To qualify for the basis boost, subsequent phases must meet the requirements in (4)(a) below.

(4) Basis Boost Qualifications

With regard to Housing Credits, HUD provides regulatory guidance on the effective date of Difficult Development Area (DDA) and Qualified Census Tract (QCT) lists for the purpose of determining whether a Development qualifies for an increase in eligible basis in accordance with Section 42(d)(5)(B) of the IRC. HUD’s notice published in the October 17, 2016 edition of the Federal Register (https://www.huduser.gov/portal/Datasets/QCT/QCTDDA2017_Notice.pdf) governs the eligibility for a basis boost for the Development proposed in this RFA.

(a) Subsequent Phase of a Multiphase Development

For purposes of this RFA, a subsequent phase of a multiphase Development is one where the first phase was appropriately identified as such and received an award of Housing Credits (“initial award”) in one of the following: (i) the 2011 Universal Application Cycle, (ii) a Request for Proposal or Request for Application (“RFP” or “RFA”) issued in calendar year 2013, 2014, 2015, 2016, or 2017, 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, (A) the Applicant must have submitted an Application for Housing Credits in immediately consecutive years, per the HUD requirements, (B) the 730-day period following the initial award must not end prior to the submission deadline for the Corporation's competitive RFA or a Non-Corporation Bond issuer's competitive application, per HUD's requirements, and (C) the subsequent phase must have at least one (1) building located within the boundary of the declared HUD-designated DDA or HUD-designated QCT which applied to the Development declared as the first phase by the first phase Applicant. Note: Developments located only in a Geographic Areas of Opportunity (outlined in (4)(d) below) do not qualify as a multiphase Development.

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

The proposed Development's subsequent phase status will be confirmed during the credit underwriting process. If it is determined that the proposed Development does not meet the criteria to be designated a subsequent phase of a multiphase Development and the Housing Credit request was based on such contention, it will no longer be considered a subsequent phase of a multiphase Development and the Applicant's Competitive Housing Credit award may be rescinded.

(b) 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 at <https://www.huduser.gov/portal/Datasets/qct/DDA2017M.PDF> and <http://qct.huduser.gov/tables/saddatables.odt> . The applicable HUD mapping software is available at https://www.huduser.gov/portal/sadda/sadda_qct.html.

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

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

(c) 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 here:
<https://www.huduser.gov/portal/Datasets/qct/QCT2017M.PDF>
and
<https://www.huduser.gov/portal/Datasets/qct/QCT2017NM.PDF>.

To qualify, the Applicant must provide a copy of a letter from the local planning office or census bureau verifying the entire proposed Development site is located within the referenced QCT as **Attachment 16** to Exhibit A.

(d) Geographic Areas of Opportunity

A proposed Development will be eligible for the basis boost for any buildings located within a Geographic Areas of Opportunity.

The Applicant must identify the Geographic Area of Opportunity census tracts in Exhibit A.

The FHFC-assigned Geographic Areas of Opportunity census tracts are available on the Corporation Website at <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/areas-of-opportunity/2017> (also available by clicking [here](#)).

The Geographic Areas of Opportunity census tract(s) will only apply to the building(s) located within the applicable census tract(s) and only those building(s) will be eligible for the basis boost. During credit underwriting and at the time of Final Cost Certification, if it is determined that there are buildings located outside of the applicable census tract(s), the Corporation reserves the right to reduce the Housing Credit Allocation if the eligible basis for the building(s) located in the applicable census tract(s) is not sufficient to support the request amount.

- (e) Applicants that qualify for Local Government Areas of Opportunity Funding points, as outlined in Section Four A.10.b. are eligible for the basis boost.

(5) Housing Credit Equity Proposal

A HC equity proposal must be provided as **Attachment 17**. 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: (a) if syndicating/selling the Housing Credits, meet the requirements outlined in (i) below and include the information outlined in (ii) below, or (b) if not syndicating/selling the Housing Credits, meet the requirements outlined in (i) below and include the information outlined in (iii) below:

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

- (ii) If syndicating/selling the Housing Credits

- (A) The Housing Credit equity proposal must meet the following criteria:

- Be executed by all parties, including the Applicant;
- Include specific reference to the Applicant as the beneficiary of the equity proceeds;
- State the proposed amount of equity to be paid prior to construction completion;
- State the anticipated Eligible Housing Credit Request Amount;
- State the anticipated dollar amount of Housing Credit allocation to be purchased; and
- State the anticipated total amount of equity to be provided.

- (B) If the limited partnership agreement or limited liability company operating agreement has closed, the closed agreement must be provided. To be counted as a source of financing, the partnership agreement or operating agreement must meet the requirements of (i) above or the Applicant must submit separate documentation, signed by the equity provider, expressly stating any required criteria not provided in the agreement.
- (iii) If not syndicating/selling the Housing Credits, the owner's commitment to provide equity must be provided.
 - (A) The commitment must include the following information and must be provided as **Attachment 17** to the Application:
 - The proposed amount of equity to be paid prior to construction completion;
 - The anticipated Eligible Housing Credit Request Amount;
 - The anticipated dollar amount of Housing Credit allocation to be purchased; and
 - The anticipated total amount of equity to be provided.
 - (B) Evidence of ability to fund must be provided with Attachment 17 to the Application.

Note: Exhibit D to the RFA outlines the requirement and deadline for the Applicant's confirmation that the documented equity amount to be paid prior to or simultaneous with the closing of construction financing is at least 15 percent of the total proposed equity to be provided (the 15 percent criteria).

b. Other Corporation Funding

- (a) If the Development has received funding from the Predevelopment Loan Program (PLP), the Corporation file number and amount of funding must be listed. Note: PLP funding cannot be used as a source of financing on the Construction/Rehab Analysis or the Permanent Analysis.
- (b) The Applicant must list any other Corporation funding that is intended to be utilized as a source of financing for the proposed Development.

c. 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 to qualify for the RD Proximity Point Boost as outlined in Section Four A.5.e. the Applicant must:
- (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 (6) months of the Application Deadline, as **Attachment 18** to Exhibit A, confirming the funding source as outlined below:
 - (A) For proposed Developments with the Development Category of Rehabilitation or Redevelopment (either one with or without Acquisition), 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.
- or
- (B) For proposed Developments with the Development Category of New Construction, the RD letter must include the following information:
 - Name of Proposed Development;
 - Name of Applicant as borrower or direct recipient;
 - RD Loan amount; and
 - Acknowledgment that property is applying for Housing Credits.
- (c) If the proposed Development will be assisted with funding under the RD 538 Program, the Applicant must:
- (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
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Attachment 18 to Exhibit A. The U.S. Department of Agriculture, Rural Development (RD), list of Section 538 Guaranteed Rural Rental Housing approved lenders is available by clicking [here](#).

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

(2) Non-Corporation Funding Proposals

For funding, other than deferred Developer fee, to be counted as a source on Development Cost Pro Forma, the Applicant must provide documentation of all financing proposals from both the construction and the permanent lender(s), equity proposals from the syndicator, and other sources of funding. The financing proposals must state whether they are for construction financing, permanent financing, or both, and all attachments and/or exhibits referenced in the proposal must be included. Insert documentation for each source as **Attachment 19** to Exhibit A and continue with sequentially numbered attachments for each additional funding source. Evidence for each funding source must be behind its own sequentially numbered attachment.

For purposes of the Application, the following will not be considered a source of financing: net operating income, capital contributions not documented in accordance with financing proposals that are not from a Regulated Mortgage Lender, fee waivers or any portion of any fees that are reimbursed by the local government. Additionally, fee waivers or any portion of any fees that are reimbursed by the local government cannot be considered as Development costs.

(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. Evidence for each funding source must be behind its own numbered attachment.

Each financing proposal shall contain:

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

Note: Eligible Local Government financial commitments (i.e., grants and loans) can be considered a source of financing without

meeting the requirements of (i) through (iv) above if the Applicant provides the properly completed and executed Local Government Verification of Contribution – Grant Form (Form 08-16) and/or the Local Government Verification of Contribution – Loan Form (Form 08-16) and such grant and/or loan is effective at least through June 30, 2018. A loan with a forgiveness provision (and no accrued interest charges) requiring approval of the Local Government can be treated as a loan or a grant, for scoring purposes. Either the "Loan" or the "Grant" verification forms can be used. The grant and loan forms (Form 08-16) are available on the Corporation Website at: <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2017/2017-113/forms-related-to-rfa-2017-113> (also accessible by clicking [here](#)). If the loan form is used for a loan with forgiveness provision (and no accrued interest charges), the space for entering the net present value of the loan is not applicable to this RFA and will not be considered.

(b) Financing that has closed:

(i) If the financing has closed in the Applicant's name, provide a letter from the lender acknowledging that the loan has closed. The letter must also include the following information:

- Amount of the construction loan, if applicable;
- Amount of the permanent loan, if applicable; and
- Specific reference to the Applicant as the borrower/direct recipient/mortgagee.

(ii) Except for HUD 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, the Applicant must provide a letter from the lender, dated within six (6) months of the Application Deadline, that includes the following information:

- Specifically references the Applicant as the assuming party;
- If a permanent loan, states the amount to be assumed; and
- If a construction loan, states the maximum amount of funding capacity.

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

- Name of existing development;

- Name of proposed Development;
- Loan balance;
- Acknowledgment that property is applying for Housing Credits; and
- Applicable HUD program.

If the debt being assumed is provided by RD, the Applicant is only required to provide the information described in Item 11.b.(3) 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.
- (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 for scoring purposes if the commitment is properly executed and, if applicable, evidence of ability to fund is provided.

d. Development Cost Pro Forma

All Applicants must complete the Development Cost Pro Forma listing the anticipated expenses or uses, the Detail/Explanation Sheet, if applicable, and the Construction or Rehab Analysis and Permanent Analysis listing the anticipated sources (both Corporation and non-Corporation funding). The sources must equal or exceed the uses. During the scoring process, if a funding source is not considered and/or if the Applicant's funding Request Amount is adjusted downward, this may result in a funding shortfall. If the Applicant has a funding shortfall, it will be ineligible for funding.

The Development Cost Pro Forma must include all anticipated costs of the Development construction, rehabilitation and, if applicable, acquisition, including the Developer fee and General Contractor fee, as outlined below. Waived or reimbursed fees or charges are not considered costs to the Development and therefore, should not be included on the Development Cost Pro Forma. Note: deferred Developer fees are not considered "waived fees."

Developer fee and General Contractor fee must be disclosed. In the event the Developer fee and/or General Contractor fee are/is not disclosed on the Development Cost Pro Forma, the Corporation will assume that these fees will be the maximum allowable and will add the maximum amount(s) to Total Development Cost. If an Applicant lists a Developer fee, General Contractor fee, or contingency reserve that exceeds the stated Application limits, the Corporation will adjust the fee to the maximum allowable. As stated below, Applicants may not enter any amounts pertaining to operating deficit reserves. The Corporation will not consider any operating deficit reserves listed on the Pro Forma.

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

(1) Developer Fee

~~The Developer fee shall be limited to 16 percent of Development Cost. The maximum allowable Developer fee will be tested during the scoring of the Application by multiplying the Development Cost by 16 percent rounded down to the nearest dollar.~~

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

- (i) Developer Fee on Acquisition Costs is limited to 16 percent of the Total Acquisition Costs 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 Costs 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 (i) or (ii) are exceeded, the Corporation will adjust the amount down to the maximum allowed. Additionally, the Corporation may further adjust the Developer Fee on Acquisition Costs, and/or Developer Fee on Non-Acquisition Costs, stated on the Development Cost Pro Forma and used to calculate the Developer Fee in Item D of the Development Cost Pro Forma. The conditions for such adjustments are stated below:

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

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

(2) General Contractor Fee

General Contractor fee shall be limited to 14 percent of actual construction cost. The maximum allowable General Contractor fee will be tested during

the scoring of the Application by multiplying the actual construction cost by 14 percent, rounded down to the nearest dollar.

(3) Contingency Reserves

For Application purposes, the maximum hard and soft cost contingencies allowed cannot exceed (a) 5 percent of hard and soft costs for Development Categories of New Construction or Redevelopment, with or without Acquisition; or (b) 15 percent of hard costs and 5 percent of soft costs for Development Categories of Rehabilitation, with or without Acquisition, as further described in Rule Chapter 67-48, F.A.C. The determination of the contingency reserve is limited to the maximum stated percentage of total actual construction costs (hard costs) and general development costs (soft costs), as applicable.

(4) Operating Deficit Reserves

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

In exchange for receiving funding from the Corporation, the Corporation reserves the authority to restrict the disposition of any funds remaining in any operating deficit reserve(s) after the term of the reserve's original purpose has terminated or is near termination. Authorized disposition uses are limited to payments towards any outstanding loan balances of the Development funded from the Corporation, any outstanding Corporation fees, any unpaid costs incurred in the completion of the Development (i.e., deferred Developer fee), the Development's capital replacement reserve account (provided, however, that any operating deficit reserve funds deposited to the replacement reserve account will not replace, negate, or otherwise be considered an advance payment or pre-funding of the Applicant's obligation to periodically fund the replacement reserve account), the reimbursement of any loan(s) provided by a partner, member or guarantor as set forth in the Applicant's organizational agreement (i.e.,

operating or limited partnership agreement) and, in the case of a Development with a Homeless or Persons with Special Needs Demographic Commitment, another operating deficit reserve whereby its final disposition remains under this same restriction. The actual direction of the disposition is at the Applicant's discretion so long as it is an option permitted by the Corporation. In no event, shall the payment of amounts to the Applicant or the Developer from any operating deficit reserve established for the Development cause the Developer fee or General Contractor fee to exceed the applicable percentage limitations provided for in this RFA.

e. Per Unit Construction Funding Preference

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

- (a) Applications with a Development Category of New Construction or Redevelopment, with or without Acquisition, and
- (b) Applications with a Development Category of Rehabilitation, with or without Acquisition, that reflect an amount of at least \$32,500 per unit when the amount listed in the Total column of the Development Cost Pro Forma for the Development Cost line item A1.1 (Actual Construction Cost) is divided by the number of total units in the Development.

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

Applications with a Development Category of Rehabilitation, with or without Acquisition, that reflect an amount less than \$32,500 per unit, when the amount listed in the Total column of the Development Cost Pro Forma for the Development Cost line item A1.1 (Actual Construction Cost) is divided by the number of total units in the Development.

Indicate whether the proposed development qualifies for this funding preference in Exhibit A.

B. Addenda

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

**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.

Eligibility Items
Submission Requirements met*
\$25,000 Letter of Credit Requirements met (if applicable)
Demographic Commitment selected
Name of Applicant provided
Evidence Applicant is a legally formed entity provided
Principals for Applicant and Developer(s) Disclosure Form provided
Authorized Principal Representative provided
Name of Each Developer provided
Evidence that each Developer entity is a legally formed entity provided
General Developer Experience Requirement met
Name of Management Company provided
Prior General Management Company Experience requirement met
Name of Proposed Development provided
County identified
Address of Development Site provided
Question whether a Scattered Sites Development answered
RECAP Conditions met (if applicable)
Development Category selected
Development Type provided
Total Number of Units provided and within limits
Number of new construction units and rehabilitation units provided
Occupancy status of any existing units provided
Status of Site Plan/Plat Approval demonstrated
Appropriate Zoning demonstrated
Availability of Electricity demonstrated
Availability of Water demonstrated
Availability of Sewer demonstrated
Availability of Roads demonstrated
Unit Mix provided
Development Location Point provided
Latitude and Longitude Coordinates for any Scattered Sites provided, if applicable
Minimum Transit Score met (if applicable)
Minimum Total Proximity Score met
Mandatory Distance Requirement met
Minimum Set-Aside election provided
Total Set-Aside Breakdown Chart properly completed
Evidence of Site Control provided
Minimum Additional Green Building Features selected
Minimum Resident Programs selected
Applicant's Housing Credit Request Amount provided

Development Cost Pro Forma provided (listing expenses or uses) and Construction/Rehab analysis and Permanent analysis (listing sources) – Sources must equal or exceed uses
Financial Arrearage Requirements met**
Total Development Cost Per Unit Limitation met***

* Submission Requirement

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

** Financial Arrearage Requirement

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

*** Total Development Cost Per Unit Limitation

By submitting its Application, the Applicant agrees and acknowledges that the Application will be subject to the Total Development Cost Per Unit Limitation during the scoring, credit underwriting, and final Housing Credit allocation process.

The Corporation shall limit the Total Development Cost (TDC) per unit for all Developments categorized by the construction type of the units as indicated below and this limit is referred to as the TDC Per Unit Limitation. It is a limit based on TDC, but exclusive of land costs and exclusive of any operating deficit reserves that are part of the permanent phase (i.e., non-construction) financing for the Development which have not been included within the Developer fee, applying any applicable TDC multiplier and/or TDC add-on. The proposed Development’s TDC will be tested against the TDC Per Unit Limitation during the

scoring of the RFA, utilizing the Development Type, Development Category and concrete determination made by the Applicant in the RFA and it will apply to all units in the proposed Development. During the credit underwriting process, and during the final allocation process, the maximum TDC per unit will be recalculated for each unit type as described in Item 1 of Exhibit C, with consideration given to whether the Development consists one or more Development Types, a mix of both new construction and rehabilitation units, or a mix of wood and concrete units.

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

Any Application that has an amount that exceeds these limitations during scoring will not be eligible for funding. These TDC Per Unit Base Limitation amounts are effective during the scoring process. Item 1 of Exhibit C provides the TDC Per Unit Base Limitation amounts that account for an escalation factor, as explained in the exhibit.

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

Measure	New Construction Units					Rehabilitation Units	
	Garden Wood*	Garden Concrete*	Mid-Rise-Wood*	Mid-Rise-Concrete*	High-Rise*	Garden*	Non-Garden*
Maximum TDC Per Unit Limitation ** for all counties except Broward and Miami-Dade	\$188,800	\$227,000	\$227,000	\$250,300	\$298,800	\$158,700	\$223,600
Maximum TDC Per Unit Limitation ** for Broward and Miami-Dade counties	\$198,100	\$238,100	\$238,100	\$262,400	\$313,300	\$166,400	\$234,500
Applicable TDC Multipliers (to be applied against the Development's TDC) and TDC Add-Ons (to be added to the Maximum TDC Per Unit Limitation)							
TDC Multiplier for Elderly-ALF Developments					95%		
TDC Add-On for Applicants that have a PHA as a Principal					\$5,000 of additional per unit costs will be added to the above Maximum TDC Per Unit Limitation		

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

** Exclusive of land costs and exclusive of any approved operating deficit reserves that are part of the permanent phase (i.e., non-construction) financing for the Development which have not been included within the Developer fee. When the term of operating deficit reserves (ODR) is mentioned in this TDC Per Unit Limitation section, the term shall refer to these particular operating deficit reserves. For purposes of land valuation, the Corporation uses the lesser of the appraised value, or the actual land cost. When land costs are referenced in this TDC Per Unit Limitation section, the reference shall be limited to the amount of the land cost approved by the Corporation to be provided in the final cost certification under the land owned cost line item. When the

term of TDC Per Unit Base Limitation is mentioned below in the compliance determination sections, it is implied to be inclusive of any applicable escalation factor, TDC Multiplier, and/or TDC Add-On.

2. Awarding Points

Point Items	Maximum Points
Submission of Principal Disclosure Form stamped by Corporation as “Pre-Approved”	5
Development Experience Withdrawal Disincentive	5
Local Government Contribution Points	5
or	
Local Government Area of Opportunity Points	10
Total Possible Points	<u>25</u> <u>20</u>

B. Selection Process

1. Goals

The Corporation has a goal to fund one (1) Application wherein the Applicant applied and qualified as a Non-Profit Applicant.

2. 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 as follows:

- (1) First, by the Application’s eligibility for the Proximity Funding Preference (which is outlined in Section Four A.5.e. of the RFA) with Applications that qualify for the preference listed above Applications that do not qualify for the preference;
- (2) Next, by the Application’s eligibility for the Per Unit Construction Funding Preference which is outlined in Section Four A.11.e. of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);
- (2) Next, by the Application’s eligibility for the Development Category Funding Preference which is outlined in Section Four A.4.b.(4) of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);
- (3) Next, by the Application’s Leveraging Classification, applying the multipliers outlined in Item 3 of Exhibit C of the RFA (with Applications having the Classification of A listed above Applications having the Classification of B);
- (4) Next, by the Application’s eligibility for the Florida Job Creation Funding Preference which is outlined in Item 4 of Exhibit C of the RFA (with Applications

that qualify for the preference listed above Applications that do not qualify for the preference); and

- (5) And finally, by lottery number, resulting in the lowest lottery number receiving preference.

3. The Funding Selection Process

- a. The highest ranking eligible Application will be selected for funding for proposed Developments located in each of the following counties for which an eligible Application was received: Broward, Duval, Hillsborough, Orange, Palm Beach, and Pinellas.
- b. If funding remains after funding the highest ranking eligible Applications as outlined in a. above, and if none of the Applications selected for funding in a. above qualify for the Non-Profit goal, the next Application selected for funding will be the highest ranking eligible unfunded Application wherein the Applicant applied and qualified as a Non-Profit Applicant, regardless of county. If the selected Application cannot be fully funded, it will be entitled to receive a Binding Commitment for the unfunded balance.
- c. If funding remains after funding the highest ranking eligible Applications as outlined in a. above and at least one (1) of the selected Applications qualified for the Non-Profit goal, the next Application selected for funding will be the highest ranking eligible unfunded Application in Broward County. If the selected Application cannot be fully funded, it will be entitled to receive a Binding Commitment for the unfunded balance. If funding remains after selecting the highest ranking eligible unfunded Broward County Application, or if there is no eligible unfunded Application located in Broward County, no additional Applications from any county will be selected for funding and any remaining funding will be distributed as approved by the Board.

4. Returned Allocation

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

SECTION SIX AWARD PROCESS

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

The Committee shall conduct at least one public meeting during which the Committee members may discuss their evaluations, select Applicants to be considered for award, and make any adjustments deemed necessary to best serve the interests of the Corporation's mission. The Committee will list the

Applications deemed eligible for funding in order applying the funding selection criteria outlined in Section Five above, and develop a recommendation or series of recommendations to the Board.

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

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

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

Exhibit A to RFA 2017-113- Application

1. Submission Requirements

- a. Application Withdrawal Disincentive:
- (1) \$25,000 Application Withdrawal Cash Deposit.
If applicable, to whom should the refund check be made payable?
[Click here to enter text.](#)

Or

 - (2) \$25,000 Letter of Credit.
- b. Provide the Applicant Certification and Acknowledgement, executed by the Authorized Principal Representative, as **Attachment 1**.

2. Demographic Commitment

- a. Family
- b. Elderly ALF
- c. Elderly Non-ALF

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

- a. Contact Person
- (1) Authorized Principal Representative contact information (required)

First Name: [Click here to enter text.](#)
Middle Initial: [Click here to enter text.](#)
Last Name: [Click here to enter text.](#)
Street Address: [Click here to enter text.](#)
City: [Click here to enter text.](#)
State: [Click here to enter text.](#)
Zip: [Click here to enter text.](#)
Telephone: [Click here to enter text.](#)
Facsimile: [Click here to enter text.](#)
E-Mail Address: [Click here to enter text.](#)
Relationship to Applicant: [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.](#)
Street Address: [Click here to enter text.](#)

City: [Click here to enter text.](#)
State: [Click here to enter text.](#)
Zip: [Click here to enter text.](#)
Telephone: [Click here to enter text.](#)
Facsimile: [Click here to enter text.](#)
E-Mail Address: [Click here to enter text.](#)
Relationship to Applicant: [Click here to enter text.](#)

b. Applicant

(1) Name of Applicant:

[Click here to enter text.](#)

(2) Provide the required documentation to demonstrate that the Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline as **Attachment 2**.

(3) Non-Profit Applicant qualifications

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

Yes No

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

c. General Developer Information

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

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

(2) For each Developer entity listed in question (1) above (that is not a natural person), provide, as **Attachment 4**, the required documentation demonstrating that the Developer is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline.

(3) General Development Experience (5 Points):

- (a) To be eligible for funding, for each experienced Developer entity, provide, as **Attachment 4**, the required prior experience chart for at least one (1) experienced natural person Principal of that entity.
 - (b) To receive five (5) points, the Applicant must meet the Development Experience Withdrawal Disincentive criteria outlined in Section Four A.3.c.(3) of the RFA.
- d. Principals Disclosure for the Applicant and for each Developer (5 points):
 - (1) Eligibility Requirement

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

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

[Click here to enter text.](#)
 - (2) Provide, as **Attachment 5**, the required prior experience chart for the Management Company or a principal of the Management Company reflecting the required information.

4. General Proposed Development Information

- a. Name of the proposed Development:

[Click here to enter text.](#)
- b. Development Category/Rental Assistance (RA) Level:
 - (1) Select the Development Category:
 - New Construction
 - Rehabilitation

- Acquisition and Rehabilitation
- Redevelopment
- Acquisition and Redevelopment

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

(3) Rental Assistance (RA) Level

If applicable, the Corporation will calculate the Rental Assistance (RA Level) based on the Development Category Qualification Letter provided as **Attachment 6** and using the criteria described in Section Four.

(4) Development Category Funding Preference

If the Applicant selected the Development Category of Rehabilitation, with or without Acquisition, does the proposed Development meet the definition of Preservation as defined in Rule Chapter 67-48.002(92), F.A.C.?

- Yes No

c. Select the Development Type

- Garden Apartments
- Townhouses
- Duplexes
- Quadraplexes
- Mid-Rise, 4-stories
- Mid-Rise, 5 to 6-stories
- High Rise

For purposes of the A/B Leveraging Classification calculation, if the Development Type of Mid-Rise, 5 – 6 stories is selected, are at least 90 percent of the total units in these Mid-Rise building(s)?

- Yes No

d. Concrete Construction Qualifications

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

- Yes No

5. **Location of proposed Development:**

a. County: **Choose a county.**

b. Address of Development Site:

[Click here to enter text.](#)

c. Does the proposed Development consist of Scattered Sites?

Yes No

d. Latitude and Longitude Coordinates:

(1) Development Location Point:

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

[Click here to enter text.](#)

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

[Click here to enter text.](#)

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

[Click here to enter text.](#)

e. Proximity

(1) PHA or RD 515 Proximity Point Boost

(a) Does the proposed Development qualify for the PHA Proximity Point Boost?

Yes No

If "Yes", provide the required letter as **Attachment 7**.

(b) Does the proposed Development qualify for the RD 515 Proximity Point Boost?

Yes No

(2) Transit Services

Applicants may select Private Transportation or provide the location information and distance for one (1) of the remaining four (4) Transit Services on which to base the Application's Transit Score.

(a) Does the Applicant commit to provide Private Transportation?

Yes No N/A

(b) Other Transit Services:

Service	Latitude	Longitude	Distance (rounded up to the nearest hundredth of a mile) *
Public Bus Stop	<u>Latitude Coordinates</u>	<u>Longitude Coordinates</u>	<u>Distance</u>
Public Bus Transfer Stop	<u>Latitude Coordinates</u>	<u>Longitude Coordinates</u>	<u>Distance</u>
Public Bus Rapid Transit Stop	<u>Latitude Coordinates</u>	<u>Longitude Coordinates</u>	<u>Distance</u>
SunRail Station, MetroRail Station, or TriRail Station	<u>Latitude Coordinates</u>	<u>Longitude Coordinates</u>	<u>Distance</u>

*Distance between the coordinates of the Development Location Point and the coordinates of the service. The method used to determine the latitude and longitude coordinates must conform to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C. All calculations shall be based on “WGS 84” and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no autonomous hand-held GPS units shall be used).

(3) Community Services

Service	Name and Address of Service	Latitude	Longitude	Distance (rounded up to the nearest hundredth of a mile):*
Grocery Store	<u>Address of Service</u>	<u>Latitude coordinates</u>	<u>Longitude coordinates</u>	<u>Distance</u>
Medical Facility	<u>Address of Service</u>	<u>Latitude coordinates</u>	<u>Longitude coordinates</u>	<u>Distance</u>
Pharmacy	<u>Address of Service</u>	<u>Latitude coordinates</u>	<u>Longitude coordinates</u>	<u>Distance</u>
Public School	<u>Address of Service</u>	<u>Latitude coordinates</u>	<u>Longitude coordinates</u>	<u>Distance</u>

*Distance between the coordinates of the Development Location Point and the coordinates of the service. The method used to determine the latitude and longitude coordinates must conform to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C. All calculations shall be based on “WGS 84” and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no autonomous hand-held GPS units shall be used).

f. Mandatory Distance Requirement

Does the propose Development meet the Mandatory Distance Requirement automatically?

- Yes No

If “No”, does the proposed Development and any Development(s) on the List have one or more of the same Financial Beneficiaries and meet at least one (1) of the following criteria: (i) they are contiguous or divided by a street, and/or (ii) they are divided by a prior phase of the proposed Development?

- Yes No N/A

If “Yes”, identify the specific Development(s) on the List to disregard:

[Click here to enter text.](#)

The Corporation will determine whether the Mandatory Distance Requirements are met using the criteria described in Section Four.

g. Racially and Ethnically Concentrated Areas of Poverty (RECAP)

Is any part of the proposed Development located in a RECAP designated area?

- Yes No

6. Units

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

b. Select the applicable item below:

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

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

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

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

- (1) Existing units are currently occupied
- (2) Existing units are not currently occupied
- (3) There are no existing units

d. Set-Aside Commitments

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

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

(2) Total Set-Aside Breakdown Chart

Note: If the calculation of the total set-aside units based on the Total Set-Aside Percentage results in less than a whole unit, the Total Set-Aside Breakdown Chart will automatically round to a whole unit.

Total Number of Units		0
Total Set-Aside Breakdown Chart		# of Units & Type*
Percentage of Residential Units	AMI Level	
0%	At or Below 25%	0 SAU
0%	At or Below 28%	0 SAU
0%	At or Below 30%	0 SAU
0%	At or Below 33%	0 SAU
0%	At or Below 35%	0 SAU
0%	At or Below 40%	0 SAU
0%	At or Below 45%	0 SAU
0%	At or Below 50%	0 SAU
0%	At or Below 60%	0 SAU
0%	Market-Rate Units	0 MRU
0%	Total Set-Aside Percentage	

e. Unit Mix Chart

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

7. Readiness to Proceed

a. Site Control

Provide the required documentation to demonstrate site control as **Attachment 8**.

b. Ability to Proceed documents

- (1) Provide the required documentation to demonstrate the status of site plan or plat approval as **Attachment 9**.
- (2) Provide the required documentation to demonstrate zoning as **Attachment 10**.
- (3) Provide the required documentation to demonstrate availability of electricity as **Attachment 11**
- (4) Provide the required documentation to demonstrate availability of water as **Attachment 12**.
- (5) Provide the required documentation to demonstrate availability of sewer as **Attachment 13**.
- (6) Provide the required documentation to demonstrate availability of roads as **Attachment 14**.

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) Applicants of proposed Developments with the Development Category of New Construction or Redevelopment, with or without Acquisition, must commit to

achieve one of the following Green Building Certification programs described in Section Four.

- (2) Proposed Developments with the Development Category Rehabilitation or Preservation, with or without Acquisition, must select enough of the following Green Building Features so that the total point value of the features selected equals at least 10, in addition to committing to the required Construction Features listed in Section Four.
- Programmable thermostat in each unit (2 points)
 - Humidistat in each unit (2 points)
 - Water Sense certified dual flush toilets in all bathrooms (2 points)
 - Light colored concrete pavement instead of or on top of asphalt to reduce the heat-island effect (2 points)
 - Energy Star certified roof coating (2 points) *
 - Energy Star certified roofing materials (metal, shingles, thermoplastic polyolefin (TPO), or tiles) (3 points) *
 - Eco-friendly cabinets – no added urea formaldehyde and material must be certified by the Forest Stewardship Council, the Environmental Stewardship Program, or a certification program endorsed by the Programme for the Endorsement of Forest Certification (3 points)
 - Eco-Friendly flooring for entire unit – Carpet and Rug Institute Green Label certified carpet and pad, FloorScore certified flooring, bamboo, cork, 80% recycled content tile, and/or natural linoleum (3 points)
 - High Efficiency HVAC with SEER of at least 16 (2 points) **
 - Energy efficient windows in each unit (3 points)
 - For all Development Types except Mid-Rise and High Rise: Energy Star rating for all windows in each unit;
 - For Development Type of Mid-Rise and High Rise:
 - U-Factor of 0.50 or less and a SHHGC of 0.25 or less where the fenestration is fixed; and
 - U-Factor of 0.65 or less and a SHHGC 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:

a. Applicants that select the Family Demographic must commit to provide at least three (3) of the following resident programs:

- After School Program for Children
- Literacy Training
- Employment Assistance Program
- Family Support Coordinator
- Financial Management Program
- Homeownership Opportunity Program

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 (3) of the following resident programs, in addition to the required resident programs stated in Section Four:

- Literacy Training
- Computer Training
- Daily Activities
- Assistance with Light Housekeeping, Grocery Shopping and/or Laundry
- Resident Assurance Check-In Program

10. Local Government Support

Applicants may only qualify for points under a. or b. below.

a. Local Government Contributions (5 points)

If the Applicant selected the Development Category of Rehabilitation, with or without Acquisition, the Application will automatically receive maximum points.

If the Applicant selected the Development Category of New Construction or Redevelopment, with or without Acquisition (i.e., the Application is not eligible for automatic points), has a Local Government committed to provide a contribution to the proposed Development?

- Yes No

If “Yes”, in order to be considered for points for this section of the RFA, the Applicant must provide the applicable Local Government Verification of Contribution form(s) as **Attachment 15** as outlined in Section Four, 10. of the RFA.

b. Local Government Areas of Opportunity Funding (10 points)

If the proposed Development has received a commitment for funding that qualifies for Local Government Areas of Opportunity Funding points, has the Applicant provided Local Government Verification of Contribution form(s) for cash grants and/or cash loans wherein the total of the face amounts of these cash contributions is equal to or greater than the minimum qualifying amounts for the proposed Development’s Building Type as listed on the table in Section Four A.10.b. of the RFA?

Yes No

11. Funding:

a. Corporation Funding:

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

(2) The Maximum Housing Credit Request Chart is provided in Section Four A.11. of the RFA.

(3) Is the proposed Development the first phase of a multiphase Development?

Yes No

(4) Basis Boost Qualifications:

(a) Is the proposed Development a subsequent phase of a multiphase Development and eligible for the basis boost?

Yes No

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

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

Yes No

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

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

(c) Is the proposed Development located in a QCT?

- Yes No

If “Yes”, indicate the QCT Number: [Click here to enter text.](#) and provide the required letter from the local planning office or census bureau as **Attachment 16.**

(d) Are any buildings in the proposed Development located in a Geographic Areas of Opportunity?

- Yes No

If “Yes”, the Applicant must enter the Geographic Areas of Opportunity Census Tract Number(s): [Click here to enter text.](#)

(The Applicant should separate multiple Geographic Areas of Opportunity Census Tract Numbers by a comma.)

(e) Developments that qualify for Local Government Areas of Opportunity Funding points are eligible for the basis boost.

(6) The HC equity proposal must be provided as **Attachment 17.**

b. Other Corporation Funding:

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

Corporation File #	Amount of Funding
Click here to enter text	\$ Click here to enter text

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

Corporation Program	Corporation File No.	Amount of Funding
SAIL	Enter file No.	\$ Enter file No.
HOME-Rental	Enter file No.	\$ Enter file No.
MMRB	Enter file No.	\$ Enter file No.
EHCL	Enter file No.	\$ Enter file No.

c. 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 18** to Exhibit A.

- RD 515 RD 538

(2) Other Non-Corporation Funding Proposals:

The Applicant must attach all funding proposals executed by the lender(s) or by any other source. Insert the documentation for each source as a separate attachment to Exhibit A, beginning with **Attachment 19**, and continuing with sequentially numbered attachments for each additional funding source.

d. Development Cost Pro Forma:

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

e. Per Unit Construction Funding Preference:

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

- Yes No

B. Addenda

The Applicant may 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.](#)

Exhibit B – Definitions

<p>“Geographic Areas of Opportunity”</p>	<p>Census tracts identified by the Corporation which meet at least two out of the following three threshold criteria based on the average of the three most recent 5-year averages of the American Community Survey: (a) census tract median income greater than the 40th percentile of all census tracts within the county; (b) educational attainment above the median of all tracts in the county, measured as the proportion of adults over 25 years old who have completed at least some college; and (c) tract employment rate greater than the statewide employment rate. The census tract list can be found at http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/areas-of-opportunity (also available by clicking here).</p>
<p>“Grocery Store”</p>	<p>A retail food store consisting of 4,500 square feet or more of contiguous air-conditioned space available to the public, that has been issued a food permit, current and in force as of the dates outlined below, issued by the Florida Department of Agriculture and Consumer Service (FDACS) which designates the store as a Grocery Store or Supermarket within the meaning of those terms for purposes of FDACS-issued food permits.</p> <p>Additionally, it must have been open and available for use by the general public since a date that is 6 months prior to the Application Deadline with the exception of any of the following, which must be in existence and available for use by the general public as of the Application Deadline:</p> <p>Albertson’s, Aldi, Bravo Supermarkets, BJ’s Wholesale Club, Costco Wholesale, Food Lion, Fresh Market, Harvey’s, Milam’s Markets, Piggly Wiggly, Presidente, Publix, Sam’s Club, Sav – A – Lot, Sedano’s, SuperTarget, Walmart Neighborhood Market, Walmart Supercenter, Whole Foods, Winn-Dixie</p>
<p>“Local Government Areas of Opportunity”</p>	<p>Developments receiving a high level of Local Government interest in the project as demonstrated by an irrevocable funding contribution that equals or exceeds 2.5 times the Total Development Cost Per Unit Base Limitation (exclusive of any add-ons or multipliers for the Development Type committed to for the proposed Development. The Minimum Local Government Areas of Opportunity Funding Amounts are outlined in Section Four A.10.b. of the RFA. A single jurisdiction (i.e., the county or a municipality) may not contribute cash loans and/or cash grants for any other proposed Development applying in the same competitive solicitation in an amount sufficient to qualify as Local Government Areas of Opportunity, per the competitive solicitation.</p>
<p>“Medical Facility”</p>	<p>A medically licensed facility that (i) employs or has under contractual obligation at least one physician licensed under Chapter 458 or 459, F.S. available to treat patients by walk-in or by appointment; and (ii) provides general medical treatment</p>

	<p>to any physically sick or injured person. Facilities that specialize in treating specific classes of medical conditions or specific classes of patients, including emergency rooms affiliated with specialty or Class II hospitals and clinics affiliated with specialty or Class II hospitals, will not be accepted.</p> <p>Additionally, it must have been in existence and available for use by the general public as of the Application Deadline.</p>
“Pharmacy”	<p>A community pharmacy operating under a valid permit issued pursuant to s. 465.018, F.S., current and in force as of the dates outlined below and open to the general public at least five (5) days per week without the requirement of a membership fee.</p> <p>Additionally, it must have been open and available for use by the general public since a date that is 6 months prior to the Application Deadline with the exception of any of the following, which must be in existence and available for use by the general public as of the Application Deadline:</p> <p>Albertson’s, CVS, Harvey’s, Kmart, Navarro’s, Piggly Wiggly, Publix, Sav – A – Lot, Target, Walgreens, Wal-Mart, Winn-Dixie</p>
“Private Transportation”	<p>At no cost to the residents, transportation provided by the Applicant or its Management Company to non-emergency medical appointments such as therapy, chemotherapy, dentistry, hearing, dialysis, prescription pick-ups, testing and x-rays, as well as shopping, public service facilities, and/or educational or social activities. The vehicle used for the residents’ transportation must accommodate at least six (6) adult passengers, including the vehicle’s driver and at least one wheelchair position. Access to a program such as “Dial-A-Ride” will not meet this definition.</p>
“Public Bus Stop”	<p>A fixed location at which passengers may access one or two routes of public transportation via buses. The Public Bus Stop must service at least one bus route with scheduled stops at least hourly during the times of 7am to 9am and also during the times of 4pm to 6pm Monday through Friday, excluding holidays, on a year-round basis. Bus routes must be established or approved by a Local Government department that manages public transportation. Buses that travel between states will not be considered.</p> <p>Additionally, it must have been in existence and available for use by the general public as of the Application Deadline.</p>
“Public Bus Transfer Stop”	<p>For purposes of proximity points, a Public Bus Transfer Stop means a fixed location at which passengers may access at least three routes of public transportation via buses. Each qualifying route must have a scheduled stop at the Public Bus Transfer Stop at least hourly during the times of 7am to 9am and also during the times of 4pm to 6pm Monday through Friday, excluding holidays, on a year-round basis. This would include bus stations (i.e., hubs) and bus stops with multiple routes. Bus routes must be established or approved by a Local Government department that</p>

	<p>manages public transportation. Buses that travel between states will not be considered.</p> <p>Additionally, it must have been in existence and available for use by the general public as of the Application Deadline.</p>
“Public Bus Rapid Transit Stop”	<p>A fixed location at which passengers may access public transportation via bus. The Public Bus Rapid Transit Stop must service at least one bus that travels at some point during the route in either a lane or corridor that is exclusively used by buses, and the Public Bus Rapid Transit Stop must service at least one route that has scheduled stops at the Public Bus Rapid Transit Stop at least every 20 minutes during the times of 7am to 9am and also during the times of 4pm to 6pm Monday through Friday, excluding holidays, on a year-round basis.</p> <p>Additionally, it must have been in existence and available for use by the general public as of the Application Deadline.</p>
“Public Rail Station”	<p>For purposes of proximity points, a Public Rail Station means a fixed location at which passengers may access the scheduled public rail transportation on a year-round basis at a MetroRail Station located in Miami-Dade County, a TriRail Station located in Broward County, Miami-Dade County or Palm Beach County, or a SunRail Station located in the following counties:</p> <p>Orange County – Church Street Station, Florida Hospital Station, LYNX Central Station, Maitland Station, Orlando Amtrak/ORMC Station, Sand Lake Road Station, Winter Park/Park Avenue Station and Meadow Woods Station.</p> <p>Osceola County – Kissimmee Amtrak Station, Osceola Parkway/Tupperware Station, and Poinciana Industrial Park Station</p> <p>Seminole County – Altamonte Springs Station, Lake Mary Station, Longwood Station, and Sanford/SR46 Station</p> <p>Volusia County – DeBary Station and De Land Amtrak Station</p>
“Public School”	<p>A public elementary, middle, junior and/or high school, where the principal admission criterion is the geographic proximity to the school. This may include a charter school, if the charter school is open to appropriately aged children in the radius area who apply, without additional requirements for admissions such as passing an entrance exam or audition, payment of fees or tuition, or demographic diversity considerations.</p> <p>Additionally, it must have been in existence and available for use by the general public as of the Application Deadline.</p>
“RECAP” or “Racially and Ethnically	<p>Census tracts in which at least 40 percent of the population is living below the poverty line and in which a concentration of individuals who identify as other than non-Hispanic White exceeds 50 percent of the population of the census tract. RECAP tracts are designated using the average of the three most recent 5-yr</p>

Concentrated Areas of Poverty”	averages of the American Community Survey, excluding high margin of error tracts. The RECAP census tract list can be found at http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/racially-and-ethnically-concentrated-areas-of-poverty-(recap) (also available by clicking here).
“Regulated Mortgage Lender”	<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 Corporation’s Website http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2017/2017-113/other-information-related-to-rfa-2017-113/ (also accessible by clicking here).</p>
“Set-Aside Unit”	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.

Exhibit C – Additional Information

1. Total Development Cost Per Unit Limitation

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

Total Development Cost Per Unit Base Limitations with escalation factors, to be used during credit underwriting and final cost certification processes

Measure	New Construction Units					Rehabilitation Units	
	Garden Wood*	Garden Concrete*	Mid-Rise-Wood*	Mid-Rise-Concrete*	High-Rise*	Garden*	Non-Garden*
Maximum TDC Per Unit Limitation** for all counties except Broward	\$192,198.40	\$231,086.00	\$231,086.00	\$254,805.40	\$300,592.80	\$160,921.80	\$226,730.40
Maximum TDC Per Unit Limitation** for Broward County	\$201,665.80	\$242,385.80	\$242,385.80	\$267,123.20	\$315,179.80	\$168,729.60	\$237,783.00
Applicable TDC Multipliers (to be applied against the Applicant’s TDC) and TDC Add-Ons (to be added to the Maximum TDC Per Unit Limitation)							
TDC Multiplier for Elderly-ALF Developments						95%	
TDC Add-On for Applicants that have a PHA as a Principal						\$5,000 of additional per unit costs will be added to the above Maximum TDC Per Unit Limitation	

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

** Exclusive of land costs and exclusive of any approved operating deficit reserves that are part of the permanent phase (i.e., non-construction) financing for the Development which have not been included within the Developer fee. When the term of operating deficit reserves (ODR) is mentioned in this TDC Per Unit Limitation section, the term shall refer to these particular operating deficit reserves. For purposes of land valuation, the Corporation uses the lesser of the appraised value, or the actual land cost. When land costs are referenced in this TDC Per Unit Limitation section, the reference shall be limited to the amount of the land cost approved by the Corporation to be provided in the final cost certification under the land owned cost line item. When the term of TDC Per Unit Base Limitation is mentioned below in the compliance determination sections, it is implied to be inclusive of any applicable escalation factor, TDC Multiplier, and/or TDC Add-On.

- b. Any Applicant that has the Credit Underwriter present a credit underwriting report with an amount that exceeds these limitations by more than 5 percent, after incorporating any applicable TDC reduction and adjustments processes provided below will receive a negative recommendation by the Credit Underwriter.

Any Applicant that has the Credit Underwriter present a credit underwriting report with an amount that exceeds these limitations will require staff to review the credit underwriting report for compliance to the TDC reduction and adjustment procedure provided below:

- (1) The Developer fee will be limited to the maximum allowable within the TDC Per Unit Base Limitation, in all instances. A Developer fee can be earned on

qualifying TDC exclusive of land and operating deficit reserves up to the TDC Per Unit Base Limitation, but it cannot be earned on costs in excess of said limitation. If the Development costs exceed the amount allowed by the TDC Per Unit Base Limitation, then the maximum allowable Developer fee will be adjusted as outlined below. The maximum allowable Developer fee limit can be determined by first adding the applicable TDC Per Unit Base Limitation from the table above with respect to the Development as provided in this RFA to any applicable TDC add-on and multiplying that sum by the number of total units in the Development. If there are multiple unit types, this process is done for each unique unit type and then they are all added together. Second, divide this product by 1.16* and then multiply the result by 16 percent*. This will yield the maximum allowable Developer fee within the TDC Per Unit Base Limitation.

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

- (2) Subsequent to reducing the stated Developer fee to the maximum allowable amount provided above, additional adjustments may be necessary if the TDC Per Unit Base Limitation remains exceeded. An adjustment to the maximum allowable Developer fee limit shall be determined by reducing the maximum allowable Developer fee, as determined in 1.b.(1) above, dollar-for-dollar, for any costs in excess of the amount allowed by the TDC Per Unit Base Limitation, up to the lesser of (a) the actual amount of costs in excess of the amount allowed by the TDC Per Unit Base Limitation, (b) \$500,000, or (c) 25 percent of the initial maximum allowable Developer fee limit. If the stated Developer fee, inclusive of any necessary adjustments incorporated above, exceeds the maximum allowable Developer fee limit as adjusted herein, the stated Developer fee, inclusive of any necessary adjustments incorporated above shall be further adjusted to not exceed the new maximum allowable Developer fee limit, and the Applicant's TDC will be equally reduced to incorporate the cost reduction. If after following this Developer fee limitation process, the Applicant's TDC exclusive of land costs and operating deficit reserves is reduced to be within the amount allowed by the TDC Per Unit Base Limitation, then the Developer fee adjustment calculation is complete. If the Applicant's TDC exclusive of land costs and operating deficit reserves remains above the amount allowed by the TDC Per Unit Base Limitation, then there is an additional Developer fee adjustment process, as outlined in (3) below.
- (3) An additional Developer fee limitation adjustment will be initiated to further reduce the allowable maximum Developer fee limit in the event the Applicant's TDC exclusive of land costs and operating deficit reserves (as adjusted above) exceeds the TDC Per Unit Base Limitation. The reduction will be determined by deriving a percentage amount that the Applicant's TDC exclusive of land costs and operating deficit reserves (as adjusted above) exceeds the TDC Per Unit Base Limitation, and multiplying this excess percentage by the amount of the adjusted Developer fee, resulting in a product that is the additional adjustment

to the Developer fee. For instance, if the Applicant's adjusted TDC exclusive of land costs and operating deficit reserves exceeds the limitation by 4 percent, then the maximum allowable Developer fee limit is further reduced by 4 percent. If the stated Developer fee is greater than this limit, it must be reduced to be equal the new limit. Once this step is complete, there is no further Developer fee adjustment or corresponding cost savings mandated to be incorporated into the Applicant's TDC for this process.

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

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

For example:

A 110-unit Development located in Broward County with a Development Category of new construction and a Development Type of Mid-Rise-Concrete with 70 units and Garden-Concrete with 40 units reports the Applicant's TDC of \$29,710,000, inclusive of the Applicant's Developer fee of \$4,090,000, but exclusive of land costs and all operating deficit reserves at time of credit underwriting, and also prior to any adjustment. The Applicant does not have a PHA as a Principal.

Calculate TDC Limitation for the Development and Maximum Allowable Developer fee

- 1.(a) TDC Per Unit Base Limitation (blended for two unique Unit types), inclusive of any applicable TDC Multiplier (100%), and any applicable TDC Add-On (\$0): [(\$267,123.20 Per Unit + \$0 TDC Add-On) x 70 Mid-Rise-Concrete (4 Stories) (NC) Units + (\$242,385.80 Per Unit + \$0 TDC Add-On) x 40 Garden-Concrete (NC) Units] / 100% TDC Multiplier = \$28,394,056. (To determine the blended TDC PU Limitation, divide by total units: \$28,394,056 / 110 Total Units = \$258,127.78 Per Unit.)
- 1.(b) Implied maximum Development Cost per the limitation: $\$28,394,056 \div 1.16 = \$24,477,635$.
- 1.(c) Determine maximum allowable Developer fee limit within the limitation (prior to any applicable Developer fee adjustment): $\$24,477,635 \times 16\% = \$3,916,421$. (Note: The calculations in both 1.(b) and 1.(c) incorporates the requirement to round down the Developer fee to the next lower whole dollar.)

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

- 2.(a)(i) Is the Applicant's initial Developer fee (\$4,090,000) greater than the maximum allowable of \$3,916,421? $\$4,090,000 > \$3,916,421$; Yes.
- 2.(a)(ii) If the response to 2.(a)(i) is "Yes", then determine the excess: $\$4,090,000 - \$3,916,421 = \$173,579$ (initial excess Developer fee and initial excess TDC of Applicant).
- 2.(b) Reduce the Applicant's initial Developer fee to the lesser of either the maximum allowable (\$3,916,421) or the Applicant's initial fee (\$4,090,000) and reduce the Applicant's initial TDC by an equal amount: $\$4,090,000 - \$173,579 = \$3,916,421$ (Applicant's initial adjusted fee); $\$29,710,000 - \$173,579 = \$29,536,421$ (Applicant's initial adjusted TDC).
- 2.(c) If the response to 2.(a)(i) is "No" or once the adjustment of 2.(b) has been completed, then determine if the Applicant's (adjusted) TDC remains in excess of the limitation and if so, the amount of the excess: $\$29,536,421$ (Applicant's initial adjusted TDC) $> \$28,394,056$ (TDC limitation); $\$29,536,421 - \$28,394,056 = \$1,142,365$ (excess).
- 2.(d) Determine the components used to calculate an adjusted maximum allowable Developer fee. Any adjustment will be the lesser of either (i) \$500,000, (ii) 25 percent of the maximum allowable Developer fee limit ($25\% \times \$3,916,421 = \$979,105$), or (iii) 100% of the excess TDC (\$1,142,365): $\$500,000 < \$979,105 < \$1,142,365$.
- 2.(e) Apply the least amount of the three components in 2(d) above (\$500,000) to determine the maximum allowable Developer fee limit, subject to this adjustment: $\$3,916,421 - \$500,000 = \$3,416,421$ (maximum fee limit at this stage).
- 2.(f) Determine if the Applicant's initial adjusted fee (as provided in 2.(b) above) is greater than the new maximum allowable Developer fee limit (from 2.(e) above) and, if so, reduce the Applicant's initial adjusted fee appropriately: $\$3,916,421$ (Applicant's initial adjusted fee) $> \$3,416,421$ (maximum fee limit at this stage); Adjust the fee appropriately: Applicant's interim adjusted fee = \$3,416,421.
- 2.(g) Determine the Applicant's TDC reduction due to the Developer fee adjustment in 2.(f) above and apply the adjustment accordingly: $\$3,916,421$ (Applicant's initial adjusted fee) $- \$3,416,421$ (Applicant's interim adjusted fee) = \$500,000 (Applicant's TDC reduction); $\$29,536,421 - \$500,000 = \$29,036,421$ (Applicant's interim adjusted TDC).

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

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

- 3.(a) Determine the percentage the Applicant's (adjusted) TDC without land costs and operating deficit reserves (as adjusted above in 2.(g)) that exceeds the amount allowed by the TDC Per Unit Base Limitation: Amount of excess TDC: \$29,036,421 (Applicant's interim adjusted TDC) - \$28,394,056 (TDC limitation) = \$642,365 (excess TDC); Excess TDC as a percentage of TDC Limitation: $\$642,365 \div \$28,394,056 = 2.26\%$. *(Note: This number is only rounded here for illustrative purposes. The actual calculation will not be rounded.)*
- 3.(b) Determine the final maximum Developer fee limit: $2.26\% \times \$3,416,421$ (maximum fee limit from 2.(e) above) = \$77,290; $\$3,416,421 - \$77,290 = \$3,339,131$ (final maximum allowable Developer fee limit).
- 3.(c) Determine if the Applicant's interim adjusted Developer fee (from 2.(f) above) is greater than the final maximum allowable Developer fee limit (from 3.(b) above) and, if so, reduce the Applicant's interim adjusted Developer fee appropriately: $\$3,416,421$ (Applicant's interim adjusted fee) > $\$3,339,131$ (final fee limitation); $\$3,416,421 - \$77,290 = \$3,339,131$ (Applicant's final adjusted Developer fee).
- 3.(d) Determine the Applicant's final adjusted TDC at time of credit underwriting by taking the Applicant's interim adjusted TDC (as provided in 2.(g) above) and subtracting any adjustment to the Applicant's final adjusted Developer fee (from 3.(c) above): $\$29,036,421 - \$77,290 = \$28,959,131$ (Applicant's final adjusted TDC).
- 3.(e) Verify the status of the 5% variance test: $(\$28,959,131 - \$28,394,056) / \$28,394,056 = 1.99\%$, which falls within the criteria of being less than or equal to 5% above of the amount allowed by the TDC Per Unit Base Limitation.
- c. Any Applicant that presents a Final Cost Certification Application Package (FCCAP) **that has applicable TDC amounts that exceed the TDC Per Unit Base Limitation** will require staff to review the FCCAP for compliance to the procedure provided in (1), (2) and (3) below **if the Applicant did not have its Developer fee adjusted at credit underwriting as provided in 1.b. above**, either voluntarily or by the credit underwriter in order to get the Applicant's TDC exclusive of land and operating deficit reserves to be in compliance with the TDC Per Unit Base Limitation requirements.
- (1) The Developer fee will be limited to the maximum allowable within the TDC Per Unit Base Limitation, in all instances. A Developer fee can be earned on qualifying TDC exclusive of land costs and operating deficit reserves up to the TDC Per Unit Base Limitation, but it cannot be earned on costs in excess of said limitation. If the Development costs exceed the amount allowed by the TDC Per Unit Base Limitation, then the maximum allowable Developer fee will be adjusted as outlined below. The maximum allowable Developer fee limit can be determined by first adding the applicable TDC Per Unit Base Limitation from the table above with respect to the Development as provided in this RFA to any applicable TDC add-on and multiplying that sum by the number of total units in the Development. If there are multiple unit types, this process is done for each unique unit type and then they are all added together. Second, divide this product by 1.16* and then multiply the result by 16 percent*. This will yield the maximum allowable Developer fee within the TDC Per Unit Base Limitation.

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

- (2) Subsequent to reducing the Developer fee to the maximum allowable amount, additional adjustments may be necessary if the TDC Per Unit Base Limitation remains exceeded. An adjustment shall be determined by reducing the maximum allowable Developer fee limit as determined in 1.c.(1) above, dollar-for-dollar, for any costs in excess of the amount allowed by the TDC Per Unit Base Limitation, up to the lesser of (a) the actual amount of costs in excess of the amount allowed by the TDC Per Unit Base Limitation, (b) \$250,000, or (c) 10 percent of the initial maximum allowable Developer fee limit. If the stated Developer fee, inclusive of any necessary adjustments incorporated above, exceeds the maximum allowable Developer fee limit as adjusted herein, the stated Developer fee, inclusive of any necessary adjustments incorporated above, shall be further adjusted to not exceed the new maximum allowable Developer fee limit, and the Applicant's TDC will be equally reduced to incorporate the cost reduction. If, after following this Developer fee limitation process, the Applicant's TDC exclusive of land costs and operating deficit reserves is reduced to be within the amount allowed by the TDC Per Unit Base Limitation, then the Developer fee adjustment calculation is complete. If the Applicant's TDC exclusive of land costs and operating deficit reserves remains above the amount allowed by the TDC Per Unit Base Limitation, then there is an additional Developer fee adjustment process, as outlined in (3) below.
- (3) An additional Developer fee limitation adjustment will be initiated to further reduce the maximum allowable Developer fee limit in the event the Applicant's TDC exclusive of land costs and operating deficit reserves (as adjusted above) exceeds the TDC Per Unit Base Limitation. The reduction will be determined by deriving a percentage amount that the Applicant's TDC exclusive of land costs and operating deficit reserves (as adjusted above) exceeds the amount allowed by the TDC Per Unit Base Limitation, and multiplying this excess percentage by the amount of the adjusted Developer fee, resulting in a product that is the additional adjustment to the Developer fee. For instance, if the Applicant's adjusted TDC exclusive of land costs and operating deficit reserves exceeds the limitation, by 4 percent, then the maximum allowable Developer fee limit is further reduced by 4 percent. If the stated Developer fee is greater than this limit, it must be reduced to be equal the new limit. Once this step is complete, there is no further Developer fee adjustment or corresponding cost savings to be incorporated into the Applicant's TDC as a result of this process.

If the Applicant already had its Developer fee adjusted at credit underwriting as provided in 1.b. above, either voluntarily or by the credit underwriter in order to get the Applicant's TDC exclusive of land and operating deficit reserves to be in compliance with the TDC Per Unit Base Limitation requirements, but the Applicant's TDC without land and operating deficit reserves in the FCCAP is now less than the Applicant's TDC without land costs and operating deficit reserves provided in the credit underwriting

report, then the Developer fee will be re-evaluated based on the procedure provided in 1.b. above, just as if it were going through the credit underwriting report process again.

If the Applicant already had its Developer fee adjusted at credit underwriting as provided in 1.b. above, either voluntarily or by the credit underwriter in order to get the Applicant's TDC exclusive of land and operating deficit reserves to be in compliance with the TDC Per Unit Base Limitation requirements, **and the Applicant's TDC without land and operating deficit reserves in the FCCAP exceeds the Applicant's TDC without land costs and operating deficit reserves provided in the credit underwriting report**, then the Developer fee will have an additional adjustment to be incorporated as provided in (4) below. For the adjustment process below, the maximum initial Developer fee (i.e., prior to any adjustments provided in (4) below) cannot exceed the final Developer's fee as stated in the credit underwriting report.

- (4) For an Applicant that already had its Developer fee adjusted at credit underwriting as provided in 1.b. above and whose TDC without land costs and operating deficit reserves in the FCCAP exceeds the Applicant's TDC without land costs and operating deficit reserves provided in the credit underwriting report, the maximum allowable Developer fee limit will incorporate an additional adjustment. This additional Developer fee adjustment will be the lesser of (a) the difference between the amount of the Applicant's TDC exclusive of land costs and operating deficit reserves as reported in the FCCAP that is in excess of the Applicant's TDC exclusive of land costs and operating deficit reserves provided in the credit underwriting report, (b) \$250,000, or (c) 10 percent of the allowable Developer fee reported in the credit underwriting report. If the Developer fee in the FCCAP is already equal to or less than the maximum allowable Developer fee limit as determined with the incorporation of this additional Developer fee adjustment, then neither the Developer fee nor the Applicant's TDC is further reduced.

For example:

Assuming the Development in the example provided in 1.b. above provides an FCCAP with the Applicant's TDC, exclusive of land costs and operating deficit reserves, which is \$275,000 higher than the Applicant's TDC, exclusive of land costs and operating deficit reserves, provided in the credit underwriting report, but the Developer fee is the same as provided in the credit underwriting report of \$3,339,131. The additional Developer fee adjustment will be the lesser of (a) \$275,000 (the new excess costs), (b) \$250,000 (the maximum dollar limit of this additional Developer fee adjustment), or (c) \$333,913 (10% of the allowable Developer fee reported in the credit underwriting report).

Since option (b) is the least amount of the three options, the allowable Developer fee will be lowered by \$250,000. Since the Applicant's Developer fee initially reported in the FCCAP is equal to the allowable Developer fee reported in the credit underwriting report, the Applicant's Developer fee will be adjusted in the same manner as the allowable Developer fee. The allowable Developer fee and the Applicant's Developer fee will be \$3,089,131 (the allowable Developer fee reported in the credit underwriting report of \$3,339,131, less the adjustment of \$250,000). The Applicant's TDC, exclusive of land costs and operating deficit reserves, in the FCCAP would be adjusted to \$28,984,131 (\$28,959,131 from the credit underwriting report plus \$275,000 of new additional costs less \$250,000 for the reduction in allowable Developer fee).

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

* These figures represent the applicable Developer fee percentage for the Development of 16% and one plus the applicable Developer fee percentage for the Development (1+16%).

2. Transit and Community Service Scoring Charts

(a) Transit Service Scoring Charts

Note: Section Four A.5.e. above outlines the Minimum Transit Service Score requirements.

Public Bus Stop	
Distance between the Development Location Point and Public Bus Stop coordinates stated in Exhibit A	Number of Proximity Points Awarded for Eligible Service
if less than or equal to 0.20 miles	2.0
if greater than 0.20 and less than or equal to 0.30 miles	1.5
if greater than 0.30 and less than or equal to 0.40 miles	1.0
if greater than 0.40 and less than or equal to 0.50 miles	0.5
if greater than 0.50 miles	0.0

Public Rail Station, Public Bus Transfer Stop, or Public Bus Rapid Transit Stop	
Distance between the Development Location Point and Public Bus Transfer Stop or Public Bus Rapid Transit Stop coordinates stated in Exhibit A	Number of Proximity Points Awarded for Eligible Service
if less than or equal to 0.25 miles	6.0
if greater than 0.25 and less than or equal to 0.50 miles	5.5
if greater than 0.50 and less than or equal to 0.75 miles	5.0
if greater than 0.75 and less than or equal to 1.00 miles	4.5
if greater than 1.00 and less than or equal to 1.25 miles	4.0
if greater than 1.25 and less than or equal to 1.50 miles	3.5
if greater than 1.50 and less than or equal to 1.75 miles	3.0

if greater than 1.75 and less than or equal to 2.00 miles	2.5
if greater than 2.00 miles	0.0

(b) Community Services Scoring Charts

Grocery Store, Medical Facility and Pharmacy	
Distance between the Development Location Point and Grocery Store, Medical Facility and Pharmacy stated in Exhibit A	Number of Proximity Points Awarded for Eligible Service
if less than or equal to 0.25 miles	4.0
if greater than 0.25 and less than or equal to 0.50 miles	3.5
if greater than 0.50 and less than or equal to 0.75 miles	3.0
if greater than 0.75 and less than or equal to 1.00 miles	2.5
if greater than 1.00 and less than or equal to 1.25 miles	2.0
if greater than 1.25 and less than or equal to 1.50 miles	1.5
if greater than 1.50 and less than or equal to 1.75 miles	1.0
if greater than 1.75 and less than or equal to 2.00 miles	0.5
If greater than 2.00 miles	0.0

Public School	
Distance between the Development Location Point and Public School stated in Exhibit A	Number of Proximity Points Awarded for Eligible Service
if less than or equal to 0.50 miles	4.0
if greater than 0.50 and less than or equal to 1.00 miles	3.0
if greater than 1.00 and less than or equal to 1.50 miles	2.0
if greater than 1.50 and less than or equal to 2.00 miles	1.0
if greater than 2.00 miles	0

3. Leveraging Classification

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

- a. Calculating the Set-Aside Units:

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

b. A/B Leveraging Classification:

All eligible Applications will be classified as either Group A or Group B based on the amount of total Corporation funding per set-aside unit, as outlined below:

- (1) If the Development does not qualify for the HC basis boost, or did not qualify for Local Government Areas of Opportunity Funding points, the Eligible Housing Credit Request Amount will be multiplied by 9.5. If the Development qualifies the HC basis boost, or qualified for Local Government Areas of Opportunity Funding points, the Eligible Housing Credit Request Amount will be multiplied by 9.5 and that product will be divided by 1.25.
- (2) In addition, for proposed Developments located in Broward County, the total Corporation funding amount will be multiplied by 0.85.
- (3) The total Corporation funding amount may be further adjusted as outlined below. NOTE: If a proposed Development meets all of the requirements of both (a) and (c), the total Corporation funding amount will be multiplied by 0.700. If a proposed Development meets all of the requirements of both (b) and (c), the total Corporation funding amount will be multiplied by 0.800.
 - (a) If the proposed Development meets all of the following requirements, the total Corporation funding amount will be multiplied by 0.700:
 - Applicant selected the High-Rise Development Type, and
 - Applicant selected the Development Category of New Construction or selected and qualified for the Development Category of Redevelopment or Acquisition and Redevelopment.

or
 - (b) If the proposed Development meets all of the following requirements, the total Corporation funding amount will be multiplied by 0.800:
 - Applicant selected the Mid-Rise with Elevator (a building comprised of 5 or 6 stories) Development Type and at least 90 percent of the total units are in these Mid-Rise building(s), and
 - Applicant selected the Development Category of New Construction or selected and qualified for the Development Category of Redevelopment or Acquisition and Redevelopment.

or

- (c) If the proposed Development meets all of the following requirements, the total Corporation funding amount will be multiplied by 0.850:
- Applicant selected the Development Category of New Construction or selected and qualified for the Development Category of Redevelopment or Acquisition and Redevelopment, and
 - The proposed Development met the requirements to be considered concrete construction.
- (d) If the proposed Development does not meet one of the requirements in (a), (b), or (c) above, the total Corporation funding amount will be multiplied by 0.980.
- (4) All eligible Applications will be divided into two (2) lists: the “New Construction List” consisting of the eligible Applications with the Development Category of New Construction, Redevelopment, and Acquisition and Redevelopment, and the “Rehabilitation List” consisting of the eligible Applications with the Development Category of Rehabilitation and Acquisition and Rehabilitation.
- (a) The New Construction List will be compiled as follows:
- The eligible Applications will be listed in ascending order beginning with the Application that has the lowest amount of total Corporation funding per set-aside unit and ending with the Application that has the highest amount of total Corporation funding per set-aside unit.
- The total number of Applications on the New Construction 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 “New Construction A/B Cut-Off”). A line will be drawn below the Application whose place on the list is equal to the New Construction A/B Cut-Off. If any Application(s) below the line has the same total Corporation funding request per set-aside unit as the Application immediately above the line, the line will be moved to a place immediately below that Application(s). Applications above the New Construction A/B Cut-Off will be classified as Group A and Applications below the New Construction A/B Cut-Off will be classified as Group B.
- (b) The Rehabilitation List will be compiled as follows:
- The eligible Applications will be listed in ascending order beginning with the Application that has the lowest amount of total Corporation funding per set-aside unit and ending with the Application that has the highest amount of total Corporation funding per set-aside unit.
- The total number of Applications on the Rehabilitation 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 “Rehabilitation A/B Cut-Off”). A line will be drawn below the Application whose place on the list is equal to the Rehabilitation A/B Cut-Off. If any Application(s) below the line has the same total Corporation funding request per set-aside unit

as the Application immediately above the line, the line will be moved to a place immediately below that Application(s). Applications above the Rehabilitation A/B Cut-Off will be classified as Group A and Applications below the Rehabilitation A/B Cut-Off will be classified as Group B.

The New Construction List and the Rehabilitation List will then be merged to form one list.

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 million of implied eligible housing credit equity. 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 10.0.

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

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

The score for the Florida Rate of Job Creation per \$1 million of implied eligible housing credit equity will be measured using one of the following calculations:

- a. Developments consisting of only new construction units

Number of new construction units x 3.811 Florida Jobs per unit x 1,000,000 / (the Eligible Housing Credit Request Amount x 11.0) = Florida Jobs per \$1 million of Housing Credit Allocation.

For example:

Application A consists of 80 new construction units and has an Eligible Housing Credit Request Amount of \$2,300,000.

$80 \times 3.811 \times 1,000,000 / (2,300,000 \times 11.0) =$ Florida Job Creation score of 12.05.

- b. Developments consisting of only rehabilitation units

Number of rehabilitation units x 1.916 Florida Jobs per unit x 1,000,000 / (the Eligible Housing Credit Request Amount x 10.5) = Florida Jobs per \$1 million of Housing Credit Allocation.

For example:

Application A consists of 140 rehabilitation units, and has an Eligible Housing Credit Request Amount of \$1,660,000.

$140 \times 1.916 \times 1,000,000 / (1,660,000 \times 10.5) =$ Florida Job Creation score of 15.39.

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

(Number of new construction units x 3.811 Florida Jobs per unit + number of rehabilitation units x 1.916 Florida Jobs per unit) x 1,000,000 / (the Eligible Housing Credit Request Amount x 10.5) = Florida Jobs per \$1 million of Housing Credit Allocation.

For example:

Application B consists of 10 new construction units and 74 rehabilitation units and has an Eligible Housing Credit Request Amount of \$1,500,000.

$[(10 \times 3.811) + (74 \times 1.916)] \times 1,000,000 / (1,500,000 \times 10.5) =$ Florida Job Creation score of 11.42.

In above examples, all Applications will qualify for the Job Creation Funding Preference because each has a Florida Job Creation score that is at least 10.

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 Chapter 67-48, F.A.C.

- a. Application Fee

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

- b. Credit Underwriting Fees

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

- (1) Initial fee: \$11,883
- (2) Preliminary Recommendation Letter fee: \$1,545
- (3) Re-underwriting fee: \$173 per hour, not to exceed \$7,657.

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 \$173. All credit underwriting fees shall be paid by the Applicant prior to the performance of the analysis by the Credit Underwriter.

- (4) Extraordinary Services fee: \$173 per hour.
- (5) Credit Underwriting Extension Fees

Credit underwriting extension fees will be outlined in the Carryover Allocation Agreement.

c. Administrative Fees

With respect to the HC 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.

Note: If the Applicant elects to submit the \$25,000 Application Withdrawal Cash Deposit, as outlined in Four A.1.a. of the RFA, the deposit shall not be credited toward the Applicant's Administrative Fee payment.

d. Compliance Monitoring Fees

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

- (1) Pre-Final Allocation Fee –

Pre-final allocation compliance monitoring fee comprised of a base fee of \$1,932 + an additional fee per set-aside unit of \$9.87, subject to a minimum of \$3,024, to be collected as stated in the Preliminary Housing Credit Allocation or Carryover Allocation Agreement.

- (2) Compliance Monitoring Fee –

- (a) All Developments other than RD – The annual fee to be comprised of a base fee of \$161 per month + an additional fee per set-aside unit of \$9.87 per year, subject to a minimum of \$252 per month, and includes 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 and based upon the payment stream from the Corporation to the

monitoring agent. Where a difference exists between set-aside requirements for MMRB and HC, the fees collected will be based upon the higher number of set-aside units.

- (b) RD Developments - The annual fee is \$450 per year. 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 and based upon the payment stream from the Corporation to the monitoring agent

Note: Upon prepayment or repayment of the RD loan, the previously identified RD Development will be identified as a non-RD Development and the annual compliance monitoring fee will be adjusted accordingly. The compliance monitoring fee as described in (a) above for the remaining Housing Credit Extended Use Period will be due and payable in full upon billing sent directly to the Development.

- (3) Follow-up Review - \$173 per hour.

e. Construction Inspection Fees

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

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

f. Additional HC Fees

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

l. Construction Inspection Fees

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

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

m. Additional HC Fees

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

6. Additional Requirements

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

a. Progress Report - Form Q/M Report

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

The form is available on the Corporation's Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2017/2017-113/forms-related-to-rfa-2017-113>(also accessible by clicking [here](#)).

b. Eligible Reserve for Replacement Items

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

The list is available on the Corporation's Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2017/2017-113/other-information-related-to-rfa-2017-113/> (also accessible by clicking [here](#)).

c. Final Cost Certification Application Package (Form FCCAP)

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

- (1) The date that is 75 Calendar Days after all the buildings in the Development have been placed in service, or

- (2) The date that is 30 Calendar Days before the end of the calendar year for which the Final Housing Credit Allocation is requested.

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

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

Form FCCAP, Rev. August 2016, is available on the Corporation's Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2017/2017-113/forms-related-to-rfa-2017-113> (also accessible by clicking [here](#)).

d. Financial Reporting Form SR-1

Pursuant to subsection 67-48.023(9), F.A.C., annually, within 151 Calendar Days following the Applicant's fiscal year end, the Applicant shall provide the Corporation with an audited financial statement and a fully completed and executed Financial Reporting Form SR-1, Rev. 05-14. 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.

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](#)).

7. \$25,000 Application Withdrawal Disincentive

a. \$25,000 Application Withdrawal Cash Deposit

Each Applicant not submitting a \$25,000 Letter of Credit (as outlined in b. below) must submit to the Corporation an Application Withdrawal Cash Deposit in the amount of \$25,000 with its Application.

The Application Withdrawal Cash Deposit shall be deposited into an account of the Corporation, will not accrue interest for the Applicant, and will be held by the

Corporation as long as the Application associated with it remains active and is not withdrawn for any reason prior to the occurrence of certain events, as outlined below:

- (1) If a submitted Application is withdrawn for any reason subsequent to the Application Deadline but on or before the execution of the Carryover Allocation Agreement and payment of the required non-refundable Administrative Fee, then immediately upon such Application's withdrawal, the sum of \$25,000 representing the Application Withdrawal Cash Deposit for the withdrawn Application shall, automatically and without notice or condition, become the absolute property of the Corporation, and such funds may be used by the Corporation in any manner and for any purpose as other cash funds of the Corporation.
- (2) For any eligible Application not invited to enter credit underwriting and not sooner withdrawn, the Corporation shall release and return the Application Withdrawal Cash Deposit for such Application by check in the amount of \$25,000 once invitations to enter credit underwriting have been issued and accepted by those Applicants selected for funding under the RFA. The Corporation shall make the refund check payable to the person or entity indicated by the Applicant at question 1.a.(1) of Exhibit A. If this information is not provided in the Application, the Corporation shall make the refund check payable to the Applicant.
- (3) For any eligible Application invited to enter credit underwriting and not sooner withdrawn, the Corporation shall release and return the Application Withdrawal Cash Deposit for such Application by check in the amount of \$25,000 following execution of the Carryover Allocation Agreement and payment of the Administrative Fee for such Application. The Corporation shall make the refund check payable to the person or entity indicated by the Applicant at question 1.a.(1) of Exhibit A. If this information is not provided in the Application, the Corporation shall make the refund check payable to the Applicant.
- (4) For any Application deemed ineligible by the Review Committee and the Board that is not the subject of any pending litigation and is not sooner withdrawn, at the conclusion of the time period for filing a notice of protest as prescribed in Section 120.57(3), Fla. Stat., et. al., the Corporation shall release and return the Application Withdrawal Cash Deposit for such Application by check in the amount of \$25,000. The Corporation shall make the refund check payable to the person or entity indicated by the Applicant at question 1.a.(1) of Exhibit A. If this information is not provided in the Application, the Corporation shall make the refund check payable to the Applicant.

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

- b. \$25,000 Letter of Credit

Each Applicant not submitting a \$25,000 Application Withdrawal Cash Deposit (as outlined in a. above) must submit to the Corporation a Letter of Credit that meets the following requirements with its Application:

- (1) The Letter of Credit must:
 - (a) Be issued by a bank, the deposits of which are insured by the FDIC, and which has a banking office located in the state of Florida available for presentation of the Letter of Credit.
 - (b) Be on the issuing bank's letterhead, and identify the bank's Florida office as the office for presentation of the Letter of Credit.
 - (c) Be, in form, content and amount, the same as the Sample Letter of Credit set out below, and completed with the following:
 - (i) Issue Date of the Letter of Credit (LOC) which must be no later than the Application Deadline for this RFA.
 - (ii) LOC number.
 - (iii) Expiration Date of the LOC which must be no earlier than one year after the Application Deadline for this RFA.
 - (iv) Issuing Bank's legal name.
 - (v) Issuing Bank's Florida Presentation Office for presentation of the LOC.
 - (vi) Florida Housing's RFA number.
 - (vii) Applicant's name as it appears on the Application for which the LOC is issued.
 - (viii) Development name as it appears on the Application for which the LOC is issued.
 - (ix) Signature of the Issuing Bank's authorized signatory.
 - (x) Printed Name and Title of the authorized signatory.
- (2) The condition of the Letter of Credit is that the Application with which it is associated remain active and not be withdrawn for any reason prior to the occurrence of certain events, as outlined below:
 - (a) If a submitted Application is withdrawn for any reason subsequent to the Application Deadline but on or before the execution of the Carryover Allocation Agreement and payment of the required non-refundable Administrative Fee, the Corporation shall, without notice,

present for payment and draw upon the Letter of Credit submitted with that Application in full and retain the funds represented thereby as the property of the Corporation. By submitting its Application, the Applicant acknowledges that the withdrawal of its Application regardless of reason or circumstance at any time prior to events described is self-executing entitling the Corporation to draw upon the Letter of Credit in full without condition or prior notice to any party.

If the Corporation is entitled to draw upon an Applicant's Letter of Credit as provided above, and the issuing bank should for any reason refuse to honor the Letter of Credit following presentation by the Corporation, the Applicant or any Principal of the Applicant, as listed in the Application, shall be responsible for payment of the \$25,000 to the Corporation; payment shall be due to the Corporation within 10 Calendar Days following written notice from the Corporation to the Authorized Principal Representative listed in the Application.

- (b) For those eligible Applications not invited to enter credit underwriting and not sooner withdrawn, the Corporation shall release or surrender the Letter of Credit once invitations to enter credit underwriting have been issued and accepted by those Applicants selected for funding under the RFA.
- (c) For those eligible Applications invited to enter credit underwriting and not sooner withdrawn, the Corporation shall release or surrender the Letter of Credit following execution of the Carryover Allocation Agreement and payment of the Administrative Fee.
- (d) For those Applications deemed ineligible by the Review Committee and the Board that are not the subject of any pending litigation and are not sooner withdrawn, the Corporation shall release or surrender the Letter of Credit at the conclusion of the time period for filing a notice of protest as prescribed in Section 120.57(3), Fla. Stat., et. al.

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

Sample Letter of Credit

As outlined above, the required Letter of Credit must be, in form, content and amount, the same as the following Sample Letter of Credit:

(Issuing Bank's Letterhead)

Irrevocable Unconditional Letter of Credit

To/Beneficiary: Florida Housing Finance Corporation Issue Date: [a date that is no later than the Application Deadline for this RFA]

Attention: Director of Multifamily Programs
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301

Letter of Credit No.: _____

Expiration Date: [a date that is no earlier than one year after the Application Deadline for this RFA]

Issuing Bank: _____

Florida Presentation Office: _____

FHFC RFA # _____

Applicant: _____

Development: _____

To Whom It May Concern:

For the account of the Applicant, we, the Issuing Bank, hereby authorize Florida Housing Finance Corporation to draw on us at sight up to an aggregate amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00).

This letter of credit is irrevocable, unconditional, and nontransferable.

Drafts drawn under this letter of credit must specify the letter of credit number and be presented at our Florida Presentation Office identified above not later than the Expiration Date. Any sight draft may be presented to us by electronic, reprographic, computerized or automated system, or by carbon copy, but in any event must visibly bear the word "original". If the document is signed, the signature may consist of (or may appear to us as) an original handwritten signature, a facsimile signature or any other mechanical or electronic method of authentication.

Payment against this letter of credit may be made by wire transfer of immediately available funds to the account specified by you, or by deposit of same day funds in a designated account you maintain with us.

Unless we notify you in writing at least thirty (30) days prior to the Expiration Date, the Expiration Date of this letter of credit must be extended automatically for successive one-month periods.

This letter of credit sets forth in full the terms of our obligations to you, and such undertaking shall not in any way be modified or amplified by any agreement in which this letter is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

We engage with you that sight drafts drawn under, and in compliance with, the terms of this letter of credit will be duly honored at the Presentation Office.

We are an FDIC insured bank, and our Florida Presentation Office is located in Florida as identified above.

Yours very truly,
[Issuing Bank]

By _____

Print Name _____

Print Title _____

Exhibit D – Timeline

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

1. Within seven (7) Calendar Days of the date of the invitation to enter credit underwriting:
 - a. Respond to the invitation and submit the credit underwriting fee(s) as outlined in Item 5 of Exhibit C, pursuant to subparagraph 67-48.0072(4)(a)1, F.A.C.;
 - b. Provide the name and address of the chief elected official of the local jurisdiction where the proposed Development is located;
 - c. Provide the number of buildings with dwelling units; and
 - d. Provide notification of the Applicant’s eligibility for acquisition credits per Section 42 of the IRC, if applicable;
 - e. Anticipated placed in service date, which must be in compliance with Section 42 of the IRC;
 - f. Provide the Applicant’s Federal Identification Number. If the number has not yet been obtained, the Applicant will be required to provide a copy of the completed, submitted application for that number; and
 - g. Verification that the Development qualifies as a USDA-eligible rural address, if applicable. Addresses can be verified by visiting <https://eligibility.sc.egov.usda.gov/eligibility/welcomeAction.do>

2. Within 14 Calendar Days, the Applicant must submit IRS Form 8821 for all Financial Beneficiaries and all natural person Principals disclosed on the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16) in order to receive a recommendation for a Housing Credit Allocation.

3. Within 21 Calendar Days of the date of the invitation to enter credit underwriting:
 - a. Provide the completed and executed Florida Housing Finance Corporation Verification of Environmental Safety Phase I Environmental Site Assessment form*, and, if applicable, the completed and executed Florida Housing Finance Corporation Verification of Environmental Safety Phase II Environmental Site Assessment form*. Note: If a Phase II ESA is required, but has not been completed by the stated deadline, the Applicant must contact Corporation staff to request an extension for submission of the Phase II ESA form;

- b. Provide the identity of the remaining members of the Development Team (i.e., inexperienced co-Developer(s), General Contractor, Architect, Attorney, 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: The Applicant must also provide the prior experience chart as outlined in the form.
 - (3) Identify the Architect by providing the completed and executed Florida Housing Finance Corporation Architect Certification form*.
 - (4) Identify the Attorney by providing the completed and executed Florida Housing Finance Corporation Attorney Certification for Housing Credits form*.
 - (5) Identify the Accountant by providing the completed and executed Florida Housing Finance Corporation Certification of Accountant form*.
 - (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. 10-17) which are available on the Corporation's Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2017/2017-113/forms-related-to-rfa-2017-113> (also accessible by clicking [here](#)). Note: The use of any prior version of these forms will not be acceptable to meet this requirement.
- c. Provide confirmation that all construction features committed to and proposed by the Applicant shall be located on the Development site;
- d. Confirmation that, if the proposed Development meets the definition of Scattered Sites, all Scattered Sites requirements that were not required to be met in the Application will be met, including that all features and amenities committed to and proposed by the Applicant that are not unit-specific shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both. If the Applicant indicates that the proposed Development does not consist of Scattered Sites, but it is determined during credit underwriting that the proposed Development does meet the definition of Scattered Sites, all of the Scattered Sites requirements must have been met as of Application Deadline and, if all Scattered Sites requirements were not in place as of the Application Deadline, the Applicant's funding award will be rescinded;

- e. Provide notification of the percentage of ownership of the Principals of the Applicant. Upon the Applicant's acceptance of the invitation to enter credit underwriting, the Corporation will return the Principals of the Application and Developer(s) Disclosure Form that was part of the Applicant's uploaded Application. The Applicant will be required to enter the applicable percentages on the form and return the completed form to the Corporation;
- f. Provide confirmation that the proposed equity amount to be paid prior to or simultaneous with the closing of construction financing is at least 15 percent of the total proposed equity to be provided (the 15 percent criteria), subject to the following:
 - (1) If syndicating/selling the Housing Credits, there are two exceptions to the preceding sentence. First, if there is a bridge loan proposal within the equity proposal that provides for bridge loan proceeds that equal at least 15 percent of the amount of total proposed equity to be provided to be made available prior to or simultaneous with closing of construction financing, the 15 percent criteria will be met. Second, if there is a separate bridge loan proposal from either the equity provider, any entity that is controlled directly or indirectly by the equity provider, or a subsidiary of the equity provider's parent holding company, and the proposal explicitly proposes an amount to be made available prior to or simultaneous with the closing of construction financing that equals at least 15 percent of the total proposed equity to be paid stated in the equity proposal, the 15 percent criteria is met. Bridge loan proposals that are not within the equity proposal, though, must meet the criteria previously stated for debt financing with the exception that evidence of ability to fund does not have to be provided. The Applicant may include the proposed amount of the bridge loan as equity proceeds on the Construction or Rehabilitation Analysis and on the Permanent Analysis (Note: this 15 percent criteria must be reflected in the limited partnership agreement or limited liability company operating agreement); or
 - (2) If not syndicating/selling the Housing Credits, proceeds from a bridge loan will not count toward meeting the 15 percent criteria;
- g. If the Applicant selected the Development Category of New Construction or Redevelopment, with or without Acquisition, the Applicant must advise the Corporation of the specific Green Building Certification Program that it commits to achieve: Leadership in Energy and Environmental Design (LEED); Florida Green Building Coalition (FGBC); or ICC 700 National Green Building Standard (NGBS);
- h. If the Applicant indicates that there are existing occupied units as of Application Deadline, the Applicant must provide to the Credit Underwriter a plan for relocation of existing tenants. The plan shall provide information regarding the relocation site; accommodations relevant to the needs of the residents and length of time residents will be displaced; moving and storage of the contents of a resident's dwelling units; as well as the approach to inform and prepare the residents for the rehabilitation activities;

- i. If the Applicant indicated that the proposed Development is the first phase of a multiphase Development, the Applicant must submit to the Corporation an opinion letter by a licensed attorney that the Development meets the definition of a “multiphase project” as defined in the Federal Register. The letter must also include: (a) the name of the declared first phase Development and the Corporation-assigned Application number, (b) the total number of phases and the projected Development name for each phase, (c) the total number of buildings in each phase, (d) the expected completion date for each phase, and (e) any other information as determined by the Corporation and stated in the invitation to enter credit underwriting.
 - j. If the Applicant indicated that the proposed Development is a subsequent phase of a multiphase Development, the Development’s status as a subsequent phase will be verified in credit underwriting. If the Development does not qualify and the Applicant’s Housing Credit request is based on such contention and, during the credit underwriting process it is determined that the proposed Development does not meet the criteria for such distinction, the Applicant’s Competitive Housing Credit award may be rescinded.
4. The Preliminary Recommendation Letter (PRL) for this Development will be due to the Corporation no later than 12 weeks after the invitation to enter credit underwriting has been accepted. Pursuant to paragraph 67-48.0072(21)(d), F.A.C., the Applicant is responsible for providing the Credit Underwriter with the information necessary to complete the PRL. If the 12 week deadline cannot be met due to any delay caused by the Applicant, the Applicant must request an extension by submitting a written request and payment of the applicable processing fee to the Corporation;
5. By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation.
6. 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 (Forms Rev. 10-14) which are available on the Corporation’s Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2017/2017-113/forms-related-to-rfa-2017-113> (also accessible by clicking here).

- d. Demonstration of HUD approval for an owner-adopted preference or limited preference specifically for individuals or families who are referred by a designated Referral Agency serving the county where the Development is located;
7. The Applicant will submit the fully executed Link MOU for the Corporation's approval, as described in Exhibit E;
8. 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 concrete 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. The proposed Development's first phase or subsequent phase's status;
 - f. Review of the Total Development Cost and its effect on the Total Development Cost Per Unit Limitation and, if applicable, the SAIL Request amount; and

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

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 and Applicants that select the Elderly ALF, 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 Referral Agency list is available on the Corporation's Website at <http://apps.floridahousing.org/StandAlone/SpecialNeeds/ContentPage.aspx?PAGE=Link%20Initiative%20Page> (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 <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2017/2017-113> (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. The deadline for receipt of the fully-executed MOU by the Corporation shall be established in the invitation to enter into credit underwriting, but shall be within nine (9) months from the date of the invitation to enter into credit underwriting but no later than the date the first building is placed in service. 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. The owner that has a Housing Assistance Payment Contract and/or an Annual Contributions Contract with HUD shall establish and obtain approval from HUD for an owner-adopted preference or limited preference specifically for individuals or families who are referred by a designated Referral Agency serving the county where the Development is located. HUD approval shall be demonstrated to the Corporation prior to the completion of the final credit underwriting report.
- E. 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.
- F. 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.
- G. 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.
- H. 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, within five (5) 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.
- I. 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.
- J. 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. 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. 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. To the extent that an ELI-unit requirement coincides with a Link Set-Aside Requirement, for a period not to exceed nine (9) months, a failure to meet the ELI-unit requirement shall not cause noncompliance during the lease-up or 30 Calendar Day hold period.
- C. 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.
- D. When the Development is an Acquisition/Rehabilitation Development that is occupied at the earlier of the site acquisition or the date of the Carryover Allocation Agreement, 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.
- E. 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.
- F. 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.
- G. 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 (3) times, at intervals of no less than seven (7) 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.
- H. The owner shall notify the Referral Agency regarding the outcome of each referral within one (1) business day after a determination is made regarding the household's eligibility to occupy the available unit.
- I. 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 (7) 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 (3) 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 (7) 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.

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 or Redevelopment (with or without acquisition), if the plan includes rehabilitation of at least one (1) existing unit.

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

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

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

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

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

- a. Once the invitation to Credit Underwriting has been accepted, all Rehabilitation Developments (with or without acquisition) shall have a CNA prepared. Due to closing deadlines outlined in Rule Chapters 67-48 and 67-21, F.A.C., the CNA process will run concurrently with the Credit Underwriting process (which includes the market study and PRL, if applicable).
- b. The CNA shall be ordered by the Credit Underwriter, no later than 7 Calendar Days after receiving the credit underwriting fee(s) and CNA fee. The choice of the CNA provider will be left solely up to the Credit Underwriter, and shall be chosen from the Corporation's approved list of qualified providers.
- c. Once the CNA has been ordered, the CNA provider will contact the Applicant to obtain basic information regarding the current physical condition of the property. The Applicant (or designee) shall answer the CNA provider's request for information within 7 Calendar Days of receipt. Further, a physical inspection of the property shall be scheduled to take place between the CNA provider, the Applicant (or designee), the Corporation (if desired) and the Credit Underwriter (if desired), no later than 30 Calendar Days from the ordering of the CNA. No less than 7 Calendar Days prior to the physical inspection, the Applicant shall ensure that original construction plans, if available, and a history of major repair expenditures covering at least the most recent 5 years, have been delivered to the CNA provider.

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

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

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

- (5) A list of all long-term physical needs (those with a remaining useful life of 6-15 years); the CNA provider will estimate the remaining useful life of each building system or component using the most recent Fannie Mae estimated useful life tables as the starting point for this evaluation;
- (6) An estimate of the “reserves necessary for replacements”;
- (7) An estimate of the cost of rehabilitation based on industry accepted source (e.g. RSMean);
- (8) An executive summary, including the following items:
 - (a) Property identification, including location and description;
 - (b) A description, if applicable, of any immediate life safety issues or any outstanding and recorded deficiencies in regard to Florida building or local fire codes, Florida Housing required features, or accessibility standards;
 - (c) Confirmation that the required FHFC Accessibility standards outlined in Section Four A.8.a. and c. of the RFA can be met.
 - (d) A summary narrative discussion of the physical condition of the property;
 - (e) A summary of immediate capital needs, including total costs and total costs per unit;
 - (f) A summary of long term capital needs, including total cost, total cost per unit (in both current and inflated dollars);
 - (g) A summary finding stating whether the estimated remaining useful life after rehabilitation for the buildings and their components will be at least 35 more years;
- (9) An evaluation of site improvements (utilities, parking, paving, sidewalks, sewer and drainage, landscaping, trash enclosures/compactors, tenant amenities, common areas, playgrounds and playground equipment and general site improvements);
- (10) An evaluation of building architectural and structural systems (foundations. superstructure and floors, roof structures and roofing, exterior walls and stairs, siding, downspouts,);
- (11) An evaluation of building mechanical and electrical systems (building HVAC, plumbing, electrical, elevators and fire protection/security systems), which should include evaluation of energy efficiency requirements and green building practices where applicable;
- (12) An evaluation of the interior dwelling units (interior finishes, all floors, walls, ceilings, paint, kitchens and appliances, carpet, vinyl, interior doors, shelves,

cabinets, vanities, closets, interior HVAC, plumbing, bathroom fixtures, electrical fire protection systems and security systems);

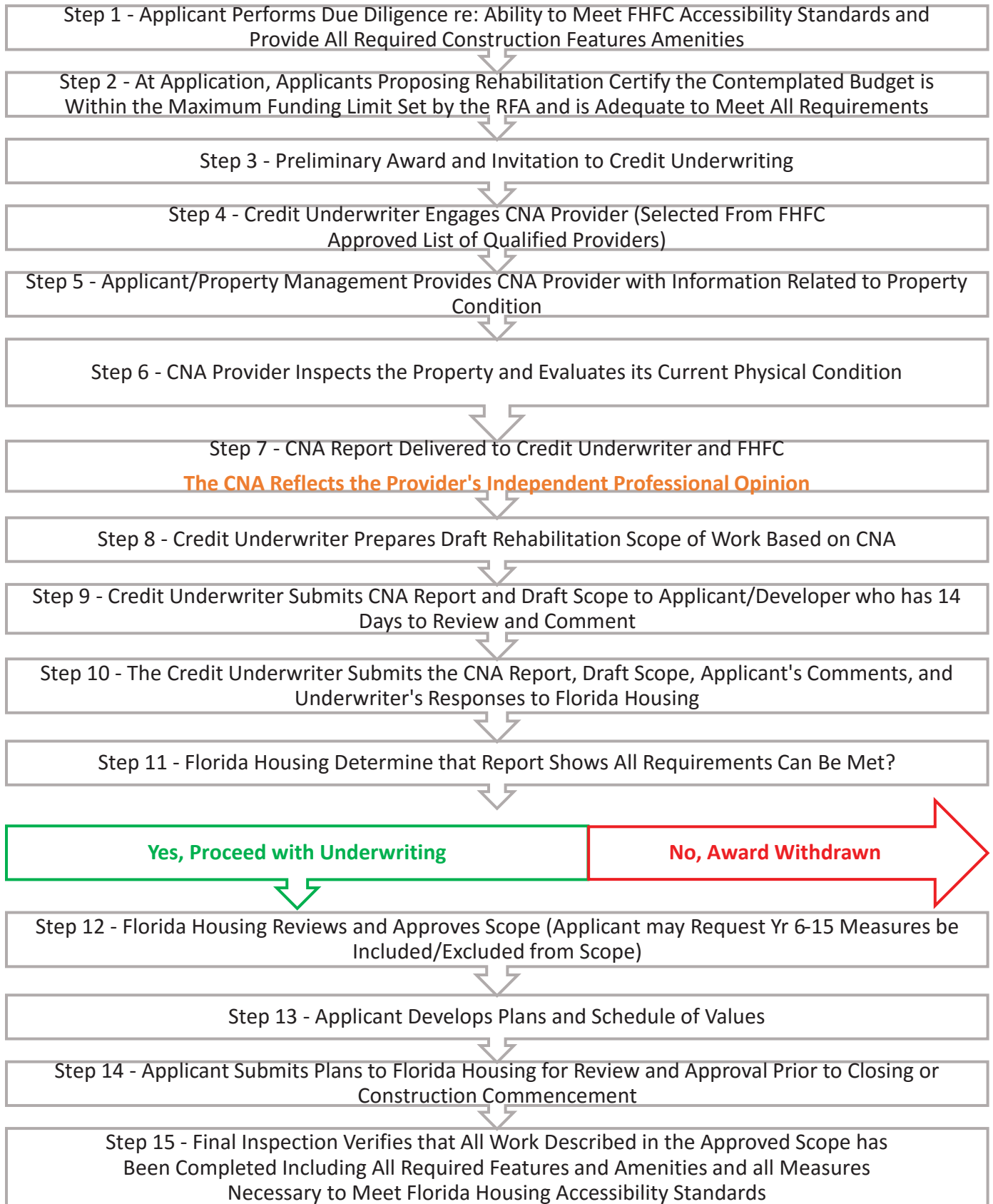
- (13) Evaluation of any accessory structures on the property;
 - (14) A description of directly observed or potential on-site environmental hazards;
 - (15) An analysis of the estimated remaining useful life of the property, which shall be displayed as the computation of all repairs and replacements carried out initially, plus replacement reserves needed over time;
 - (16) The basis for identifying any item for repair or replacement;
 - (17) Appendices (photographs, site plans, maps, etc.); and
 - (18) Certification of the CNA provider's qualifications and acknowledgments of who prepared the report, when the report was prepared, and for whom the report was prepared.
- j. The CNA provider will confirm that it is physically feasible to meet the requirements of Section Four. A.8.a., and A.8.c. of the RFA within the contemplated budget, and provide an estimated cost for meeting those requirements.
 - k. The CNA provider will opine as to the physical and financial feasibility of the inclusion of full-size ranges and ovens in all rehabilitation units in Elderly Developments.
 - l. The CNA provider will opine as to the physical and financial feasibility of all of the Green Features required in Section Four A.8.d. of the RFA.
 - m. Where appropriate, the CNA provider will comment on the proportions of physical needs that have resulted from accumulated deferred maintenance, and from ordinary use and decline of a properly maintained property. If, in the CNA provider's expert opinion, the deterioration of the property has been accelerated by poor management practices, that information must be disclosed to the Credit Underwriter and the Corporation.
 - n. The CNA provider will also comment on whether rehabilitation of a particular feature ordinarily requires relocation of the tenant.
3. The Scoping Stage (Steps 8-11)
- a. Once the CNA report is completed by the CNA provider, the report will be sent to the Credit Underwriter and the Corporation as soon as practicable. From this CNA report, the Credit Underwriter will prepare the draft Rehabilitation Scope of Work using the Worksheet (rev. 8-2017) attached to this Exhibit.
 - b. Each Rehabilitation Scope of Work must include the measures listed below.
 - (1) A minimum per unit hard cost budget of non-luxury improvements as specified in the RFA.

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

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

- d. As with any funding, the Corporation will conduct a final inspection to verify that all work in the approved Scope of Work has been completed, including delivery of all required features, amenities and measures needed to meet the Corporation's Housing Accessibility Standards.

Flowchart



Scope of Rehabilitation Worksheet

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

G

LINES AS AS AS AS

2017 REHABILITATION WORK SCOPE

APPLICATION NUMBER:

RFA NUMBER:

DEMOGRAPHIC:

DEVELOPMENT NAME:

DEVELOPMENT LOCATION:

DEVELOPER:

APPLICANT NAME:

YEAR BUILT:

RESIDENTIAL UNIT COUNT:

GROSS SQUARE FOOTAGE:

NUMBER OF LINK UNITS:

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

Applicant Certification and Acknowledgement Form

1. The Applicant and all Financial Beneficiaries have read all applicable Corporation rules governing this RFA and have read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in Rule Chapter 67-48, F.A.C. The Applicant and all Financial Beneficiaries have read, understand and will comply with Section 42 of the Internal Revenue Code, as amended, and all related federal regulations.
2. The Applicant has reviewed subsection 67-48.023(1), F.A.C., and certifies to its eligibility to apply for the funding offered in this RFA.
3. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation.
4. The Applicant acknowledges and certifies that it will abide by all commitments, requirements, and due dates outlined in the RFA, inclusive of all exhibits. Failure to provide the required information by any stated deadlines may result in the withdrawal of the invitation to enter credit underwriting, unless an extension is approved by the Corporation.
5. By submitting the Application, the Applicant acknowledges and certifies that the proposed Development will meet all state building codes, including the 2012 Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S., the Fair Housing Act as implemented by 24 CFR Part 100, including the Affirmative Fair Housing Marketing Plan; Violence Against Women Act Reauthorization Act of 2013; Section 504 of the Rehabilitation Act of 1973 as outlined in Section Four, A.8. of the RFA; and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules.
6. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in this Application that may be conducted by the Corporation, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation staff.
7. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the Corporation. The Applicant commits that no qualified residents will be refused occupancy because they have Section 8 vouchers or certificates. The Applicant further commits to actively seek tenants from public housing waiting lists and tenants who are participating in and/or have successfully completed the training provided by welfare to work or self-sufficiency type programs.

8. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development Team's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Development Team (which consists of Developer, Management Company, General Contractor, Architect, Attorney, and Accountant) will be reviewed during credit underwriting. The Credit Underwriter may require additional information from any member of the Development Team including, without limitation, documentation on other past projects and financials. Development Teams with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter.
9. The Applicant's commitments will be included in an Extended Use Agreement for the Housing Credits, and must be maintained in order for the Development to remain in compliance, unless the Board approves a change.
10. The Applicant certifies that there are no agreements, other than the letter of intent provided with this Application or the Limited Partnership Agreement, between the Applicant and the Housing Credit Syndicator/equity provider.
11. The Applicant certifies that the complete Limited Partnership Agreement, including any amendments thereto, will be divulged to the Corporation and the credit underwriter.
12. The Applicant understands and agrees that it will ensure that (i) none of the General Contractor duties to manage and control the construction of the Development are subcontracted; (ii) none of the construction or inspection work that is normally performed by subcontractors is performed by the General Contractor; (iii) no construction cost is subcontracted to any entity that has common ownership or is an Affiliate of the General Contractor or the Developer, as further described in subsection 67-48.0072(17); and (iv) a provision is provided in the contract with General Contractor that it will comply with subsection 67-48.0072(17).
13. The Applicant, the Developer and all Principals are in good standing among all other state agencies and have not been prohibited from applying for funding.
14. 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.
15. During the credit underwriting process, the Applicant must demonstrate that the Development meets the requirements of this RFA and Section 42 of the IRC.
16. 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.

- 17. 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.
- 18. The undersigned is authorized to bind the Applicant entity to this certification and warranty of truthfulness and completeness of the Application.

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

Signature of Authorized Principal Representative

Name (typed or printed)

Title (typed or printed)

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

EXHIBIT

E

Maureen McCarthy Daughton, LLC

MMD LAW

Maureen McCarthy Daughton, LLC
1725 Capital Circle NE, Suite 304
Tallahassee, Florida 32308

T: (850) 345-8251
Mdaughton@mmd-lawfirm.com
www.mmd-lawfirm.com

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FLORIDA HOUSING
FINANCE CORPORATION

**Via Hand Delivery and Email
March 21, 2018**


Ms. Ana McGlamory CP, FCP, FRP (Ana.McGlamory@Floridahousing.org)
Corporation Clerk
Florida Housing Finance Corporation
227 North Bronough, Suite 5000
Tallahassee, Florida 32301

RE: Notice of Intent to Protest, Request for Applications (RFA) 2017-113 Proposed Funding Selections

Dear Corporation Clerk:

On behalf of Applicant, HTG Village View, LLC, Application No. 2018-303C, we hereby give notice of our intent to protest the Award Notice and Scoring and Ranking of RFA 2017-113 posted by Florida Housing Finance Corporation on March 16, 2018 at 1:05pm concerning Housing Credit Financing for Affordable Housing Developments located in Broward, Duval, Hillsborough, Orange, Palm Beach and Pinellas Counties (See Attached).

A formal written petition will be submitted within ten (10) days of this Notice as required by law.

Respectfully Submitted,

Maureen M. Daughton

cc: Hugh Brown, General Counsel

RFA 2017-113 Board Approved Scoring Results

Application Number	Name of Development	County	Name of Authorized Principal Representative	Name of Developers	Demo. Commitment	Total Units	HC Funding Amount	Eligible For Funding?	NP?	Total Points	Proximity Funding Preference	Per Unit Construction Funding Preference	Development Category Funding Preference	Development Category	Total Corp Funding Per Set-Aside	Leveraging Classification	Florida Job Creation Preference	Lottery Number	
Eligible Applications																			
2018-272C	Venetian Isles	Pinellas	Joseph F. Chapman, IV	Royal American Properties, LLC	E, Non-ALF	86	1,660,000.00	Y	N	15	Y	Y	Y	NC	117,358.14	A	Y	11	
2018-273C	Hawthorne Park	Orange	Jonathan L. Wolf	Hawthorne Park Developer, LLC	E, Non-ALF	116	2,110,000.00	Y	Y	15	Y	Y	Y	NC	117,505.17	A	Y	3	
2018-274C	Pendana at West Lakes Senior Residences	Orange	Eddy Moratin	New Affordable Housing Partners, LLC; LIFT Orlando	E, Non-ALF	120	2,110,000.00	Y	Y	20	Y	Y	Y	NC	130,960.67	A	Y	22	
2018-275C	Berkeley Landing	Palm Beach	Jonathan L. Wolf	Berkeley Landing Developer, LLC	E, Non-ALF	120	2,110,000.00	Y	Y	15	Y	Y	Y	NC	113,588.33	A	Y	6	
2018-277C	Bristol Manor	Orange	Jonathan L. Wolf	Bristol Manor Developer, LLC	E, Non-ALF	98	2,110,000.00	Y	Y	15	Y	Y	Y	NC	130,906.12	A	Y	13	
2018-278C	Channel Side Apartments	Palm Beach	William T Fabbri	The Richman Group of Florida, Inc.; BDG Channel	F	108	2,100,000.00	Y	N	20	Y	Y	Y	NC	125,611.11	A	Y	24	
2018-279C	Marquis Apartments	Broward	Mara S. Mades	Cornerstone Group Partners, LLC	F	100	1,727,000.00	Y	N	20	Y	Y	Y	NC	94,829.57	A	Y	9	
2018-280C	Banyan Station	Palm Beach	Matthew A Rieger	HIG Banyan Developer, LLC	F	80	2,050,000.00	Y	N	20	Y	Y	Y	NC	136,323.00	B	Y	17	
2018-281C	Madison Landing	Orange	Patrick E Law	American Residential Communities, LLC	E, Non-ALF	88	2,110,000.00	Y	N	15	Y	Y	Y	NC	127,559.09	A	Y	19	
2018-282C	Madison Plaza	Orange	Patrick E Law	American Residential Communities, LLC	E, Non-ALF	88	2,110,000.00	Y	N	15	Y	Y	Y	NC	127,559.09	A	Y	21	
2018-283C	The Boulevard at West River	Hillsborough	Jerome D Ryans	WRDG T3A Developer, LLC	F	118	2,110,000.00	Y	N	20	Y	Y	Y	NC	118,160.00	A	Y	15	
2018-284C	Sailboat Bend Apartments II	Broward	Kenneth Naylor	APC Sailboat Bend II Development, LLC; HEF-Dixie	E, Non-ALF	110	2,561,000.00	Y	Y	20	Y	Y	Y	NC	114,661.80	A	Y	5	
2018-285C	Anderson Terrace Apartments	Orange	Matthew A Rieger	HIG Anderson Terrace Developer, LLC	F	120	1,625,000.00	Y	N	15	Y	Y	Y	NC	126,072.92	A	Y	4	
2018-286C	Ocean Breeze East	Palm Beach	Lewis V Swezy	R5 Development Corp; Lewis Swezy	F	123	2,070,000.00	Y	N	20	Y	Y	Y	NC	108,717.07	A	Y	8	
2018-289C	Heron Estates Family	Palm Beach	Matthew A Rieger	HIG Heron Estates Family Developer, LLC	F	79	1,541,751.00	Y	N	20	Y	Y	Y	NC	126,072.30	A	Y	10	
2018-291C	Springfield Plaza	Duval	Cliffon E. Phillips	Roundstone Development, LLC	F	84	1,660,000.00	Y	N	15	Y	Y	Y	NC	127,661.90	A	Y	25	
2018-293C	Lofts at Jefferson Station	Duval	James R. Hoover	TVC Development, Inc.	F	98	1,660,000.00	Y	N	20	Y	Y	Y	NC	126,160.00	A	Y	32	
2018-294C	Birch Hollow	Orange	Matthew A Rieger	HIG Birch Hollow Developer, LLC	E, Non-ALF	120	1,625,000.00	Y	N	15	Y	Y	Y	NC	126,072.92	A	Y	18	

RFA 2017-113 Board Approved Scoring Results

Application Number	Name of Development	County	Name of Authorized Principal Representative	Name of Developers	Demo. Commitment	Total Units	HC Funding Amount	Eligible For Funding?	NP?	Total Points	Proximity Funding Preference	Per Unit Construction Funding Preference	Development Category Funding Preference	Development Category	Total Corp Funding Per Set-Aside	Leveraging Classification	Florida Job Creation Preference	Lottery Number
2018-296C	City Edge	Hillsborough	William T Fabbri	The Richman Group of Florida, Inc.; Corporation to	E, Non-ALF	120	2,110,000.00	Y	Y	20	Y	Y	Y	NC	130,960.67	A	Y	20
2018-297C	ETHANS WALK APARTMENTS	Orange	DEION R LOWERY	DRL EW DEVELOPMENT LLC	E, Non-ALF	88	1,576,344.00	Y	N	15	Y	Y	Y	NC	115,717.98	A	Y	7
2018-299C	Sandpiper Court	Pinellas	Domingo Sanchez	DDER Development, LLC	E, Non-ALF	64	1,660,000.00	Y	N	15	N	Y	Y	NC	137,987.50	B	Y	33
2018-300C	Casa Sant'Angelo Apartments	Broward	Kenneth Naylor	Casa Sant'Angelo Development, LLC	E, Non-ALF	113	2,383,228.00	Y	Y	15	Y	Y	Y	NC	115,808.01	A	Y	30
2018-302C	Parramore Oaks Phase Two	Orange	Paula McDonald Rhodes	Invictus Development, LLC; ADC Communities, LLC; Royal HTG Village View Developer, LLC	F	89	1,603,777.00	Y	N	15	Y	Y	Y	NC	143,894.44	B	Y	14
2018-303C	Village View	Broward	Matthew A. Rieger	HTG Village View Developer, LLC	E, Non-ALF	96	2,561,000.00	Y	N	15	Y	Y	Y	NC	120,633.77	A	Y	1
2018-304C	Eagle Ridge	Pinellas	Richard Higgins	Norstar Development USA, LP; Tarpon Springs	F	71	1,660,000.00	Y	N	20	Y	Y	Y	NC	151,036.62	B	Y	16

Ineligible Applications

2018-276C	Durham Place	Orange	Jonathan L. Wolf	Durham Place Developer, LLC	E, Non-ALF	116	2,110,000.00	N	Y	15	N	Y	Y	NC	117,505.17		Y	23
2018-287C	Anchorage Apartments	Pinellas	William T Fabbri	The Richman Group of Florida, Inc.	E, Non-ALF	87	1,600,000.00	N	N	15	N	Y	Y	NC	136,974.71		Y	28
2018-288C	Douglas Gardens IV	Broward	Matthew A. Rieger	Douglas Gardens IV Developer, LLC	E, Non-ALF	120	2,561,000.00	N	N	20	Y	Y	Y	NC	117,187.09		Y	31
2018-290C	FOUR6 Skyway	Pinellas	Bowen A Arnold	DDA Development, LLC	E, Non-ALF	80	1,660,000.00	N	N	20	Y	Y	Y	NC	126,160.00		Y	2
2018-292C	Village of Valor	Palm Beach	Kathy S Makino-Leibstiz	KSM Holdings Florida, LLC	F	157	2,110,000.00	N	Y	15	Y	Y	Y	NC	104,050.38		Y	29
2018-295C	Heritage at Arbor Ridge	Orange	Robert G Hoskins	NuRock Development Partners, Inc.	E, Non-ALF	80	1,475,990.00	N	N	15	Y	Y	Y	NC	137,414.67		Y	12
2018-298C	Residences at Barnett Park	Orange	Robert G Hoskins	NuRock Development Partners, Inc.	F	97	1,819,892.00	N	N	15	Y	Y	Y	NC	139,737.69		Y	27
2018-301C	CHANDLERS CROSSING APARTMENTS	Orange	DEION R LOWERY	DRL CC DEVELOPMENT LLC	F	88	1,576,344.00	N	N	15	Y	Y	Y	NC	115,717.98		Y	26

On March 16, 2018, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion to adopt the scoring results above.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., Rule Chapter 28-110, F.A.C., and Rule 67-60.009, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

RFA 2017-113 Board Approved Preliminary Awards

Total HC Available for RFA	14,601,863.00
Total HC Allocated	13,898,000.00
Total HC Remaining	703,863.00

Application Number	Name of Development	County	Name of Authorized Principal Representative	Name of Developers	HC Funding Amount	NP?	Total Points	Proximity Funding Preference	Per Unit Construction Funding Preference	Development Category Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
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Broward County Application

2018-284C	Sailboat Bend Apartments II	Broward	Kenneth Naylor	APC Sailboat Bend II Development, LLC; HEF-Dixie Court Development, LLC	2,561,000.00	Y	20	Y	Y	Y	A	Y	5
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Duval County Application

2018-293C	Lofts at Jefferson Station	Duval	James R. Hoover	TVC Development, Inc.	1,660,000.00	N	20	Y	Y	Y	A	Y	32
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Hillsborough County Application

2018-283C	The Boulevard at West River	Hillsborough	Jerome D Ryans	WRDG T3A Developer, LLC	2,110,000.00	N	20	Y	Y	Y	A	Y	15
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Orange County Application

2018-274C	Pendana at West Lakes Senior Residences	Orange	Eddy Moratin	New Affordable Housing Partners, LLC; LIFT Orlando Community Development, LLC	2,110,000.00	Y	20	Y	Y	Y	A	Y	22
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Palm Beach County Application

2018-286C	Ocean Breeze East	Palm Beach	Lewis V Swezy	RS Development Corp; Lewis Swezy	2,070,000.00	N	20	Y	Y	Y	A	Y	8
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Pinellas County Application

2018-304C	Eagle Ridge	Pinellas	Richard Higgins	Norstar Development USA, LP; Tarpon Springs Development, LLC	1,660,000.00	N	20	Y	Y	Y	B	Y	16
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RFA 2017-113 Board Approved Preliminary Awards

Application Number	Name of Development	County	Name of Authorized Principal Representative	Name of Developers	HC Funding Amount	NP?	Total Points	Proximity Funding Preference	Per Unit Construction Funding Preference	Development Category Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
Non-Profit Application or 2nd Broward County Application													
2018-279C	Marquis Apartments	Broward	Mara S. Mades	Cornerstone Group Partners, LLC	1,727,000.00	N	20	Y	Y	Y	A	Y	9

On March 16, 2018, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion and staff recommendation to select the above Applications for funding and invite the Applicants to enter credit underwriting.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with section 120.57(3), Fla. Stat., Rule Chapter 28-110, F.A.C., and Rule 67-60.009, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

EXHIBIT

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PHONE (850) 425-6654 FAX (850) 425-6694 WEB WWW.RADEYLAW.COM
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March 21, 2018

Via Hand Delivery

Corporation Clerk
Florida Housing Finance Corporation
227 North Bronough Street
Suite 5000
Tallahassee, Florida 32301

RECEIVED
18 MAR 21 AM 9:00
FLORIDA HOUSING
FINANCE CORPORATION

Re: Notice of Intent to Protest, RFA 2017-113 Proposed Funding Selections

Dear Corporation Clerk:

Pursuant to section 120.57(3), Florida Statutes, rule chapter 28-110, and rule 67-60.009, Florida Administrative Code, Applicant No. 2018-300C, Casa Sant'Angelo, Ltd., files this Notice of Intent to Protest the proposed funding selections adopted by the Florida Housing Finance Corporation ("FHFC") Board of Directors on March 16, 2018, concerning Request for Applications ("RFA") 2017-113. A copy of the Board's preliminary awards, as posted on the FHFC website, is attached to this notice as **Exhibit A**. A copy of the scoring results approved by the Board of Directors, also posted on the FHFC website, is attached as **Exhibit B**. A formal written protest petition will be filed within 10 days of this notice, as required by law.

Sincerely,

Donna E. Blanton

RFA 2017-113 Board Approved Preliminary Awards

Total HC Available for RFA	14,601,863.00
Total HC Allocated	13,898,000.00
Total HC Remaining	703,863.00

Application Number	Name of Development	County	Name of Authorized Principal Representative	Name of Developers	HC Funding Amount	NP?	Total Points	Proximity Funding Preference	Per Unit Construction Funding Preference	Development Category Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
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Broward County Application

2018-284C	Sailboat Bend Apartments II	Broward	Kenneth Naylor	APC Sailboat Bend II Development, LLC; HEF-Dixie Court Development, LLC	2,561,000.00	Y	20	Y	Y	Y	A	Y	5
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Duval County Application

2018-293C	Lofts at Jefferson Station	Duval	James R. Hoover	TVC Development, Inc.	1,660,000.00	N	20	Y	Y	Y	A	Y	32
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Hillsborough County Application

2018-283C	The Boulevard at West River	Hillsborough	Jerome D Ryans	WRDG T3A Developer, LLC	2,110,000.00	N	20	Y	Y	Y	A	Y	15
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Orange County Application

2018-274C	Pendana at West Lakes Senior Residences	Orange	Eddy Moratin	New Affordable Housing Partners, LLC; LIFT Orlando Community Development, LLC	2,110,000.00	Y	20	Y	Y	Y	A	Y	22
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Palm Beach County Application

2018-286C	Ocean Breeze East	Palm Beach	Lewis V Swezy	RS Development Corp; Lewis Swezy	2,070,000.00	N	20	Y	Y	Y	A	Y	8
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Pinellas County Application

2018-304C	Eagle Ridge	Pinellas	Richard Higgins	Norstar Development USA, LP; Tarpon Springs Development, LLC	1,660,000.00	N	20	Y	Y	Y	B	Y	16
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RFA 2017-113 Board Approved Preliminary Awards

Application Number	Name of Development	County	Name of Authorized Principal Representative	Name of Developers	HC Funding Amount	NP?	Total Points	Proximity Funding Preference	Per Unit Construction Funding Preference	Development Category Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
2018-279C	Marquis Apartments	Broward	Mara S. Mades	Cornerstone Group Partners, LLC	1,727,000.00	N	20	Y	Y	Y	A	Y	9

On March 16, 2018, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion and staff recommendation to select the above Applications for funding and invite the Applicants to enter credit underwriting.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., Rule Chapter 28-110, F.A.C., and Rule 67-60.009, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

RFA 2017-113 Board Approved Scoring Results

Application Number	Name of Development	County	Name of Authorized Principal Representative	Name of Developers	Demo. Commitment	Total Units	HC Funding Amount	Eligible For Funding?	NP?	Total Points	Proximity Funding Preference	Per Unit Construction Preference	Development Category Funding Preference	Development Category	Total Corp Funding Per Set-Aside	Leveraging Classification	Florida Job Creation Preference	Lottery Number
Eligible Applications																		
2018-272C	Venetian Isles	Pinellas	Joseph F. Chapmar, IV	Royal American Properties, LLC	E, Non-ALF	86	1,660,000.00	Y	N	15	Y	Y	Y	NC	117,358.14	A	Y	11
2018-273C	Hawthorne Park	Orange	Jonathan L. Wolf	Hawthorne Park Developer, LLC	E, Non-ALF	116	2,110,000.00	Y	Y	15	Y	Y	Y	NC	117,505.17	A	Y	3
2018-274C	Pendana at West Lakes Senior Residences	Orange	Eddy Moratin	New Affordable Housing Partners, LLC; LIFT Orlando	E, Non-ALF	120	2,110,000.00	Y	Y	20	Y	Y	Y	NC	130,960.67	A	Y	22
2018-275C	Berkeley Landing	Palm Beach	Jonathan L. Wolf	Berkeley Landing Developer, LLC	E, Non-ALF	120	2,110,000.00	Y	Y	15	Y	Y	Y	NC	113,588.33	A	Y	6
2018-277C	Bristol Manor	Orange	Jonathan L. Wolf	Bristol Manor Developer, LLC	E, Non-ALF	98	2,110,000.00	Y	Y	15	Y	Y	Y	NC	130,906.12	A	Y	13
2018-278C	Channel Side Apartments	Palm Beach	William T Fabbri	The Richman Group of Florida, Inc.; BDG Channel	F	108	2,100,000.00	Y	N	20	Y	Y	Y	NC	125,611.11	A	Y	24
2018-279C	Marquis Apartments	Broward	Mara S. Mades	Cornerstone Group Partners, LLC	F	100	1,727,000.00	Y	N	20	Y	Y	Y	NC	94,829.57	A	Y	9
2018-280C	Banyan Station	Palm Beach	Matthew A Rieger	HTG Banyan Developer, LLC	F	80	2,050,000.00	Y	N	20	Y	Y	Y	NC	136,325.00	B	Y	17
2018-281C	Madison Landing	Orange	Patrick E Law	American Residential Communities, LLC	E, Non-ALF	88	2,110,000.00	Y	N	15	Y	Y	Y	NC	127,559.09	A	Y	19
2018-282C	Madison Plaza	Orange	Patrick E Law	American Residential Communities, LLC	E, Non-ALF	88	2,110,000.00	Y	N	15	Y	Y	Y	NC	127,559.09	A	Y	21
2018-283C	The Boulevard at West River	Hillsborough	Jerome D Ryans	WRDC T3A Developer, LLC	F	118	2,110,000.00	Y	N	20	Y	Y	Y	NC	118,160.00	A	Y	15
2018-284C	Sailboat Bend Apartments II	Broward	Kenneth Naylor	APC Sailboat Bend II Development, LLC; HEF-Dixie	E, Non-ALF	110	2,561,000.00	Y	Y	20	Y	Y	Y	NC	114,661.80	A	Y	5
2018-285C	Anderson Terrace Apartments	Orange	Matthew A Rieger	HTG Anderson Terrace Developer, LLC	F	120	1,625,000.00	Y	N	15	Y	Y	Y	NC	126,072.92	A	Y	4
2018-286C	Ocean Breeze East	Palm Beach	Lewis V Swezy	RS Development Corp; Lewis Swezy	F	123	2,070,000.00	Y	N	20	Y	Y	Y	NC	108,717.07	A	Y	8
2018-289C	Heron Estates Family	Palm Beach	Matthew A Rieger	HTG Heron Estates Family Developer, LLC	F	79	1,541,751.00	Y	N	20	Y	Y	Y	NC	126,072.30	A	Y	10
2018-291C	Springfield Plaza	Duval	Clifton E. Phillips	Roundstone Development, LLC	F	84	1,660,000.00	Y	N	15	Y	Y	Y	NC	127,661.90	A	Y	25
2018-293C	Lofts at Jefferson Station	Duval	James R. Hoover	TVC Development, Inc.	F	98	1,660,000.00	Y	N	20	Y	Y	Y	NC	126,160.00	A	Y	32
2018-294C	Birch Hollow	Orange	Matthew A Rieger	HTG Birch Hollow Developer, LLC	E, Non-ALF	120	1,625,000.00	Y	N	15	Y	Y	Y	NC	126,072.92	A	Y	18



RFA 2017-113 Board Approved Scoring Results

Application Number	Name of Development	County	Name of Authorized Principal Representative	Name of Developers	Demo. Commitment	Total Units	HC Funding Amount	Eligible For Funding?	NP?	Total Points	Proximity Funding Preference	Per Unit Construction Preference	Development Category Funding Preference	Development Category	Total Corp Funding Per Set-Aside	Leveraging Classification	Florida Job Creation Preference	Lottery Number
2018-296C	City Edge	Hillsborough	William T Fabbri	The Richman Group of Florida, Inc.; Corporation to	E, Non-ALF	120	2,110,000.00	Y	Y	20	Y	Y	Y	NC	130,960.67	A	Y	20
2018-297C	ETHANS WALK APARTMENTS	Orange	DEION R LOWERY	DRL EW DEVELOPMENT LLC	E, Non-ALF	88	1,576,344.00	Y	N	15	Y	Y	Y	NC	115,717.98	A	Y	7
2018-299C	Sandpiper Court	Pinellas	Domingo Sanchez	DDER Development, LLC	E, Non-ALF	64	1,660,000.00	Y	N	15	N	Y	Y	NC	137,987.50	B	Y	33
2018-300C	Casa Sant'Angelo Apartments	Broward	Kereth Naylor	Casa Sant'Angelo Development, LLC	E, Non-ALF	113	2,383,228.00	Y	Y	15	Y	Y	Y	NC	115,808.01	A	Y	30
2018-302C	Parramore Oaks Phase Two	Orange	Pa Jia McDonald Rhodes	InVictus Development, LLC; ADC Communities, LLC; Royal	F	89	1,603,777.00	Y	N	15	Y	Y	Y	NC	143,894.44	B	Y	14
2018-303C	Village View	Broward	Matthew A. Rieger	HTG Village View Developer, LLC	E, Non-ALF	96	2,561,000.00	Y	N	15	Y	Y	Y	NC	120,633.77	A	Y	1
2018-304C	Eagle Ridge	Pinellas	Richard Higgins	Norstar Development USA, LP; Tarpon Springs	F	71	1,660,000.00	Y	N	20	Y	Y	Y	NC	151,036.62	B	Y	16

Ineligible Applications

2018-276C	Durham Place	Orange	Jonathan L. Wolf	Durham Place Developer, LLC	E, Non-ALF	116	2,110,000.00	N	Y	15	N	Y	Y	NC	117,505.17		Y	23
2018-287C	Anchorage Apartments	Pinellas	William T Fabbri	The Richman Group of Florida, Inc.	E, Non-ALF	87	1,600,000.00	N	N	15	N	Y	Y	NC	136,974.71		Y	28
2018-288C	Douglas Gardens IV	Broward	Matthew A. Rieger	Douglas Gardens IV Developer, LLC	E, Non-ALF	120	2,561,000.00	N	N	20	Y	Y	Y	NC	117,187.09		Y	31
2018-290C	FOUR6 Skyway	Pinellas	Bowen A Arnold	DDA Development, LLC	E, Non-ALF	80	1,660,000.00	N	N	20	Y	Y	Y	NC	126,160.00		Y	2
2018-292C	Village of Valor	Palm Beach	Kathy S Makino-Leipsitz	KSM Holdings Florida, LLC	F	157	2,110,000.00	N	Y	15	Y	Y	Y	NC	104,050.38		Y	29
2018-295C	Heritage at Arbor Ridge	Orange	Rcbert G Hoskins	NuRock Development Partners, Inc.	E, Non-ALF	80	1,475,990.00	N	N	15	Y	Y	Y	NC	137,414.67		Y	12
2018-298C	Residences at Barnett Park	Orange	Rcbert G Hoskins	NuRock Development Partners, Inc.	F	97	1,819,892.00	N	N	15	Y	Y	Y	NC	139,737.69		Y	27
2018-301C	CHANDLERS CROSSING APARTMENTS	Orange	DEION R LOWERY	DRL CC DEVELOPMENT LLC	F	88	1,576,344.00	N	N	15	Y	Y	Y	NC	115,717.98		Y	26

On March 16, 2018, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion to adopt the scoring results above.

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EXHIBIT G

Maureen McCarthy Daughton, LLC

MMD LAW

Maureen McCarthy Daughton, LLC
1725 Capital Circle NE, Suite 304
Tallahassee, Florida 32308

T: (850) 345-8511
Mdaughton@mmd-lawfirm.com
www.mmd-lawfirm.com

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March 21, 2018

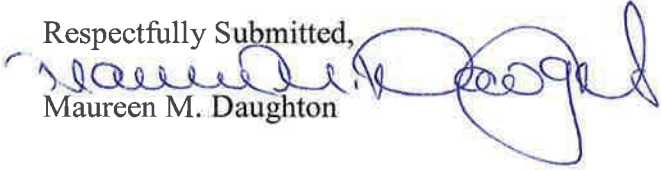
Ms. Ana McGlamory CP, FCP, FRP (Ana.McGlamory@Floridahousing.org)
Corporation Clerk
Florida Housing Finance Corporation
227 North Bronough, Suite 5000
Tallahassee, Florida 32301

**RE: Notice of Intent to Protest, Request for Applications (RFA) 2017-113 Proposed
Funding Selections**

Dear Corporation Clerk:

On behalf of Applicant, Douglas Gardens IV, Ltd, Application No.2018-288C, we hereby give notice of our intent to protest the Award Notice and Scoring and Ranking of RFA 2017-113 posted by Florida Housing Finance Corporation on March 16, 2018 at 1:05pm concerning Housing Credit Financing for Affordable Housing Developments located in Broward, Duval, Hillsborough, Orange, Palm Beach and Pinellas Counties (See Attached).

A formal written petition will be submitted within ten (10) days of this Notice as required by law.

Respectfully Submitted,

Maureen M. Daughton

cc: Hugh Brown, General Counsel

RFA 2017-113 Board Approved Scoring Results

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Eligible Applications																			
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2018-274C	Pendana at West Lakes Senior Residences	Orange	Eddy Moratin	New Affordable Housing Partners, LLC; LIFT Orlando	E, Non-ALF	120	2,110,000.00	Y	Y	20	Y	Y	Y	NC	130,960.67	A	Y	22	
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RFA 2017-113 Board Approved Scoring Results

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RFA 2017-113 Board Approved Preliminary Awards

Total HC Available for RFA	14,601,863.00
Total HC Allocated	13,898,000.00
Total HC Remaining	703,863.00

Application Number	Name of Development	County	Name of Authorized Principal Representative	Name of Developers	HC Funding Amount	NP?	Total Points	Proximity Funding Preference	Per Unit Construction Funding Preference	Development Category Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
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Broward County Application

2018-284C	Sailboat Bend Apartments II	Broward	Kenneth Naylor	APC Sailboat Bend II Development, LLC; HEF-Dixie Court Development, LLC	2,561,000.00	Y	20	Y	Y	Y	A	Y	5
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Duval County Application

2018-293C	Lofts at Jefferson Station	Duval	James R. Hoover	TVC Development, Inc.	1,660,000.00	N	20	Y	Y	Y	A	Y	32
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Hillsborough County Application

2018-283C	The Boulevard at West River	Hillsborough	Jerome D Ryans	WRDS T3A Developer, LLC	2,110,000.00	N	20	Y	Y	Y	A	Y	15
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Orange County Application

2018-274C	Pendana at West Lakes Senior Residences	Orange	Eddy Moratin	New Affordable Housing Partners, LLC; LIFT Orlando Community Development, LLC	2,110,000.00	Y	20	Y	Y	Y	A	Y	22
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Palm Beach County Application

2018-286C	Ocean Breeze East	Palm Beach	Lewis V Swezy	RS Development Corp.; Lewis Swezy	2,070,000.00	N	20	Y	Y	Y	A	Y	8
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Pinellas County Application

2018-304C	Eagle Ridge	Pinellas	Richard Higgins	Norstar Development USA, LP; Tarpon Springs Development, LLC	1,660,000.00	N	20	Y	Y	Y	B	Y	16
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RFA 2017-113 Board Approved Preliminary Awards

Application Number	Name of Development	County	Name of Authorized Principal Representative	Name of Developers	HC Funding Amount	NP?	Total Points	Proximity Funding Preference	Per Unit Construction Funding Preference	Development Category Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
Non-Profit Application or 2nd Broward County Application													
2018-279C	Marquis Apartments	Broward	Mara S. Mades	Cornerstone Group Partners, LLC	1,727,000.00	N	20	Y	Y	Y	A	Y	9

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EXHIBIT

H

Exhibit A to RFA 2017-113- Application**1. Submission Requirements**

- a. Application Withdrawal Disincentive:
- (1) \$25,000 Application Withdrawal Cash Deposit.
If applicable, to whom should the refund check be made payable?
Atlantic Pacific Communities, LLC
 - Or
 - (2) \$25,000 Letter of Credit.
- b. Provide the Applicant Certification and Acknowledgement, executed by the Authorized Principal Representative, as **Attachment 1**.

2. Demographic Commitment

- a. Family
- b. Elderly ALF
- c. Elderly Non-ALF

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

- a. Contact Person
- (1) Authorized Principal Representative contact information (required)

First Name: Kenneth
 Middle Initial: [Click here to enter text.](#)
 Last Name: Naylor
 Street Address: 2950 SW 27th Avenue, Suite 200
 City: Miami
 State: Florida
 Zip: 33133
 Telephone: 3053574700
 Facsimile: 3054761557
 E-Mail Address: Knaylor@apcompanies.com
 Relationship to Applicant: VP of APCHD MM II Inc., the mgr of the managing GP
 - (2) Operational Contact Person information (optional)

First Name: Elizabeth
 Middle Initial: [Click here to enter text.](#)
 Last Name: Wong
 Street Address: 2950 SW 27th Avenue, Suite 200

City: Miami
State: Florida
Zip: 33133
Telephone: 3053574725
Facsimile: 3054761557
E-Mail Address: lwong@apcompanies.com
Relationship to Applicant: Staff of the co-Developer

b. Applicant

(1) Name of Applicant:

Sailboat Bend II, Ltd.

(2) Provide the required documentation to demonstrate that the Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline as **Attachment 2**.

(3) Non-Profit Applicant qualifications

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

Yes No

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

c. General Developer Information

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

APC Sailboat Bend II Development, LLC

HEF-Dixie Court Development, LLC

[Click here to enter text.](#)

(2) For each Developer entity listed in question (1) above (that is not a natural person), provide, as **Attachment 4**, the required documentation demonstrating that the Developer is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline.

(3) General Development Experience (5 Points):

- (a) To be eligible for funding, for each experienced Developer entity, provide, as **Attachment 4**, the required prior experience chart for at least one (1) experienced natural person Principal of that entity.
- (b) To receive five (5) points, the Applicant must meet the Development Experience Withdrawal Disincentive criteria outlined in Section Four A.3.c.(3) of the RFA.

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

(1) Eligibility Requirement

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

(2) Point Item

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

e. General Management Company Information:

(1) Name of the Management Company:

Atlantic Pacific Community Management, LLC

(2) Provide, as **Attachment 5**, the required prior experience chart for the Management Company or a principal of the Management Company reflecting the required information.

4. General Proposed Development Information

a. Name of the proposed Development:

Sailboat Bend Apartments II

b. Development Category/Rental Assistance (RA) Level:

(1) Select the Development Category:

- New Construction
- Rehabilitation

- Acquisition and Rehabilitation
- Redevelopment
- Acquisition and Redevelopment

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

(3) Rental Assistance (RA) Level

If applicable, the Corporation will calculate the Rental Assistance (RA Level) based on the Development Category Qualification Letter provided as **Attachment 6** and using the criteria described in Section Four.

(4) Development Category Funding Preference

If the Applicant selected the Development Category of Rehabilitation, with or without Acquisition, does the proposed Development meet the definition of Preservation as defined in Rule Chapter 67-48.002(92), F.A.C.?

- Yes No

c. Select the Development Type

- Garden Apartments
- Townhouses
- Duplexes
- Quadraplexes
- Mid-Rise, 4-stories
- Mid-Rise, 5 to 6-stories
- High Rise

For purposes of the A/B Leveraging Classification calculation, if the Development Type of Mid-Rise, 5 – 6 stories is selected, are at least 90 percent of the total units in these Mid-Rise building(s)?

- Yes No

d. Concrete Construction Qualifications

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

- Yes No

5. Location of proposed Development:

a. County: Broward

b. Address of Development Site:

437 SW 4th Avenue, Fort Lauderdale, FL 33315

c. Does the proposed Development consist of Scattered Sites?

Yes No

d. Latitude and Longitude Coordinates:

(1) Development Location Point:

Latitude in decimal degrees, rounded to at least the sixth decimal place
26.117176

Longitude in decimal degrees, rounded to at least the sixth decimal place
-80.147563

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

[Click here to enter text.](#)

e. Proximity

(1) PHA or RD 515 Proximity Point Boost

(a) Does the proposed Development qualify for the PHA Proximity Point Boost?

Yes No

If "Yes", provide the required letter as **Attachment 7**.

(b) Does the proposed Development qualify for the RD 515 Proximity Point Boost?

Yes No

(2) Transit Services

Applicants may select Private Transportation or provide the location information and distance for one (1) of the remaining four (4) Transit Services on which to base the Application's Transit Score.

(a) Does the Applicant commit to provide Private Transportation?

Yes No N/A

(b) Other Transit Services:

Service	Latitude	Longitude	Distance (rounded up to the nearest hundredth of a mile) *
Public Bus Stop	Latitude Coordinates	Longitude Coordinates	<u>Distance</u>
Public Bus Transfer Stop	<u>26.122806</u>	<u>-80.145111</u>	<u>0.42</u>
Public Bus Rapid Transit Stop	<u>Latitude Coordinates</u>	<u>Longitude Coordinates</u>	<u>Distance</u>
SunRail Station, MetroRail Station, or TriRail Station	<u>Latitude Coordinates</u>	<u>Longitude Coordinates</u>	<u>Distance</u>

*Distance between the coordinates of the Development Location Point and the coordinates of the service. The method used to determine the latitude and longitude coordinates must conform to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C. All calculations shall be based on "WGS 84" and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no autonomous hand-held GPS units shall be used).

(3) Community Services

Service	Name and Address of Service	Latitude	Longitude	Distance (rounded up to the nearest hundredth of a mile):*
Grocery Store	Publix 601 S. Andrews Ave Fort Lauderdale, FL 33301	<u>26.114158</u>	<u>-80.143456</u>	<u>0.33</u>
Medical Facility	Broward Health Urgent Care 200 NW 7th Ave Fort Lauderdale, FL 33311	<u>26.124694</u>	<u>-80.150083</u>	<u>0.54</u>
Pharmacy	Publix 601 S. Andrews Ave Fort Lauderdale, FL 33301	<u>26.114158</u>	<u>-80.143456</u>	<u>0.33</u>
Public School	<u>Address of Service</u>	<u>Latitude coordinates</u>	<u>Longitude coordinates</u>	<u>Distance</u>

*Distance between the coordinates of the Development Location Point and the coordinates of the service. The method used to determine the latitude and longitude coordinates must conform to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C. All

calculations shall be based on "WGS 84" and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no autonomous hand-held GPS units shall be used).

f. Mandatory Distance Requirement

Does the propose Development meet the Mandatory Distance Requirement automatically?

Yes No

If "No", does the proposed Development and any Development(s) on the List have one or more of the same Financial Beneficiaries and meet at least one (1) of the following criteria: (i) they are contiguous or divided by a street, and/or (ii) they are divided by a prior phase of the proposed Development?

Yes No N/A

If "Yes", identify the specific Development(s) on the List to disregard:

[Click here to enter text.](#)

The Corporation will determine whether the Mandatory Distance Requirements are met using the criteria described in Section Four.

g. Racially and Ethnically Concentrated Areas of Poverty (RECAP)

Is any part of the proposed Development located in a RECAP designated area?

Yes No

6. Units

a. Total number of units in the proposed Development: 110

b. Select the applicable item below:

(1) Proposed Development consists of 100% rehabilitation units

(2) Proposed Development consists of 100% new construction units

(3) Proposed Development consists of a combination of new construction units and rehabilitation units. State the quantity of each type:

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

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

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

- (1) Existing units are currently occupied
- (2) Existing units are not currently occupied
- (3) There are no existing units

d. Set-Aside Commitments

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

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

(2) Total Set-Aside Breakdown Chart

Note: If the calculation of the total set-aside units based on the Total Set-Aside Percentage results in less than a whole unit, the Total Set-Aside Breakdown Chart will automatically round to a whole unit.

Total Number of Units	110	
Total Set-Aside Breakdown Chart		# of Units & Type*
Percentage of Residential Units	AMI Level	
0%	At or Below 25%	0 SAU
10%	At or Below 28%	11 SAU
0%	At or Below 30%	0 SAU
0%	At or Below 33%	0 SAU
0%	At or Below 35%	0 SAU
0%	At or Below 40%	0 SAU
0%	At or Below 45%	0 SAU
0%	At or Below 50%	0 SAU
81%	At or Below 60%	90 SAU
9%	Market-Rate Units	9 MRU
91%	Total Set-Aside Percentage	

e. Unit Mix Chart

Number of Bedrooms per Unit	Number of Baths per Unit	Number of Units per Bedroom Type	Number of Units that are ELI Set-Aside Units
<u>1</u>	<u>1</u>	<u>100</u>	<u>11</u>
<u>2</u>	<u>2</u>	<u>10</u>	<u>0</u>
Enter Number	Enter Number	Enter Number	Enter Number
Enter Number	Enter Number	Enter Number	Enter Number
Enter Number	Enter Number	Enter Number	Enter Number
Enter Number	Enter Number	Enter Number	Enter Number

7. Readiness to Proceed

a. Site Control

Provide the required documentation to demonstrate site control as **Attachment 8**.

b. Ability to Proceed documents

- (1) Provide the required documentation to demonstrate the status of site plan or plat approval as **Attachment 9**.
- (2) Provide the required documentation to demonstrate zoning as **Attachment 10**.
- (3) Provide the required documentation to demonstrate availability of electricity as **Attachment 11**
- (4) Provide the required documentation to demonstrate availability of water as **Attachment 12**.
- (5) Provide the required documentation to demonstrate availability of sewer as **Attachment 13**.
- (6) Provide the required documentation to demonstrate availability of roads as **Attachment 14**.

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) Applicants of proposed Developments with the Development Category of New Construction or Redevelopment, with or without Acquisition, must commit to

achieve one of the following Green Building Certification programs described in Section Four.

- (2) Proposed Developments with the Development Category Rehabilitation or Preservation, with or without Acquisition, must select enough of the following Green Building Features so that the total point value of the features selected equals at least 10, in addition to committing to the required Construction Features listed in Section Four.

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

a. Applicants that select the Family Demographic must commit to provide at least three (3) of the following resident programs:

- After School Program for Children
- Literacy Training
- Employment Assistance Program
- Family Support Coordinator
- Financial Management Program
- Homeownership Opportunity Program

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 (3) of the following resident programs, in addition to the required resident programs stated in Section Four:
 - Literacy Training
 - Computer Training
 - Daily Activities
 - Assistance with Light Housekeeping, Grocery Shopping and/or Laundry
 - Resident Assurance Check-In Program

10. Local Government Support

Applicants may only qualify for points under a. or b. below.

a. Local Government Contributions (5 points)

If the Applicant selected the Development Category of Rehabilitation, with or without Acquisition, the Application will automatically receive maximum points.

If the Applicant selected the Development Category of New Construction or Redevelopment, with or without Acquisition (i.e., the Application is not eligible for automatic points), has a Local Government committed to provide a contribution to the proposed Development?

Yes No

If "Yes", in order to be considered for points for this section of the RFA, the Applicant must provide the applicable Local Government Verification of Contribution form(s) as **Attachment 15** as outlined in Section Four, 10. of the RFA.

b. Local Government Areas of Opportunity Funding (10 points)

If the proposed Development has received a commitment for funding that qualifies for Local Government Areas of Opportunity Funding points, has the Applicant provided Local Government Verification of Contribution form(s) for cash grants and/or cash loans wherein the total of the face amounts of these cash contributions is equal to or greater than the minimum qualifying amounts for the proposed Development's Building Type as listed on the table in Section Four A.10.b. of the RFA?

Yes No

11. Funding:

a. Corporation Funding:

- (1) Eligible Housing Credit Request Amount (annual amount): \$ 2561000
- (2) The Maximum Housing Credit Request Chart is provided in Section Four A.11. of the RFA.
- (3) Is the proposed Development the first phase of a multiphase Development?

Yes No

(4) Basis Boost Qualifications:

- (a) Is the proposed Development a subsequent phase of a multiphase Development and eligible for the basis boost?

Yes No

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

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

Yes No

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

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

(c) Is the proposed Development located in a QCT?

Yes No

If "Yes", indicate the QCT Number: [Click here to enter text](#) and provide the required letter from the local planning office or census bureau as **Attachment 16**.

(d) Are any buildings in the proposed Development located in a Geographic Areas of Opportunity?

Yes No

If "Yes", the Applicant must enter the Geographic Areas of Opportunity Census Tract Number(s): 426.00

(The Applicant should separate multiple Geographic Areas of Opportunity Census Tract Numbers by a comma.)

(e) Developments that qualify for Local Government Areas of Opportunity Funding points are eligible for the basis boost.

(6) The HC equity proposal must be provided as **Attachment 17**.

b. Other Corporation Funding:

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

Corporation File #	Amount of Funding
Click here to enter text	\$ Click here to enter text

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

Corporation Program	Corporation File No.	Amount of Funding
SAIL	Enter file No.	\$ Enter file No.
HOME-Rental	Enter file No.	\$ Enter file No.
MMRB	Enter file No.	\$ Enter file No.
EHCL	Enter file No.	\$ Enter file No.

c. 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 18** to Exhibit A.

RD 515 RD 538

(2) Other Non-Corporation Funding Proposals:

The Applicant must attach all funding proposals executed by the lender(s) or by any other source. Insert the documentation for each source as a separate attachment to Exhibit A, beginning with **Attachment 19**, and continuing with sequentially numbered attachments for each additional funding source.

d. Development Cost Pro Forma:

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

e. Per Unit Construction Funding Preference:

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

Yes No

B. Addenda

The Applicant may 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.](#)

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- NOTES:
- (1) Developer fee may not exceed the limits established in Rule Chapter 67-48, F.A.C., or this RFA Any portion of the fee that has been deferred must be included in Total Development Cost.
 - (2) Because Housing Credit equity proceeds are being used as a source of financing, complete Columns 1 and 2. The various FHFC Program fees should be estimated and included in column 2 for at least the Housing Credit Program.
 - (3) General Contractor's fee is limited to 14% of actual construction cost (for Application purposes, this is represented by A1.1. Column 3), rounded down to nearest dollar. The General Contractor's fee must be disclosed. The General Contractor's fee includes General Conditions, Overhead, and Profit.
 - (4) For Application purposes, the maximum hard cost contingency allowed cannot exceed 5% of the amount provided in column 3 for A1.3. TOTAL ACTUAL CONSTRUCTION COSTS for Developments where 50 percent or more of the units are new construction. Otherwise the maximum is 15%. The maximum soft cost contingency allowed cannot exceed 5% of the amount provided in column 3 for A2.1 TOTAL GENERAL DEVELOPMENT COST. Limitations on these contingency line items post-Application are provided in Rule Chapter 67-48, F.A.C.
 - (5) Operating Deficit Reserves (ODR) of any kind are not to be included in C. DEVELOPMENT COST and cannot be used in determining the maximum Developer fee. In addition, an ODR is not permitted in this Application at all. If one has been included, it will be removed by the scorer, reducing total costs. However, one may be included during the credit underwriting process where it will be sized. The final cost certification may include an ODR, but it cannot exceed the amount sized during credit underwriting.
 - (6) Although the Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, Construction or Rehab Analysis and Permanent Analysis are subject to change during credit underwriting, such costs are subject to the Total Development Cost Per Unit Limitation as provided in the RFA, as well as the other cost limitations provided in Rule Chapter 67-48, F.A.C., as applicable.

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

What was the Development Category of the Proposed Development:
Indicate the number of total units in the proposed Development:

New Construction (w/ or w/o Acquisition)
110 Units

	1 HC ELIGIBLE COSTS	2 HC INELIGIBLE COSTS	3 TOTAL COSTS
DEVELOPMENT COSTS			
<i>Actual Construction Costs</i>			
Accessory Buildings			
Demolition			
New Rental Units	19,343,850.28	394,980.05	19,738,830.33
*Off-Site Work (explain in detail)			
Recreational Amenities	318,500.00	6,500.00	325,000.00
Rehab of Existing Common Areas			
Rehab of Existing Rental Units			
Site Work			
*Other (explain in detail)			
A1.1. Actual Construction Cost	\$ 19,662,350.28	\$ 401,480.05	\$ 20,063,830.33
A1.2. General Contractor Fee <small>See Note (3)</small> (Max. 14% of A1.1., column 3)	\$ 2,775,032.66	\$	\$ 2,775,032.66
A1.3. TOTAL ACTUAL CONSTRUCTION COSTS	\$ 22,437,382.94	\$ 401,480.05	\$ 22,838,862.99
A1.4. HARD COST CONTINGENCY <small>See Note (4)</small>	\$ 1,125,795.15	\$	\$ 1,125,795.15

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	1 HC ELIGIBLE COSTS	2 HC INELIGIBLE COSTS	3 TOTAL COSTS
<i>General Development Costs</i>			
Accounting Fees	40,000.00		40,000.00
Appraisal	7,500.00		7,500.00
Architect's Fee - Site/Building Design	550,000.00		550,000.00
Architect's Fee - Supervision	100,000.00		100,000.00
Builder's Risk Insurance	225,138.63		225,138.63
Building Permit	500,000.00		500,000.00
Brokerage Fees - Land/Buildings			
Capital Needs Assessment			
Engineering Fees			
Environmental Report	30,000.00		30,000.00
FHFC Administrative Fee <small>See Note (2)</small>		140,855.00	140,855.00
FHFC Application Fee <small>See Note (2)</small>		3,000.00	3,000.00
FHFC Compliance Fee <small>See Note (2)</small>		196,806.00	196,806.00
FHFC Credit Underwriting Fees <small>See Note (2)</small>		13,428.00	13,428.00
Green Building Certification/ HERS Inspection Costs			
*Impact Fees (list in detail)	273,614.00		273,614.00
Inspection Fees	150,000.00		150,000.00
Insurance	50,000.00		50,000.00
Legal Fees	63,750.00	411,250.00	475,000.00
Market Study	7,000.00		7,000.00
Marketing/Advertising		75,000.00	75,000.00
Property Taxes		129,688.19	129,688.19
Soil Test Report	15,000.00		15,000.00
Survey	50,000.00		50,000.00
Title Insurance & Recording Fees	56,462.14	169,386.41	225,848.55
Utility Connection Fee	137,390.00		137,390.00
*Other (explain in detail)			
A2.1. TOTAL GENERAL DEVELOPMENT COST	\$ 2,255,854.77	\$ 1,139,413.60	\$ 3,395,268.37
A2.2. SOFT COST CONTINGENCY <small>See Note (4)</small>	\$ 167,052.88		\$ 167,052.88

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	1 HC ELIGIBLE COSTS	2 HC INELIGIBLE COSTS	3 TOTAL COSTS
<i>Financial Costs</i>			
Construction Loan Origination/ Commitment Fee(s)	200,000.00		200,000.00
Construction Loan Credit Enhancement Fee(s)			
Construction Loan Interest	710,806.08	710,806.08	1,421,612.16
Non-Permanent Loan(s) Closing Costs	40,000.00		40,000.00
Permanent Loan Origination/ Commitment Fee(s)		45,321.31	45,321.31
Permanent Loan Credit Enhancement Fee(s)			
Permanent Loan Closing Costs		13,596.39	13,596.39
Bridge Loan Origination/ Commitment Fee(s)			
Bridge Loan Interest			
*Other (explain in detail)			
A3. TOTAL FINANCIAL COSTS	\$ 950,806.08	\$ 769,723.78	\$ 1,720,529.86
<i>ACQUISITION COST OF EXISTING DEVELOPMENT (excluding land)</i>			
Existing Building(s)			
*Other (explain in detail)			
B. TOTAL ACQUISITION COSTS OF EXISTING DEVELOPMENT (excluding land)	\$	\$	\$
C. DEVELOPMENT COST (A1.3+A1.4+A2.1+A2.2+A3+B)	\$ 26,936,891.82	\$ 2,310,617.43	\$ 29,247,509.25
<i>Developer Fee See Note (1)</i>			
Developer Fee on Acquisition Costs			
Developer Fee on Non-Acquisition Costs	4,637,151.23		4,637,151.23
Additional 5% Developer Fee for Homeless/ Persons with a Disabling Condition Demographic			
D. TOTAL DEVELOPER FEE	\$ 4,637,151.23	\$	\$ 4,637,151.23
E. OPERATING DEFICIT RESERVES See Note (5)	\$	\$	\$
F. TOTAL LAND COST	\$	\$ 2,200,000.00	\$ 2,200,000.00
G. TOTAL DEVELOPMENT COST See Note (6) (C+D+E+F)	\$ 31,574,043.05	\$ 4,510,617.43	\$ 36,084,660.48

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Detail/Explanation Sheet

Totals must agree with Pro Forma. Provide component descriptions and amounts for each item that has been completed on the Pro Forma that requires a detailed list or explanation.

DEVELOPMENT COSTS

Actual Construction Cost

(as listed at Item A1.)

Off-Site Work:

Other:

General Development Costs

(as listed at Item A2.)

Impact Fees:

Other:

Financial Costs

(as listed at Item A3.)

Other:

Acquisition Cost of Existing Developments

(as listed at Item B2.)

Other:

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

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CONSTRUCTION/REHAB ANALYSIS

	AMOUNT	LOCATION OF DOCUMENTATION
A. Total Development Costs	\$ <u>36,084,660.48</u>	
B. Construction Funding Sources:		
1. HC Equity Proceeds Paid Prior to Completion of Construction which is Prior to Receipt of Final Certificate of Occupancy or in the case of Rehabilitation, prior to placed-in service date as determined by the Applicant.	\$ <u>16,730,176.00</u>	Attachment <u>17</u>
2. HC Equity Bridge Loan	\$ _____	Attachment _____
3. First Mortgage Financing	\$ <u>20,000,000.00</u>	Attachment <u>19</u>
4. Second Mortgage Financing	\$ <u>4,300,000.00</u>	Attachment <u>20</u>
5. Third Mortgage Financing	\$ _____	Attachment _____
6. Grants	\$ _____	Attachment _____
7. USDA RD Financing:		
a. RD 515	\$ _____	Attachment _____
b. RD 538	\$ _____	Attachment _____
8. Other: <u>Local Contribution- Ft Lauderdale</u>	\$ <u>783,250.00</u>	Attachment <u>15</u>
9. Other: <u>Local Contribution- Broward County</u>	\$ <u>124,000.00</u>	Attachment <u>15</u>
10. Deferred Developer Fee	\$ <u>2,000,000.00</u>	
11. Total Construction Sources	\$ <u>43,937,426.00</u>	
C. Construction Funding Surplus		
(B.11. Total Construction Sources, less A. Total Development Costs):	\$ <u>7,852,765.52</u>	(A negative number here represents a funding shortfall.)

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

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PERMANENT ANALYSIS

	AMOUNT	LOCATION OF DOCUMENTATION
A. Total Development Costs	\$ <u>36,084,660.48</u>	
B. Permanent Funding Sources:		
1. HC Syndication/HC Equity Proceeds	\$ <u>25,095,290.00</u>	Attachment <u>17</u>
2. First Mortgage Financing	\$ <u>4,532,131.00</u>	Attachment <u>19</u>
3. Second Mortgage Financing	\$ <u>4,300,000.00</u>	Attachment <u>20</u>
4. Third Mortgage Financing	\$ _____	Attachment _____
5. Grants	\$ _____	Attachment _____
6. USDA RD Financing:		
a. RD 515	\$ _____	Attachment _____
b. RD 538	\$ _____	Attachment _____
7. Other: <u>Local Contribution- Ft Lauderdale</u>	\$ <u>783,250.00</u>	Attachment <u>15</u>
8. Other: <u>Local Contribution- Broward County</u>	\$ <u>124,000.00</u>	Attachment <u>15</u>
9. Deferred Developer Fee	\$ <u>1,250,759.00</u>	
10. Total Permanent Funding Sources	\$ <u>36,085,430.00</u>	
C. Permanent Funding Surplus		
(B.10. Total Permanent Funding Sources, less A. Total Development Costs):	\$ <u>769.52</u>	(A negative number here represents a funding shortfall.)

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

RFA 2017-113 DEVELOPMENT COST PRO FORMA

(Page 7 of 7)

The intent of this page is to assist the Applicant in determining a TDC PU Limitation for the proposed Development and comparing it to the appropriate RFA's TDC PU Limitation. The accuracy of the comparison is dependent upon the accuracy of the inputs. FHFC will not use this page to score TDC PU Limitation criteria. If FHFC makes any adjustments to the Applicant's data or assumptions, FHFC's TDC PU for Limitation purposes of the proposed Development or the TDC PU Limitation determined by FHFC may be different than the amounts provided below. Please read the RFA for qualifying responses and definition of terms. Applicant is responsible to verify and be in compliance with all aspects of the Application to meet RFA criteria.

TDC PU LIMITATION ANALYSIS

South Florida, New Construction, High-Rise, Concrete.

In which county is the proposed Development to be located? Broward

What is the proposed Development's Development Type? High-Rise

Does the proposed Development qualify as concrete construction? Yes

The TDC PU Base Limitation for the above defined Development is..... \$313,300

Does the proposed Development qualify for any of the following TDC PU Add-Ons or Multipliers? Choose all that apply.

- 1. (a) PHA is a Principal Add-On..... Yes (Select either option or no option)
- (b) Requesting HOME from FHFC Add-On.....
- 2. Tax-Exempt Bond Add-On..... (Select if applicable)
- 3. (a) North Florida Keys Area Multiplier..... (Select either option or no option)
- (b) South Florida Keys Area Multiplier.....
- 4. (a) Persons with Special Needs Multiplier.....
- (b) Persons with a Disabling Condition Multiplier..... (Select one or no option, as applicable)
- (c) Homeless Demographic Multiplier.....
- 5. Elderly ALF Multiplier..... No (Select if applicable)

The final overall TDC PU Limitation for the above defined Development is... \$318,300.00

Derivation of the TDC PU of the proposed Development for Limitation purposes:

Total Development Costs (Line G., column 3) \$36,084,660.48

Less Land Costs (Line F., column 3) \$2,200,000.00

Less Operating Deficit Reserves (Line E., column 3) \$0.00

TDC of the proposed Development for Limitation Purposes: \$33,884,660.48

TDC PU of the proposed Development for Limitation Purposes: \$308,042.37

Is the proposed Development's TDC PU for Limitation purposes equal to or less than the TDC PU Limitation provided in the RFA?..... Yes

Principal Disclosures for Applicant

APPROVED for HOUSING CREDIT APPLICATION
FHFC Advance Review 12.19.17

Select the organizational structure for the Applicant entity:

The Applicant is a: Limited Partnership

Provide the name of the Applicant Limited Partnership:

Sailboat Bend II, Ltd.

First Principal Disclosure Level:

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for the Applicant](#)

First Level Entity #	Select Type of Principal of Applicant	Enter Name of First Level Principal	Select organizational structure of First Level Principal identified
1.	General Partner	APC Sailboat Bend II, LLC	Limited Liability Company
2.	General Partner	HEF-Sailboat Bend II, Inc.	For-Profit Corporation
3.	Investor LP	Howard D. Cohen Revocable Trust	Trust

Second Principal Disclosure Level:

Sailboat Bend II, Ltd.

[Click here for Assistance with Completing the Entries for the Second Level Principal Disclosure for the Applicant](#)

Select the corresponding First Level Principal Entity # from above for which the Second Level Principal is being identified

Second Level Entity #	Select the type of Principal being associated with the corresponding First Level Principal Entity	Enter Name of Second Level Principal	Select organizational structure of Second Level Principal identified
1. (APC Sailboat Bend II, LLC)	1.A. Managing Member	APCHD MM II Inc.	For-Profit Corporation
1. (APC Sailboat Bend II, LLC)	1.B. Member	Howard D. Cohen Revocable Trust	Trust
2. (HEF-Sailboat Bend II, Inc.)	2.A. Shareholder	Housing Enterprises of Fort Lauderdale, Florida, Inc.	Non-Profit Corporation
2. (HEF-Sailboat Bend II, Inc.)	2.B. Executive Director	Tranakas, Nicholas, M.D.	Natural Person
2. (HEF-Sailboat Bend II, Inc.)	2.C. Director	Tranakas, Nicholas, M.D.	Natural Person
2. (HEF-Sailboat Bend II, Inc.)	2.D. Officer	English, Tam A.	Natural Person
2. (HEF-Sailboat Bend II, Inc.)	2.E. Director	English, Tam A.	Natural Person
2. (HEF-Sailboat Bend II, Inc.)	2.F. Director	Jackson, Liz	Natural Person
2. (HEF-Sailboat Bend II, Inc.)	2.G. Director	Hernandez, Ana	Natural Person
2. (HEF-Sailboat Bend II, Inc.)	2.H. Director	Curnin, Thomas	Natural Person

Third Principal Disclosure Level:

Sailboat Bend II, Ltd.

[Click here for Assistance with Completing the Entries for the Third Level Principal Disclosure for the Applicant](#)

Select the corresponding Second Level Principal Entity # from above for which the Third Level Principal is being identified	Select the type of Principal being associated with the corresponding Second Level Principal Entity	Enter Name of Third Level Principal who must be a Natural Person	The organizational structure of Third Level Principal identified Must Be a Natural Person
1.A. (APCHD MM II Inc.)	Shareholder	Cohen, Howard D.	Natural Person
1.A. (APCHD MM II Inc.)	Executive Director	Cohen, Howard D.	Natural Person
1.A. (APCHD MM II Inc.)	Executive Director	Weisburd, Randy K.	Natural Person
1.A. (APCHD MM II Inc.)	Officer	Cohen, Kenneth J.	Natural Person
1.A. (APCHD MM II Inc.)	Officer	Cohen, Stanley D.	Natural Person
1.A. (APCHD MM II Inc.)	Officer	Naylor, Kenneth	Natural Person
1.B. (Howard D. Cohen Revocable Trust)	Trustee	Cohen, Howard D.	Natural Person
1.B. (Howard D. Cohen Revocable Trust)	Beneficiary	Cohen, Howard D.	Natural Person
2.A. (Housing Enterprises of Fort Lauderdale, Florid	Executive Director	Tranakas, Nicholas, M.D.	Natural Person
2.A. (Housing Enterprises of Fort Lauderdale, Florid	Director	Tranakas, Nicholas, M.D.	Natural Person
2.A. (Housing Enterprises of Fort Lauderdale, Florid	Officer	English, Tam A.	Natural Person
2.A. (Housing Enterprises of Fort Lauderdale, Florid	Director	English, Tam A.	Natural Person
2.A. (Housing Enterprises of Fort Lauderdale, Florid	Director	Jackson, Liz	Natural Person
2.A. (Housing Enterprises of Fort Lauderdale, Florid	Director	Hernandez, Ana	Natural Person
2.A. (Housing Enterprises of Fort Lauderdale, Florid	Director	Curnin, Thomas	Natural Person

Principal Disclosures for the two Developers

APPROVED for HOUSING CREDIT APPLICATION
 FHFC Advance Review 12.19.17

How many Developers are part of this Application structure? (Please complete the Principal Disclosures for each of the two Co-Developers below.)

2

Select the organizational structure for the first Co-Developer entity:

The first Co-Developer is a: Limited Liability Company

Provide the name of the Developer Limited Liability Company:

APC Sailboat Bend II Development, LLC

First Principal Disclosure Level:

APC Sailboat Bend II Development, LLC

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for a Developer](#)

First Level Entity #	Select Type of Principal of Developer	Enter Name of First Level Principal	Select organizational structure of First Level Principal identified
1.	Member	<u>Atlantic Pacific Communities, LLC</u>	<u>Limited Liability Company</u>
2.	Manager	<u>Cohen, Howard D.</u>	<u>Natural Person</u>

Second Principal Disclosure Level:

APC Sailboat Bend II Development, LLC

[Click here for Assistance with Completing the Entries for the Second Level Principal Disclosure for a Developer](#)

Select the corresponding First Level Principal Entity # from above for which the Second Level Principal is being identified

Select the type of Principal being associated with the corresponding First Level Principal Entity

Select organizational structure of Second Level Principal identified

Second Level Entity #	Select the type of Principal being associated with the corresponding First Level Principal Entity	Enter Name of Second Level Principal	Select organizational structure of Second Level Principal identified
1. (Atlantic Pacific Communities, LL)	1.A. <u>Manager</u>	<u>Appreciation Holdings-Manager, LLC</u>	<u>Limited Liability Company</u>
1. (Atlantic Pacific Communities, LL)	1.B. <u>Member</u>	<u>Howard D. Cohen Revocable Trust</u>	<u>Trust</u>
1. (Atlantic Pacific Communities, LL)	1.C. <u>Member</u>	<u>Kenneth J. Cohen Revocable Trust</u>	<u>Trust</u>
1. (Atlantic Pacific Communities, LL)	1.D. <u>Member</u>	<u>Stanley D. Cohen Revocable Living Trust</u>	<u>Trust</u>
1. (Atlantic Pacific Communities, LL)	1.E. <u>Member</u>	<u>Weisburd, Randy K.</u>	<u>Natural Person</u>

Principal Disclosures for the two Developers

APPROVED for HOUSING CREDIT APPLICATION
FHFC Advance Review 12.19.17

Select the organizational structure for the second Co-Developer entity:

The second Co-Developer is a: Limited Liability Company

Provide the name of the Developer Limited Liability Company:

HEF-Dixie Court Development, LLC

First Principal Disclosure Level:

HEF-Dixie Court Development, LLC

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for a Developer](#)

First Level Entity #	Select Type of Principal of Developer	Enter Name of First Level Principal	Select organizational structure of First Level Principal identified
1.	Sole Member	Housing Enterprises of Fort Lauderdale, Florida, Inc.	Non-Profit Corporation
2.	Manager	Tranakas, Nicholas, M.D.	Natural Person
3.	Manager	English, Tam A.	Natural Person
4.	Manager	Jackson, Liz	Natural Person
5.	Manager	Hernandez, Ana	Natural Person
6.	Manager	Curnin, Thomas	Natural Person

Second Principal Disclosure Level:

HEF-Dixie Court Development, LLC

[Click here for Assistance with Completing the Entries for the Second Level Principal Disclosure for a Developer](#)

Select the corresponding First Level Principal Entity # from above for which the Second Level Principal is being	Second Level Entity #	Select the type of Principal being associated with the corresponding First Level Principal Entity	Enter Name of Second Level Principal	Select organizational structure of Second Level Principal identified
1. (Housing Enterprises of Fort Lauc	1.A.	Officer	Tranakas, Nicholas, M.D.	Natural Person
1. (Housing Enterprises of Fort Lauc	1.B.	Officer	English, Tam A.	Natural Person
1. (Housing Enterprises of Fort Lauc	1.C.	Director	Jackson, Liz	Natural Person
1. (Housing Enterprises of Fort Lauc	1.D.	Director	Hernandez, Ana	Natural Person
1. (Housing Enterprises of Fort Lauc	1.E.	Director	Curnin, Thomas	Natural Person
1. (Housing Enterprises of Fort Lauc	1.F.	Director	Tranakas, Nicholas, M.D.	Natural Person
1. (Housing Enterprises of Fort Lauc	1.G.	Director	English, Tam A.	Natural Person

EXHIBIT

I



**Sailboat Bend Apartments
II
Broward County**

**REQUEST FOR APPLICATIONS
2017-113**

Housing Credit Financing for Affordable Housing
Developments Located in Broward, Duval, Hillsborough,
Orange, Palm Beach, and Pinellas Counties

COPY

SUBMITTED TO:
Director of Multifamily Allocations
Florida Housing Finance Corporation
227 N. Bronough Street, Suite 5000,
Tallahassee, FL 32301

December 28, 2017

Attachment

1

Applicant Certification and Acknowledgement Form

1. The Applicant and all Financial Beneficiaries have read all applicable Corporation rules governing this RFA and have read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in Rule Chapter 67-48, F.A.C. The Applicant and all Financial Beneficiaries have read, understand and will comply with Section 42 of the Internal Revenue Code, as amended, and all related federal regulations.
2. The Applicant has reviewed subsection 67-48.023(1), F.A.C., and certifies to its eligibility to apply for the funding offered in this RFA.
3. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation.
4. The Applicant acknowledges and certifies that it will abide by all commitments, requirements, and due dates outlined in the RFA, inclusive of all exhibits. Failure to provide the required information by any stated deadlines may result in the withdrawal of the invitation to enter credit underwriting, unless an extension is approved by the Corporation.
5. By submitting the Application, the Applicant acknowledges and certifies that the proposed Development will meet all state building codes, including the 2012 Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S., the Fair Housing Act as implemented by 24 CFR Part 100, including the Affirmative Fair Housing Marketing Plan; Violence Against Women Act Reauthorization Act of 2013; Section 504 of the Rehabilitation Act of 1973 as outlined in Section Four, A.8. of the RFA; and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules.
6. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in this Application that may be conducted by the Corporation, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation staff.
7. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the Corporation. The Applicant commits that no qualified residents will be refused occupancy because they have Section 8 vouchers or certificates. The Applicant further commits to actively seek tenants from public housing waiting lists and tenants who are participating in and/or have successfully completed the training provided by welfare to work or self-sufficiency type programs.

8. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development Team's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Development Team (which consists of Developer, Management Company, General Contractor, Architect, Attorney, and Accountant) will be reviewed during credit underwriting. The Credit Underwriter may require additional information from any member of the Development Team including, without limitation, documentation on other past projects and financials. Development Teams with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter.
9. The Applicant's commitments will be included in an Extended Use Agreement for the Housing Credits, and must be maintained in order for the Development to remain in compliance, unless the Board approves a change.
10. The Applicant certifies that there are no agreements, other than the letter of intent provided with this Application or the Limited Partnership Agreement, between the Applicant and the Housing Credit Syndicator/equity provider.
11. The Applicant certifies that the complete Limited Partnership Agreement, including any amendments thereto, will be divulged to the Corporation and the credit underwriter.
12. The Applicant understands and agrees that it will ensure that (i) none of the General Contractor duties to manage and control the construction of the Development are subcontracted; (ii) none of the construction or inspection work that is normally performed by subcontractors is performed by the General Contractor; (iii) no construction cost is subcontracted to any entity that has common ownership or is an Affiliate of the General Contractor or the Developer, as further described in subsection 67-48.0072(17); and (iv) a provision is provided in the contract with General Contractor that it will comply with subsection 67-48.0072(17).
13. The Applicant, the Developer and all Principals are in good standing among all other state agencies and have not been prohibited from applying for funding.
14. 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.
15. During the credit underwriting process, the Applicant must demonstrate that the Development meets the requirements of this RFA and Section 42 of the IRC.
16. 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.

17. 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.
18. The undersigned is authorized to bind the Applicant entity to this certification and warranty of truthfulness and completeness of the Application.

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



Signature of Authorized Principal Representative

Kenneth Naylor

Name (typed or printed)

VP of APCHD MM II, Inc, the mgr of the managing GP

Title (typed or printed)

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

Attachment

2

State of Florida

Department of State

I certify from the records of this office that SAILBOAT BEND II, LTD. is a limited partnership organized under the laws of the State of Florida, filed on May 25, 2017.

The document number of this limited partnership is A17000000246.

I further certify that said limited partnership has paid all fees due this office through December 31, 2017 and that its status is active.

I further certify that said limited partnership has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of November, 2017*



Ken DeJoy
Secretary of State

Tracking Number: CU3175315810

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Attachment

3

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
401 W. PEACHTREE ST. NW
ATLANTA, GA 30365

DEPARTMENT OF THE TREASURY

Date: APR 17 1995

HOUSING ENTERPRISES OF FORT
LAUDERDALE, FLORIDA, INC.
121 N.W. 6TH AVENUE
FT. LAUDERDALE, FL 33311

Employer Identification Number:
59-2303299
Case Number:
585008008
Contact Person:
DENNIS PHILLIPS
Contact Telephone Number:
(404) 331-0172
Accounting Period Ending:
December 31
Foundation Status Classification:
509(a)(2)
Advance Ruling Period Begins:
March 23, 1995
Advance Ruling Period Ends:
December 31, 1999
Addendum Applies:
Yes

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in section 509(a)(2).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

Letter 1045 (DD/CG)

HOUSING ENTERPRISES OF FORT

will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor has responsibility for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

Contributions to you are deductible by donors beginning March 23, 1995.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If you are required to file a return you must file it by the 15th day of

HOUSING ENTERPRISES OF FORT

the fifth month after the end of your annual accounting period. We charge a penalty of \$10 a day when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty we charge cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. We may also charge this penalty if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are spent only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence that the funds will remain dedicated to the required purposes and that the recipient will use the funds for those purposes.

If you distribute funds to individuals, you should keep case histories showing the recipients' names, addresses, purposes of awards, manner of selection, and relationship (if any) to members, officers, trustees or donors of funds to you, so that you can substantiate upon request by the Internal Revenue Service any and all distributions you made to individuals. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

You indicate that you will not finance your activities with tax-exempt bonds or certificates of participation. Therefore, this determination letter is based on the understanding that you will not raise funds through such financing. If in the future you wish to raise funds by either of these methods, you should request a ruling from the Internal Revenue Service, 1111 Constitution Avenue, N.W., Washington, D.C. 20224, Attn: CP:E:EO:R, according to Revenue Procedure 90-4, 1990-2 I.R.B. 10.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

HOUSING ENTERPRISES OF FORT

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Nelson A. Brooke

Nelson A. Brooke
District Director

Enclosure(s):
Addendum
Form 872-C.

HOUSING ENTERPRISES OF FORT

Since you did not submit your application, Form 1023, within 15 months of the date you were created/formed as required by section 508(a) of the Code, you do not meet any of the exceptions to section 508(a), and you have agreed to prospective exemption; your exempt status is effective March 23, 1995, the date your application was submitted.

You have been recognized exempt under section 501(c)(4) for the period prior to the effective date of this letter.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, and supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$10 per day for each day there is failure to comply (up to a maximum of \$5,000 in the case of an annual return). See Internal Revenue Service Notice 88-120, 1988-2 C.B. 454, for additional information.

If your organization conducts fund-raising events such as benefit dinners, auctions, membership drives, etc., where something of value is received in return for contributions, you can help your donors avoid difficulties with their income tax returns by assisting them in determining the proper tax treatment of their contributions. To do this you should, in advance of the event, determine the fair market value of the benefit received and state it in your fund-raising materials such as solicitations, tickets, and receipts in such a way that your donors can determine how much is deductible and how much is not. To assist you in this, the Service has issued Publication 1391, Deductibility of Payments Made to Charities Conducting Fund-Raising Events. You may obtain copies of Publication 1391 from your local IRS Office. Guidelines for deductible amounts are also set forth in Revenue Ruling 67-246, 1967-2 C.B. 104 and Revenue Procedure 90-12, 1990-1 C.B. 471 and Revenue Procedure 92-49, 1992-26 I.R.B. 18.

ROLE OF THE NON-PROFIT ENTITY

HEF-Sailboat Bend II, Inc. is wholly owned by Housing Enterprises of Fort Lauderdale, Florida, Inc., a non-profit entity under Rule Chapter 67-48.002(83) and Rule Chapter 67-48.0075(2). It is the co-general partner of the Applicant. In this capacity, HEF-Sailboat Bend II, Inc. will substantially and materially participate in the oversight and management of the property once development is complete, and accordingly will receive a proportional distribution of annual net profits. HEF-Dixie Court Development, LLC is a co-developer for the project and will be involved in the management of the design, entitlements, construction and leasing. The co-developers have agreed that a division of Developer Fee of 75% to APC Sailboat Bend II Development, LLC and 25% to HEF-Dixie Court Development, LLC is a mutually agreeable division of such fees based upon the development responsibilities of both parties.

Housing Enterprises of Fort Lauderdale, Florida, Inc.

437 SW 4th Avenue
Fort Lauderdale, FL 33315

Board of Directors

Nicholas Tranakas, M.D
c/o 437 SW 4th Avenue
Fort Lauderdale, FL 33315

Tam A. English
437 SW 4th Ave
Fort Lauderdale, FL 33315

Liz Jackson
c/o 437 SW 4th Avenue
Fort Lauderdale, FL 33315

Ana Hernandez
c/o 437 SW 4th Avenue
Fort Lauderdale, FL 33315

Thomas Curnin
c/o 437 SW 4th Avenue
Fort Lauderdale, FL 33315

Officers

Nicholas Tranakas, M.D., President

Tam A. English, Vice President, Secretary & Treasurer

ARTICLES OF INCORPORATION
OF
HOUSING ENTERPRISES OF FORT LAUDERDALE, FLORIDA, INC.

FILED

MAR 15 11 31 AM '83

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, acting as incorporator of a corporation not-for-profit under the applicable Florida Statutes, hereby adopts the following Articles of Incorporation for such Corporation:

ARTICLE I

NAME

The name of the Corporation shall be HOUSING ENTERPRISES OF FORT LAUDERDALE, FLORIDA, INC.

ARTICLE II

PURPOSE

The purpose of the Corporation is to operate exclusively as an instrumentality, and to further the purposes of, the Housing Authority of the City of Fort Lauderdale, Florida, and to further the mandates of the State of Florida's Housing Authority's Law, contained in Chapter 421 of the Florida Statutes.

ARTICLE III

POWERS

The Corporation shall have the power to acquire, own, maintain and use its assets for the purposes for which it is organized; to raise funds by any legal means for the encouragement of its purposes; to acquire, hold, own, use, and dispose of real or personal property in connection with the purposes of the

Corporation; to exercise all powers necessary or convenient to the furtherance of the purposes for which the Corporation is organized, and shall have such other powers as are granted to Corporations not-for-profit under Florida Statutes and case law.

ARTICLE IV

LIMITATIONS J

A. No earnings of the Corporation shall inure in whole or in part to the benefit of private individuals or its Members, except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes.

B. Notwithstanding any other provisions of these Articles of Incorporation, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by a public housing authority; as provided for in Florida Statute Section 421.08, as it now exists or as it may thereafter be amended.

ARTICLE V

DISTRIBUTION ON DISSOLUTION

In the event of dissolution, all of the remaining assets and property of the Corporation shall, after the discharge of all valid obligations of the Corporation, be distributed to the Housing Authority of the City of Fort Lauderdale, Florida. If no such organization is in existence, the remaining assets shall be distributed to the agency of state government responsible for the state's role in Housing and Urban Development.

ARTICLE VI

QUALIFICATION AND MANNER OF ADMISSION OF MEMBERS

Qualifications for members and the manner of their admission shall be regulated by the By-laws of the Corporation, to be hereafter adopted.

ARTICLE VII

TERM

The term of the Corporation shall be perpetual.

ARTICLE VIII

INCORPORATOR

The name of the Incorporator of this Corporation is WILLIAM H. LINDSEY, and the address of said Incorporator is 437 Southwest Fourth Avenue, Fort Lauderdale, Florida 33315.

ARTICLE IX

OFFICERS

The affairs of the Corporation shall be managed by the Officers of the Corporation, consisting of a President, Treasurer, Secretary and such other Officers as shall be hereafter provided for in the By-Laws of the Corporation. The Officers of the Corporation shall be elected each year by majority vote of the full membership of the Board of Directors. The Officers of the Corporation shall have the sole and exclusive right to manage the affairs of the Corporation, except as shall be otherwise provided by law, the By-Laws of the Corporation or these Articles of Incorporation, or shall be otherwise reserved to the Board of Directors.

ARTICLE X

BOARD OF DIRECTORS

1. The number of persons constituting the initial Board of Directors shall be three. The number of members of subsequent Boards shall be determined as provided in Paragraph 3 of this Article.

2. The names and addresses of the initial Board of Directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
P. C. PRICE	437 S.W. 4th Avenue Fort Lauderdale, Florida 33315
WILLIAM H. LINDSEY	437 S.W. 4th Avenue Fort Lauderdale, Florida 33315
DR. BRUCE QUINT	437 S.W. 4th Avenue Fort Lauderdale, Florida 33315

3. The Board of Directors (the "Board") shall, at all times, be composed of at least three (3) Directors. However, the Directors of the Corporation may, in their discretion, by majority vote of the Directors, present at a duly convened meeting of the Board, determine to increase the number of members of the Board, but in no event shall such number be less than three (3).

4. All powers of the Board of Directors in the management of the affairs of this Corporation shall be exercised by the Officers of the Corporation, except as shall be otherwise provided by law, the By-laws of the Corporation or these Articles of Incorporation, or shall be otherwise reserved to the Board of Directors.

ARTICLE XI

BY-LAWS

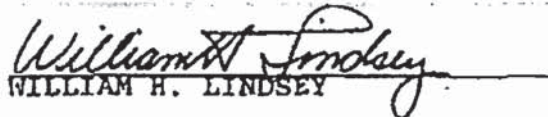
By-laws shall be adopted, altered, amended or repealed by a majority vote of the Board of Directors and as provided in the By-Laws themselves. The By-Laws may contain any provision for the regulation and management of the affairs of the Corporation not inconsistent with Florida law or the Articles of Incorporation.

ARTICLE XII

INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Corporation is 437 S.W. 4th Avenue, Fort Lauderdale, Florida 33315 and the name of the initial registered agent of the Corporation at that address is WILLIAM H. LINDSEY.

IN WITNESS WHEREOF, the Incorporator has hereunto fixed his signature this 8th day of March, 1983.


WILLIAM H. LINDSEY

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority authorized to administer oaths and take acknowledgments, personally appeared WILLIAM H. LINDSEY, to me well known to be the person who executed the foregoing Articles of Incorporation, and he acknowledged to me that he signed same for the purposes therein stated.

WITNESS my hand and official seal at Fort Lauderdale, Broward County, Florida, this 8th day of March, 1983.

Shirley S. Katz (SEAL)
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JAN 23 1987
BONDED THROUGH GENERAL INSURANCE LTD

FILED

MAR 15 11 32 AM '83

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

I, WILLIAM H. LINDSEY, hereby accept the appointment as the initial registered agent of HOUSING ENTERPRISES OF FORT LAUDERDALE, FLORIDA, INC. as made in the foregoing Articles of Incorporation.

By: William H. Lindsey
WILLIAM H. LINDSEY

DATED: March 8th, 1983

ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION
OF HOUSING ENTERPRISES OF FORT LAUDERDALE, INC. - FLORIDA, INC.

Pursuant to the provisions of Chapter 617, Florida Statutes, HOUSING ENTERPRISES OF FORT LAUDERDALE, INC. adopts the following Articles of Amendment to its Articles of Incorporation, which were adopted by the Board of Directors of the Corporation on the date below in the manner prescribed by the Florida Statutes:

1. Article II is amended to read as follows:

ARTICLE II

PURPOSE

The purpose or purposes for which the Corporation is to be organized are exclusively for charitable, literary and professional purposes as described in Internal Revenue Code of 1954 ("Code") Sec. 501(c)(3) or corresponding provisions of any subsequent federal law including, but not limited to the following particular purposes:

- A. To benefit low and moderate income persons;
- B. To prevent or eliminate slums and blight;
- C. To meet urgent community development needs including, but not limited to (i) creating and maintaining a sound industrial base; (ii) revitalizing the health of established commercial areas; (iii) preserving and rehabilitating existing residential neighborhoods; (iv) developing, redeveloping, preserving, restoring and revitalizing the community; (v) enhancing community well-being; and (vi) conducting or financially supporting revenue-generating business with the purpose of economic and social development of the community;
- D. To increase affordable housing opportunities and provide job skills training, support employment, stimulate economic development and promote the total quality of life in the community by supporting efforts to improve public safety, education, health care and economics.

The Corporation is not an instrumentality of the Housing Authority of the City of Fort Lauderdale ('Authority'), and the Board of Commissioners of the Authority shall have no right, power nor authority to appoint the Board of Directors of the Corporation or otherwise control the Corporation.

2. Article IV, Paragraph B of the original Articles of Incorporation is deleted.

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There are no members of the Corporation. All other provisions of the original Articles of Incorporation shall remain in full force and effect.

Dated this 10th of March, 1995.

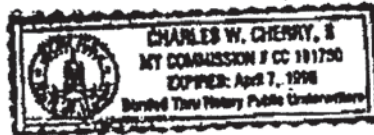
William H. Lindsey
WILLIAM H. LINDSEY,
President, Board of Directors

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared WILLIAM H. LINDSEY who presented a Florida Drivers' License and who subscribed the above Articles of Amendment, and he did freely and voluntarily acknowledge before me according to law that he made and subscribed the same for the use and purpose therein mentioned and set forth.

DATED this 10th day of March, 1995.

Charles W. Cherry, II
Notary Public



**SECOND ARTICLE OF AMENDMENT TO THE ARTICLES OF INCORPORATION
OF HOUSING ENTERPRISES OF FORT LAUDERDALE, FLORIDA, INC.**

Pursuant to the provisions of Chapter 617, Official Code of Florida Statutes, HOUSING ENTERPRISES OF FORT LAUDERDALE, FLORIDA, INC. adopts the following Articles of Amendment to its Articles of Incorporation, which were adopted by the Board of Directors of the Corporation on the date below in the manner prescribed by the Florida Statutes:

1. The preamble to Article II is deleted and replaced with the following language:

ARTICLE II

PURPOSE

The purpose or purposes for which the Corporation is to be formed are exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Internal Revenue Code of 1954 ("Code") Sec. 501(c)(3) or corresponding provisions of any subsequent federal law including, but not limited to the following particular purposes:

2. Article IV is amended to read as follows:

ARTICLE IV

LIMITATIONS

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its trustees, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distribution in furtherance of the purposes set forth in Article II hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to, any candidate for public office. Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

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TALLAHASSEE, FLORIDA

3. Article V is deleted and replaced with the following:

ARTICLE V

DISTRIBUTION ON DISSOLUTION

Upon the dissolution of the Corporation, its assets shall be distributed for one or more exempt purposes, in the meaning of section 501 (c) (3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to any state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

4. Article VI is deleted.

All other provisions of the original Articles of Incorporation and the previously filed Articles of Amendment to the Articles of Incorporation shall remain in full force and effect.

There are no members of the Corporation.

Dated this 22nd of March, 1995.

William H. Lindsey, Ph.D.
WILLIAM H. LINDSEY
President, Board of Directors

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared WILLIAM H. LINDSEY who presented a Florida Driver's License and who subscribed the above Articles of Amendment, and he did freely and voluntarily acknowledge before me according to law that he made and subscribed the same for the use and purpose therein mentioned and set forth.

DATED this 22nd day of March, 1995.

Chas. H.
Notary Public



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TALLAHASSEE, FLORIDA

767487

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TALLAHASSEE, FLORIDA

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M. A. Mend

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Housing Enterprises of Fort Lauderdale, Florida, Inc.

DOCUMENT NUMBER: 767487

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Philip O. Goombs

(Name of Contact Person)

Housing Authority of the City of Fort Lauderdale

(Firm/ Company)

437 SW 4th Avenue

(Address)

Fort Lauderdale, Florida 33315

(City/ State and Zip Code)

For further information concerning this matter, please call:

Philip O. Goombs

(Name of Contact Person)

at (954) 525-6444 ext. 105

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

\$35 Filing Fee

\$43.75 Filing Fee &
Certificate of Status

\$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

\$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy
is enclosed)

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32399

Articles of Amendment
to
Articles of Incorporation
of

Housing Enterprises of Fort Lauderdale, Florida, Inc.

(Name of corporation as currently filed with the Florida Dept. of State)

767487

(Document number of corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

NEW CORPORATE NAME (if changing):

(must contain the word "corporation," "incorporated," or the abbreviation "corp." or "inc." or words of like import in language; "Company" or "Co." may not be used in the name of a not for profit corporation)

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: (BE SPECIFIC)

See attached amendment along with board approved letter.

(Attach additional pages if necessary)
(continued)

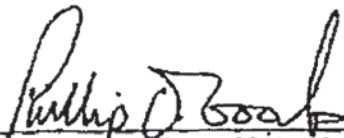
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The date of adoption of the amendment(s) was: September 21, 2005

Effective date if applicable: September 21, 2005
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

- The amendment(s) was (were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.
- There are no members or members entitled to vote on the amendment. The amendment(s) was (were) adopted by the board of directors.

Signature: 
(By the chairman or vice chairman of the board, president or other officer- if directors have not been selected, by an incorporator- if in the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary.)

Philip O. Goombs
(Typed or printed name of person signing)

Executive Director / Secretary
(Title of person signing)

FILING FEE: \$35

Amendment to the Articles of Incorporation for the Housing Enterprises of Fort Lauderdale, Inc.

Pursuant to the provisions of Article III of the Articles of Incorporation, and Article XI of the By-Laws, the Board of Directors for Housing Enterprises of Fort Lauderdale, Florida, Inc., adopts the following amendments to the Articles of Incorporation and to the By-Laws for Housing Enterprises of Fort Lauderdale, Florida, Inc.:

1. **Article of Amendment to the Articles of Incorporation of the Housing Enterprises of Fort Lauderdale, Florida, Inc.**

Article X Paragraph (3)

Article X, Paragraph (3) is amended to read as follows:

The Board of Directors ("the Board") shall, at all times, be composed of at least (3) Directors. At least one-third (1/3) of the Board of Directors shall be comprised of residents of low-income neighborhoods, other low-income community residents, or elected representatives of low-income neighborhood organizations.

No more than 1/3 of the members of the Board of Directors may be public officials (including any employees of the Participating Jurisdiction) or appointed by public officials, and government appointed board members may not, in turn, appoint any remaining board members. The Directors of the Corporation may, in their discretion, by majority vote of the Directors, present at a duly convened meeting of the Board, determine to increase the number of members of the Board, but in no event shall such number be less than three (3)

All powers of the Board of Directors in the management of the affairs of this Corporation shall be exercised by the Officers of the Corporation, except as shall be otherwise provided by law, the By-laws of the Corporation or these Articles of Incorporation, or shall be otherwise reserved to the Board of Director.

2. **Amendment to By-Laws of Housing Enterprises of Fort Lauderdale, Florida, Inc:**

**Article III
Directors**

Article III, Section 2., is amended to read as follows:

Section 2. Number, Qualification, Election, Term. There shall be five (5) members of the Board of Directors who shall serve two-year terms. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified. At least one-third (1/3) of the Board of Directors shall be comprised of residents of low-income neighborhoods, other low-income community residents, or elected representatives of low-income neighborhood organizations.

No more than one-third (1/3) of the members of the Board of Directors may be public officials (including any employees of the Participating Jurisdiction) or appointed by public officials, and government-appointed board members may not, in turn, appoint any remaining board members.

Housing Enterprises of Fort Lauderdale, Florida, Inc.

September 21, 2005

Board of Directors
Housing Enterprises of Fort Lauderdale, Florida, Inc.
1701 SW 2 Street
Fort Lauderdale, FL 33312

Subject: Amendment to the Articles of Incorporation for the Housing Enterprises of Fort Lauderdale, Inc.

Pursuant to the provisions of Article III of the Articles of Incorporation, and Article XI of the By-Laws, the Board of Directors for Housing Enterprises of Fort Lauderdale, Florida, Inc., proposes the following amendments to the Articles of Incorporation and to the By-Laws for Housing Enterprises of Fort Lauderdale, Florida, Inc.:

1. Article of Amendment to the Articles of Incorporation of the Housing Enterprises of Fort Lauderdale, Florida, Inc., Article X Paragraph (3)

Article X, Paragraph (3) is amended to read as follows:

The Board of Directors ("the Board") shall, at all times, be composed of at least (3) Directors. At least one-third (1/3) of the Board of Directors shall be comprised of residents of low-income neighborhoods, other low-income community residents, or elected representatives of low-income neighborhood organizations.

No more than 1/3 of the members of the Board of Directors may be public officials (including any employees of the Participating Jurisdiction) or appointed by public officials, and government appointed board members may not, in turn, appoint any remaining board members. The Directors of the Corporation may, in their discretion, by majority vote of the Directors, present at a duly convened meeting of the Board, determine to increase the number of members of the Board, but in no event shall such number be less than three (3)

All powers of the Board of Directors in the management of the affairs of this Corporation shall be exercised by the Officers of the Corporation, except as shall be otherwise provided by law, the By-laws of the Corporation or these Articles of Incorporation, or shall be otherwise reserved to the Board of Director.

2. Amendment to By-Laws of Housing Enterprises of Fort Lauderdale, Florida, Inc:

Article III, Section 2. is amended to read as follows:

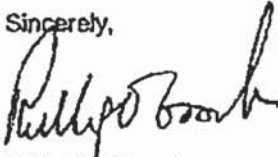
Section 2. Number, Qualification, Election, Term. There shall be five (5) members of the Board of Directors who shall serve two-year terms. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified. At least one-third (1/3) of the Board of Directors shall be comprised of residents of low-income neighborhoods, other low-income community residents, or elected representatives of low-income neighborhood organizations.

No more than one-third (1/3) of the members of the Board of Directors may be public officials (including any employees of the Participating Jurisdiction) or appointed by public officials, and government-appointed board members may not, in turn, appoint any remaining board members.

Pursuant to Article III, Section 14 of the By-Laws of the Housing Enterprises of Fort Lauderdale, Florida, Inc., the Board of Directors has the authority to waive the requirements to hold a meeting, agree to abide by the actions to be taken by majority vote, and consent to the changes listed above in writing.

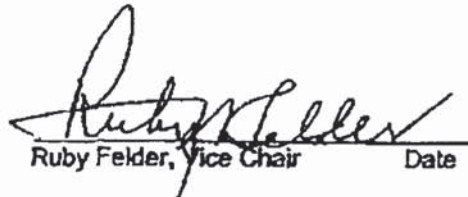
If you agree to waive the meeting requirement, and consent to the above amendments to the Articles of Incorporation and the By-Laws, please sign this letter in the space below, and return the original, signed document to my office. Thank you for your consideration, and if you have any questions, please do not hesitate to contact my office.

Sincerely,



Philip O. Goombs
Executive Director/Secretary

 9/23/05
Barbara Williams, Chair Date


Ruby Felder, Vice Chair Date

Liz Jackson, Board Member Date


Doris Paschall, Board Member Date

107487

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Division of Corporations
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HOUSING ENTERPRISES OF FORT LAUDERDALE, FLORIDA, INC

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Articles of Amendment
to
Articles of Incorporation
of

HOUSING ENTERPRISES OF FORT LAUDERDALE, FLORIDA, INC

(Name of corporation as currently filed with the Florida Dept. of State)

767487

(Document number of corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

NEW CORPORATE NAME (if changed):

(must contain the word "corporation," "incorporated," or the abbreviation "corp." or "inc." or words of like import in language; "Company" or "Co." may not be used in the name of a not for profit corporation)

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: **(BE SPECIFIC)**

Article VI is inserted to read as follows: The principal office and mailing address of the Corporation

is 437 Southwest Fourth Avenue, Fort Lauderdale, Florida 33315

Article X, Paragraph 4. is amended to read as follows: The method of election of directors is stated in the Bylaws

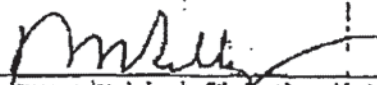
(Attach additional pages if necessary)
(continued)

The date of adoption of the amendment(s) was January 11, 2007

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

- The amendment(s) was (were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.
- There are no members or members entitled to vote on the amendment. The amendment(s) was (were) adopted by the board of directors.

Signature 
(By the chairman or vice chairman of the board, president or other officer. If directors have not been selected, by an incorporator. If in the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary.)

Robert P. Kelley

(Typed or printed name of person signing)

President

(Title of person signing)

FILING FEE: \$35

767487

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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TALLAHASSEE FL 32301

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CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195
REFERENCE : 300952 4328337
AUTHORIZATION : *[Signature]*
COST LIMIT : \$ 43.75

ORDER DATE : September 17, 2014
ORDER TIME : 1:59 PM
ORDER NO. : 300952-005
CUSTOMER NO: 4328337

DOMESTIC AMENDMENT FILING

NAME: HOUSING ENTERPRISES OF
FORT LAUDERDALE, FLORIDA, INC.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 ~~RESTATED ARTICLES OF INCORPORATION~~

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Courtney Williams -- EXT# 62935

EXAMINER'S INITIALS: _____

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TALLAHASSEE, FLORIDA
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Articles of Amendment
to
Articles of Incorporation
of

Housing Enterprises of Fort Lauderdale, Florida, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

767487

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

_____ The new
name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc."
"Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent: _____

(Florida street address)

New Registered Office Address: _____

(City)

_____, Florida

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input checked="" type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input checked="" type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
3) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
4) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____

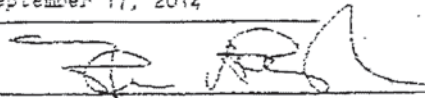
The date of each amendment(s) adoption: September 11, 2014 if other than the date this document was signed.

Effective date if applicable: _____
(no more than 90 days after amendments file date)

Adoption of Amendment(s) (CHECK ONE)

- The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated September 17, 2014

Signature 
(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Tam A. English

(Typed or printed name of person signing)

Vice President/Secretary

(Title of person signing)

FILED
14 SEP 17 AM 8:49
SECRETARY OF STATE
TALLAHASSEE FLORIDA

HOUSING ENTERPRISES OF FORT LAUDERDALE, FLORIDA, INC.

Exhibit A
to
Articles of Amendment

Pursuant to the provisions of Chapter 617, Florida Statutes, HOUSING ENTERPRISES OF FORT LAUDERDALE, FLORIDA, INC. adopts the following Articles of Amendment to its Articles of Incorporation, which were adopted by the Board of Directors of the Corporation on the date below in the manner prescribed by the Florida Statutes:

1. The final paragraph of Article II of the Articles of Incorporation is hereby deleted.
2. Article VI of the Articles of Incorporation is hereby deleted and replaced in its entirety with the following:

ARTICLE VI
MEMBERS AND CORPORATE ADDRESS

There shall be one member of the Corporation and the initial member shall be the Housing Authority of the City of Fort Lauderdale. The Housing Authority of the City of Fort Lauderdale shall have such rights and powers as set forth in these Articles of Incorporation and in Bylaws adopted by the Corporation. The principal office and mailing address of the Corporation is 437 Southwest Fourth Avenue, Fort Lauderdale, Florida 33315.

3. Article X, Paragraph 3 of the Articles of Incorporation is hereby deleted and replaced in its entirety with the following:

The Board of Directors shall, at all times, be composed of at least three (3) Directors. However, the member or Directors of the Corporation may, in their discretion, by majority vote of the Directors, present at a duly convened meeting of the Board of Directors, determine to increase the number of members of the Board of Directors, but in no event shall such number be less than three (3).

Attachment

4

State of Florida

Department of State

I certify from the records of this office that APC SAILBOAT BEND II DEVELOPMENT, LLC is a limited liability company organized under the laws of the State of Florida, filed on May 24, 2017.

The document number of this limited liability company is L17000114287.

I further certify that said limited liability company has paid all fees due this office through December 31, 2017 and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of November, 2017*



Ken Detjmer
Secretary of State

Tracking Number: CU9646362083

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida

Department of State

I certify from the records of this office that HEF-DIXIE COURT DEVELOPMENT, LLC is a limited liability company organized under the laws of the State of Florida, filed on February 3, 2005.

The document number of this limited liability company is L05000011406.

I further certify that said limited liability company has paid all fees due this office through December 31, 2017, that its most recent annual report was filed on February 16, 2017, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of November, 2017*



Ken Peterson
Secretary of State

Tracking Number: CU1999051287

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Prior General Development Experience Chart

Name of Principal, which must be a natural person, with the required experience: **HOWARD D. COHEN**

Name of Developer Entity (for the proposed Development) for which the above individual is a Principal:

APC SAILBOAT BEND II DEVELOPMENT, LLC

Name of Development	Location (City & State)	Affordable Housing Program that Provided Financing	Total Number of Units	Year Completed
Northwest Gardens V	Fort Lauderdale, FL	4% Housing Credits, Broward County HFA Tax-exempt bonds, FHFC SAIL & SAIL ELI Loans	200	2017
Seventh Avenue Transit Village II	Miami, FL	9% Housing Credits	100	2017
Vista Pointe at Wild Pine	San Antonio, TX	9% Housing Credits, Housing Authority of Bexar County Loan	108	2017
Arbor At Centerbrook	Live Oak, TX	9% Housing Credits, Housing Authority of Bexar County Loan	80	2016
Island Living Apartments	Miami, FL	4% Housing Credits, Miami-Dade County HFA Tax-exempt Bonds, SURTAX loan, Southeast Overtown/Park West CRA Funds	70	2016
Northside Transit Village I	Unincorporated Miami-Dade County, FL	4% Housing Credits, Miami-Dade County HFA Tax-exempt Bonds, General Obligation Bonds-Building Better Communities, SURTAX and NSP3 Loans	100	2015
Audrey Edmonson Transit Village (fka Seventh Avenue Transit Village I)	Miami, FL	4% Housing Credits, Miami-Dade County HFA Tax-exempt Bonds, General Obligation Bonds-Building Better Communities and SURTAX Loans and City of Miami HOME Loan	76	2015
Eastbrooke Apartment Homes At Beulah Crossing	Washington DC	4% Housing Credits, DCHFA Tax-exempt Bonds, DHCD HPTF Loan	39	2015
Sailboat Bend Apartments	Fort Lauderdale, FL	9% Housing Credits	105	2015

Attachment

5

Prior General Management Experience Chart

Name of Management Company or a Principal of the Management Company with the Required Experience: Atlantic Pacific Community Management, LLC				
Name of Development	Location (City & State)	Currently Managing or Formerly Managing	Length of Time (Number of Years)	Total Number of Units
Sailboat Bend Apartments	Fort Lauderdale, FL	Currently Managing	2 Years	105
Audrey Edmonson Transit Village (fka Seventh Avenue Transit Village)	Miami, FL	Currently Managing	2 Years	76
Northside Transit Village I	Unincorporated Miami-Dade County, FL	Currently Managing	2 Years	100

Attachment

6

Not Applicable

Attachment

7

Not Applicable

Attachment

8

GROUND LEASE AGREEMENT

(Sailboat Bend Apartments II)

THIS GROUND LEASE AGREEMENT ("*Lease*") entered into as of the 9th day of November, 2017, among the HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE, a public body corporate and politic (the "*Landlord*"), and SAILBOAT BEND II, LTD., a Florida limited partnership ("*Tenant*").

RECITALS:

A. The Landlord desires to develop 0.943 acres located at 437 SW 4th Avenue, Fort Lauderdale, FL known as Sailboat Bend Apartments II (the "Property").

B. The revitalization will include the demolition and clearing of the Property and other parcels of land owned by Landlord upon which affordable rental housing plus related amenities, together with other improvements, fixtures and structures, are expected to be constructed or rehabilitated (the "*Development*").

C. The Development will be known as Sailboat Bend Apartments II, and will be constructed upon the Property which is legally described in the attached **Exhibit "A"** (the "*Leased Premises*").

D. The Landlord desires to lease the Leased Premises to Tenant pursuant to the terms of this Lease.

LEASE:

NOW, THEREFORE, in consideration of the Leased Premises, the foregoing Recitals, which are incorporated herein by reference, the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto do hereby covenant, represent, warrant and agree as follows:

1. Definitions. The following terms for purposes of this Lease shall have the following meanings:

(a) "Base Rent" "Base Rent" means and refers to the annual base rent set forth in paragraph 4(a) hereof.

(b) "Commencement Date" The "Commencement Date" shall be the date that the Tenant closes on its construction financing and the syndication of Housing Credits with respect to the Development.

(c) "Development" or "Project" The term "Development" or "Project" means the construction of rental apartment units known as Sailboat Bend Apartments on land owned by Landlord, along with the construction of other related site improvements and amenities.

(d) "Effective Date" The "Effective Date" means the date of this Lease as first above written.

(e) "Housing Credits" "Housing Credits" means federal low income housing tax credits under Section 42 of the Internal Revenue Code of 1986 and the regulations promulgated thereunder, as amended (the "Code") awarded to the Tenant by the Florida Housing Finance Corporation.

(f) "Leased Premises" The "Leased Premises" is that certain real property situated in Broward County, State of Florida, legally described on **Exhibit "A"**, attached hereto and incorporated herein by this reference, together with all easements and rights of way pertaining thereto.

(g) "Lease Year" A "Lease Year" means the twelve (12) month period beginning on the Commencement Date and each twelve month period thereafter throughout the term of this Lease.

(h) "Operating Expenses" "Operating Expenses" means and refers to all ordinary and necessary operating expenses (including those replacement and maintenance reserves or accruals required by generally accepted accounting principles) as well as those other reserves and accruals that are required to operate, maintain, and keep the Project in a neat, safe and orderly condition.

(i) "State" The term "State" shall mean the State of Florida, unless clearly indicated otherwise.

2. Grant. Landlord hereby conveys and leases to the Tenant, and the Tenant hereby accepts and leases from Landlord, the Leased Premises, together with all easements and rights-of-way pertaining thereto; to have and to hold the Leased Premises unto Tenant for and during the term set forth hereafter.

3. Term. This Lease term shall commence on the Effective Date and shall expire seventy-five (75) years thereafter, unless this Lease is terminated earlier pursuant to the provisions contained herein.

4. Ground Rent. The Tenant covenants and agrees to pay to the Landlord rent in an amount (the "**Capitalized Lease Payment**" or "**Base Rent**") equal to the appraised value of the Premises. Tenant shall deliver the Capitalized Lease Payment to Landlord in two installments, as follows:

(a) the first installment shall be nonrefundable and shall be in the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), and shall be paid on the Commencement Date; and

(b) the final installment shall be an amount equal to the Capitalized Lease Payment less the amount of the first installment paid under subsection (a) above, adjusted, if necessary, to pay all development expenses including developer fee. Such installment shall be paid within seven (7) business days following Project Stabilization (herein defined as: (i) the completion of the construction of the Project; (ii) leasing and occupancy of all units in the Project; (iii) the

release by lenders and investors of all completion and lease-up guarantees; and (iv) the release by the investor of the final equity installment), and the Landlord and the Tenant will confirm in writing to release the funds to the Landlord.

(c) In the absence of an independent appraisal dated on or after November 9, 2017, both Parties agree that the sum of \$2,200,000.00 shall constitute the Capitalized Lease Payment or Base Rent.

5. Right to Construct Project.

(a) Tenant shall commence construction of the Project no later than ninety (90) days after the Tenant has closed on construction loan(s) and obtained the equity investment necessary to finance the cost of construction of the Project, and substantially complete the construction of the Project within eighteen (18) months thereafter. The foregoing limitation of time for the completion of the Project may be extended by written agreement between the parties hereto.

(b) During the course of construction of the Project, the Tenant shall provide to the Landlord upon request status reports on the Project, and such other reports as may reasonably be requested by Landlord.

(c) The Project shall be constructed in accordance with the requirements of all laws, ordinances, codes, orders, rules and regulations (collectively all "***Applicable Laws***") of all governmental entities having jurisdiction over the Project (collectively, the "***Governmental Authorities***"), including, but not limited to, the Landlord and the United States Department of Housing and Urban Development.

(d) The Tenant shall apply for and prosecute, with reasonable diligence, all necessary approvals, permits and licenses required by applicable Governmental Authorities for the construction, development, zoning, use and occupation of the Project. Landlord agrees to cooperate with (which shall include the execution of applications, plats, etc.) and publicly support Tenant's effort to obtain such approvals, permits and licenses, provided that such approvals, permits and licenses shall be obtained at Tenant's sole cost and expense.

(e) Construction of the Project shall be performed in a good and workmanlike manner and in conformity with all Applicable Laws.

6. Forced Delay in Performance. Notwithstanding any other provisions of this Lease to the contrary, Tenant shall not be deemed to be in default under this Lease where delay in the construction or performance of the obligations imposed by this Lease are caused by war, revolution, labor strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions, embargoes, litigation (excluding litigation between the Landlord and the Tenant), tornadoes, unusually severe weather, inability to obtain or secure necessary labor, materials or tools, delays of any contractor, subcontractor, or supplier, acts or failures to act by the Landlord, or any other causes beyond the reasonable control of the Tenant. The time of performance hereunder shall be extended for the period of any forced delay or delays caused or resulting from any of the foregoing causes.

7. Landlord's Representations and Warranties. The Landlord hereby represents and warrants to the Tenant that the Landlord owns fee simple, good and marketable title to the Leased Premises.

8. Tenant's Representations and Warranties. The Tenant hereby warrants and represents to the Landlord as follows:

(a) Existence. The Tenant is a limited partnership presently existing and in good standing under the laws of the State of Florida.

(b) Authority and Approvals. The Tenant has the partnership power and authority to own its properties and assets, to conduct its business as presently conducted and to execute, deliver and perform its obligations under this Lease.

(c) Binding Obligation. This Lease has been duly and validly executed and delivered by the Tenant and constitutes a legal, valid and binding obligation of the Tenant enforceable in accordance with its terms.

(d) Litigation. There is no pending or, to the best of the Tenant's knowledge, threatened investigation, action or proceeding by or before any court, any governmental entity or arbitrator which (i) questions the validity of this Lease or any action or act taken or to be taken by the Tenant pursuant to this Lease or (ii) is likely to result in a material adverse change in the Landlord, property, assets, liabilities or condition, financial or otherwise, of the Tenant which will materially impair its ability to perform its obligations hereunder.

(e) Full Disclosure. No representation, statement or warranty by the Tenant contained in this Lease or in any exhibit attached hereto contains any untrue statement or omits a material fact necessary to make such statement of fact therein not misleading.

9. Condition of Leased Premises. LANDLORD LEASES AND TENANT TAKES THE LEASED PREMISES AS IS. TENANT ACKNOWLEDGES THAT LANDLORD HAS NOT MADE AND WILL NOT MAKE, NOR SHALL LANDLORD BE DEEMED TO HAVE MADE, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED PREMISES, INCLUDING ANY WARRANTY OR REPRESENTATION AS TO ITS FITNESS FOR ANY PARTICULAR USE OR PURPOSE. TENANT ACKNOWLEDGES THAT THE LEASED PREMISES ARE OF ITS SELECTION AND THAT THE LEASED PREMISES HAVE BEEN INSPECTED BY TENANT AND ARE SATISFACTORY TO IT. IN THE EVENT OF ANY DEFECT OR DEFICIENCY IN ANY OF THE LEASED PREMISES OF ANY NATURE, WHETHER LATENT OR PATENT, LANDLORD SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT). THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED, AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES BY LANDLORD, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED PREMISES, ARISING PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT.

10. Access to the Project and Inspection. The Landlord or its duly appointed agents shall have the right, at all reasonable times upon the furnishing of reasonable notice under the

circumstances (except in an emergency, when no notice shall be necessary), to enter upon the Leased Premises to examine and inspect the Project. Tenant hereby covenants to execute, acknowledge and deliver all such further documents and do all such other acts and things necessary to grant to the Landlord such right of entry.

11. Insurance.

(a) Tenant shall furnish an "All Risk Builder's Risk Completed Value Form" for the full completed insurable value of the Project in form satisfactory to any mortgage lien holder secured against the Leased Premises.

(b) Tenant shall also obtain and maintain comprehensive general liability insurance policy(ies) insuring against the risk of loss resulting from accidents or occurrences on or about or in connection with the development, construction, and operation of the Project or in connection with, or related to this Lease, in the amounts set forth on **Exhibit "B"**. Such insurance policies shall be issued by companies acceptable to the Landlord and provide coverage in amounts acceptable to the Landlord. Certificates evidencing such insurance coverage shall be delivered to Landlord within five (5) days of the Landlord's request, along with evidence that the insurance premiums have been paid current to date. All insurance policies required to be maintained by the Tenant shall require the insurer to give the Landlord thirty (30) days prior written notice of any change in the policies and/or the insurer's intentions to cancel such policy or policies (without a disclaimer of liability for failure to give such notice).

(c) Prior to commencement of construction, the Tenant shall furnish a certificate to the Landlord from an insurance company(ies) naming the Landlord as an additional insured under insurance policy(ies) obtained by the Tenant as required by this Lease and confirming that the Tenant and the general contractor of the Project are covered by public liability, automobile liability and workers' compensation insurance policies satisfactory to the Landlord.

(d) The Tenant agrees to cooperate with the Landlord in obtaining the benefits of any insurance or other proceeds lawfully or equitably payable to the Landlord in connection with this Lease.

(e) The "All Risk Builder's Risk Completed Value Form" policy with respect to the Project shall be converted to an "all risk" or comprehensive insurance policy upon completion of the Project, naming Landlord as an additional insured thereunder and shall insure the Project in an amount not less than the replacement value of the Project. The Tenant hereby agrees that all insurance proceeds from the All Risk Builder Risk Completed Value Form policy (or if converted, the "all risk" or comprehensive policy) shall be used to restore, replace or rebuild the Project.

(f) All such insurance policies shall contain (i) an agreement by the insurer that it will not cancel the policy without delivering prior written notice of cancellation to each named insured and loss payee thirty (30) days prior to canceling the insurance policy; and (ii) endorsements that the rights of the named insured(s) to receive and collect the insurance proceeds under the policies shall not be diminished because of any additional insurance coverage carried by the Tenant for its own account.

(g) If the Leased Premises are located in a federally designated flood plain, an acceptable flood insurance policy shall also be delivered to the Landlord, providing coverage in the maximum amount reasonably necessary to insure against the risk of loss from damage to the Project caused by a flood.

(h) Neither the Landlord nor the Tenant shall be liable to the other (or to any insurance company insuring the other party), for payment of losses insured by insurance policies benefiting the parties suffering such loss or damage, even though such loss or damage might have been caused by the negligence of the other party, its agents or employees.

12. Taxes. Tenant shall be liable for the payment of all real estate taxes, special assessments, and any other taxes, levies or impositions charged by an appropriate taxing authority with respect to the Leased Premises and the Project. If the State or any other political subdivision assesses or levies a tax against the Landlord on the Base Rent or any Additional Rent payable under this Lease, the Tenant shall pay and discharge such taxes levied against the Landlord if the Landlord is not exempt from such tax.

13. Utilities. The Tenant shall pay all utilities used, provided or supplied upon or in connection with the development, construction, and operation of the Project, including, but not limited to, all charges for gas, electricity, telephone and other communications services, water and sewer service charges, and all sanitation fees or charges levied or charged against the Leased Premises during the term.

14. Assignment of Lease by Tenant. The Tenant has no right, without the prior written consent from the Landlord (which shall not be unreasonably withheld), to assign, convey or transfer any legal or beneficial interest in the Tenant's estate hereunder.

15. Assignment of Lease by Landlord. The Landlord must provide written notice to the Tenant prior to assigning this Lease. The Tenant hereby agrees to attorn to Landlord's assignee and to continue to comply with all of the obligations, covenants and conditions of the Tenant under this Lease throughout the remainder of the term of this Lease.

16. Indemnity.

(a) During the term of this Lease, the Tenant agrees to indemnify, save and hold Landlord harmless from and against any and all damages, claims, losses, liabilities, costs, remediation costs and expenses, including but not limited to, reasonable legal, accounting, consulting, engineering and other expenses, which may be asserted against, imposed upon or incurred by Landlord, its successors and assigns, by any person or entity, caused by the Tenant's construction, development, and operation of the Project, including liability arising out of or in connection with any and all federal, State and local Environmental Law (as defined hereafter). Notwithstanding anything to the contrary contained herein, the Tenant's obligation to indemnify the Landlord expressly excludes any liability relating to any matters affecting the Leased Premises resulting from activities occurring prior to Tenant taking possession of the Leased Premises. Nothing herein shall constitute a waiver of the Landlord's entitlement to sovereign immunity.

(b) For the purpose of this Lease, the term "**Environmental Laws**" as used herein means all federal, state or commonwealth, and local laws, regulations, statutes, codes, rules,

resolutions, directives, orders, executive orders, consent orders, guidance from regulatory agencies, policy statements, judicial decrees, standards, permits, licenses and ordinances, or any judicial or administrative interpretation of, any of the foregoing, pertaining to the protection of land, water, air, health, safety or the environment whether now or in the future enacted, promulgated or issued, including, but not limited to the following: Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; Clean Air Act, 42 U.S.C. § 741 et seq. The Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendment and Reauthorization Act of 1986; The Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; The Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; The Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq.; The Clean Water Act, 33 U.S.C. § 1317 et seq.; The Federal Insecticide Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; The Hazardous Materials Transportation Act, The Marine Protection, Research and Sanctuaries Act; and the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6991-6991 i; and each as further amended from time to time and all regulations promulgated thereunder.

17. Eminent Domain. In the event of condemnation or taking by a governmental authority or entity having the power of eminent domain, Landlord and Tenant agree as follows:

(a) Total Taking. The term of this Lease shall be terminated if the entire Project is taken by the exercise of the power of eminent domain or, in the event of a partial taking, the remaining portion of the Leased Premises is rendered unusable for Tenant's use or occupancy as the result of such partial taking. Upon termination of the Lease term, the Tenant and Landlord shall be released from their obligations under this Lease effective on the date title to the property is transferred to the condemning authority.

(b) Partial Taking. The term of this Lease shall continue in effect if, in the event of a partial taking, the remaining portion of the Leased Premises remains reasonably tenantable in the Landlord's and Tenant's opinion.

(c) Award. If there is a taking, whether whole or partial, the Landlord shall be entitled to receive and retain the condemnation award, subject to the provisions of any leasehold mortgage pertaining thereto, as to Tenant's estate in the Leased Premises. Tenant and Landlord shall each be permitted to participate in the condemnation action with regard to their respective estates in the subject property.

18. Default by Tenant. The following shall constitute an "*Event of Default*" hereunder:

(a) failure of Tenant to pay any Base Rent, Additional Rent or charge due hereunder and such default continues for ten (10) days after written notice from Landlord; or

(b) failure of Tenant to comply with the material terms, conditions or covenants of this Lease that the Tenant is required to observe or perform and such breach or default continues for a period of thirty (30) days after written notice from Landlord, or such additional time as may be required if the cure cannot be effected within 30 days but is timely commenced and is diligently prosecuted; or

(c) upon the occurrence of a breach, default or termination of any written agreements relating to the revitalization of the Development between the Tenant or an affiliate of the

Tenant (including without limitation Atlantic Pacific Communities, LLC) and the Landlord and such breach or default continues for a period of thirty (30) days after written notice from Landlord, or such additional time as may be required if the cure cannot be effected within 30 days but is timely commenced and is diligently prosecuted; or

(d) this Lease or the Leased Premises or any part thereof are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant or claimant against Tenant, and such attachment is not discharged within 90 days after its levy; or

(e) Tenant shall be unable to pay the Tenant's debts as the same shall mature; or

(f) Tenant shall file a voluntary petition in bankruptcy or a voluntary petition seeking reorganization or to effect a plan or an arrangement with or for the benefit of Tenant's creditors; or

(g) Tenant shall apply for or consent to the appointment of a receiver, trustee or conservator for any portion of the Tenant's property or such appointment shall be made without the Tenant's consent and shall not be removed within 90 days; or

(h) abandonment or vacation of any portion of the Project or the Leased Premises by the Tenant for a period of more than ten (10) consecutive days.

19. Remedies. If the Tenant fails to cure an Event of Default within the time provided therefor, the Landlord shall have the right to terminate this Lease and the Tenant's right to possession of the Leased Premises will cease and the estate conveyed by this Lease shall revert in the Landlord.

20. Right to Encumber the Project. Except as otherwise permitted hereunder, the Tenant shall not encumber the Project, the Leased Premises, or its leasehold interest in the Leased Premises. Notwithstanding any contrary provisions of this Lease, the Tenant shall have the right to encumber its leasehold interest and the Landlord agrees that it shall enter into such amendments to this Lease as may be reasonably requested by a leasehold mortgagee in furtherance thereof; provided, however, that the Landlord's fee estate shall not be subject to such leasehold mortgage.

21. Quiet Possession. The Tenant shall and may peaceably and quietly have, hold and enjoy the Leased Premises during the term hereof provided that the Tenant pays the rent and performs all the covenants and conditions of this Lease that the Tenant is required to perform; and the Landlord warrants that it has full right and sufficient title to lease the Leased Premises to the Tenant for the term herein stated.

22. Compliance with Law.

(a) The Tenant agrees to comply with all laws, ordinances, and regulations now in effect or enacted hereafter related to the use or occupancy of all or any part of the Leased Premises and Project at all times during the term of this Lease, at its own expense, in connection with any use the Tenant may make of the Leased Premises and the Project.

(b) The Tenant shall obtain all necessary licenses, permits and inspections necessary to operate the Project on the Leased Premises at its own expense. The Landlord shall cooperate with the Tenant fully to help the Tenant obtain all necessary licenses, permits and inspections required to operate the Project on the Leased Premises provided that the costs of obtaining such licenses, permits and inspection are paid by the Tenant.

23. Mechanic's Liens.

(a) At all times during the term of this Lease, the Tenant agrees to keep the Leased Premises and the Project free of mechanics liens, materialmen's liens, and other similar type of liens; and the Tenant agrees to indemnify and hold the Landlord harmless from and against any and all claims and expenses related thereto, including all attorney's fees, and other costs and expenses incurred by the Landlord on account of any such claim or lien.

(b) Within ten (10) business days of the Landlord delivering notice to the Tenant that a lien has been filed against the Leased Premises on account of labor or material furnished in connection with the Tenant's development of the Leased Premises, the Tenant shall either (i) discharge the lien filed against the Leased Premises, (ii) transfer the lien to private surety bond or (iii) post a bond with the clerk of court of competent jurisdiction with instructions to apply the sum towards payment of the lien if it is upheld upon final judgment or return the bond to the Tenant if the lien is discharged. The Landlord may discharge the lien by paying the amount of the claim due or posting a bond with the clerk of court if the Tenant fails to do so within the time required under this Lease. The Tenant shall reimburse the Landlord the costs incurred to pay or have the lien discharged upon demand. Such amounts due from the Tenant shall be charged as Additional Rent under the terms of this Lease.

24. Notices. Any notice required by this Lease shall be delivered to the following parties at the following addresses:

If to the Landlord: Housing Authority of the City of Fort Lauderdale
437 SW 4 Avenue
Fort Lauderdale, FL 33315
Attn: Tam A. English, Executive Director
Fax: (954) 764-4604
Phone: (954) 525-6444 x106

With a copy to: Fox Rothschild LLP
500 Grant Street, Suite 2500
Pittsburgh, PA 15219
Attn.: Michael H. Syme, Esq.
Fax: (412) 391-6984

If to the Tenant: Sailboat Bend Apartments II, Ltd.
2950 S.W. 27 Avenue, Suite 200
Miami, FL 33133
Attn: Kenneth Naylor
Fax: (305) 476-1557
Phone: (305) 357-4700

With a copy to: Klein Hornig LLP
1325 G St. NW Suite 700
Washington, DC 20005
Attn: Chris Hornig
Phone: (202) 495-4088

Any notice required or permitted to be delivered under this Lease shall be deemed to be given and effective: (a) when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, (b) when sent, if sent by a nationally recognized overnight carrier, (c) when received, if delivered personally, or (d) when received, if given by transmittal over electronic transmitting devices such as facsimile or telecopy machine, provided that all charges have been prepaid and the notice is addressed to the party as set forth above. The time period for a response to a notice shall be measured from date of receipt or refusal of delivery of the notice. Notices given on behalf of a party by its attorney shall be effective for and on behalf of such party. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days' written notice thereof.

25. Waiver. The rights and remedies of the Landlord under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. No waiver by the Landlord of any violation or breach of any of the terms, provisions and covenants of this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies provided herein upon the Event of Default shall not be deemed or construed to constitute a waiver of such default. Acceptance of any installment of rent by the Landlord subsequent to the date it is due shall not alter or affect the covenant and obligation of Tenant to pay subsequent installments of rent promptly upon the due date thereof.

26. Applicable Law. This Lease shall be construed under the laws of the State of Florida and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

27. Interpretation.

(a) The words "**Landlord**" and "**Tenant**" as used herein, shall include, apply to, bind and benefit, as the context permits or requires, the parties executing this Lease and their respective successors and assigns.

(b) Wherever the context permits or requires, words of any gender used in this Lease shall be construed to include any other gender, and words in the singular numbers shall be construed to include the plural.

28. Captions. The headings and captions contained in this Lease are inserted only as a matter of convenience and in no way define, limit or describe the scope or intent of this Lease nor of any provision contained herein.

29. Care of the Project. The Tenant shall take good care of the Project and prevent waste. All damage or injury to the Leased Premises or the Project shall be promptly repaired by the Tenant at its expense throughout the term of this Lease.

30. Net Lease. This is a "**Net Lease**" and the Landlord shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations or costs of any kind related to the construction, development and operation of the Project on the Leased Premises, and Tenant hereby agrees to pay one hundred percent (100%) of any and all Operating Expenses of the Project for the Lease term, and any extensions thereof. If the Landlord elects to take possession of the Project after an Event of Default under this Lease and the Landlord or its agent operates and manages the Project, any and all Operating Expenses incurred in excess of rents generated by the Project shall be paid by the Tenant upon receipt of a demand by the Landlord. It is specifically understood and agreed that the Landlord shall have no obligation to expend any monies with regard to the Project during the term of this Lease or any extensions thereof.

The Tenant shall surrender possession of the Leased Premises at the expiration of the Lease term, along with all alterations, additions, and improvements thereto, in good condition and repair, reasonable wear and tear and damage by casualty excepted. The Tenant shall remove all of its personal property not required to be surrendered to the Landlord from the Leased Premises before surrendering possession of the Leased Premises, and shall repair any damage to the Project caused by the removal of the Tenant's personal property. Any personal property remaining in the Project at the expiration of the Lease term shall become property of the Landlord, and the Landlord shall not have any liability to Tenant therefor under any circumstances. The Tenant expressly waives to the Landlord the benefit of any statute requiring notice to vacate the Leased Premises at the end of the term or at the end of any subsequent term for which this Lease may be renewed and any other law now in force or hereafter adopted requiring any such notice, and the Tenant covenants and agrees to give up quiet and peaceful possession and surrender the Leased Premises together with all the improvements thereon and appurtenances upon expiration of the term or earlier termination of this Lease without further notice from the Landlord. The Tenant acknowledges and agrees that upon the expiration or sooner termination of this Lease any and all rights and interests it may have either at law or in equity to the Leased Premises and improvements shall immediately cease.

The Tenant shall indemnify the Landlord from and against all losses, claims and liability resulting from the Tenant's failure to deliver possession of the Leased Premises upon the expiration of the Lease term or termination after an Event of Default, including, but not limited to, claims made by a succeeding tenant based on the Tenant's delay in delivering possession of the Leased Premises. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

31. Damage by Casualty. The Tenant shall rebuild the Project or any part thereof if damaged or destroyed by casualty, subject to the rights of any mortgage lien holders.

32. Alterations. After construction of the Project, the Tenant shall have the right to make such changes and alterations to the Project deemed necessary or desirable by the Tenant provided that the Landlord approves all such changes and alterations in writing.

33. Holding Over. If Tenant retains possession of the Project after termination or expiration of this Lease, the Tenant agrees to pay Base Rent, in an amount equal to one and one-half times the rent in effect at the time the Lease expired or terminated. The parties hereto agree that the Landlord's acceptance of rent shall not be considered a renewal of this Lease and the Tenant's tenancy shall be on a month-to-month basis, terminable by either party giving the other one month's written notice thereof.

34. Modification of Lease. This Lease may not be modified, altered, or changed in any manner other than by a written agreement between the Landlord and Tenant, executed by both parties.

35. Partial Invalidity. If any part of this Lease is invalid or unenforceable, the remainder of this Lease shall not be affected thereby and shall remain in full force and effect.

36. Non-Recourse. Notwithstanding anything to the contrary contained herein, neither Tenant nor any of its partners shall have any personal liability for the payment and performance obligations hereunder, but such liability shall be limited to Tenant's interest in the Project.

37. Estoppel. Landlord agrees at any time and from time to time, upon not less than twenty (20) days' prior written notice by Tenant or by a leasehold mortgagee, to furnish a statement in writing setting forth the rents, payments and other monies then payable under this Lease, if then known; certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications that the Lease is in full force and effect as modified and stating the modifications) and the dates to which rents, payments and other monies have been paid; stating whether or not to the best of Landlord's knowledge, Tenant is in default in keeping, observing and performing any of the terms of this Lease, and, if Tenant shall be in default, specifying each such default of which Landlord may have knowledge. It is intended that any such statement delivered pursuant to this Section may be relied upon by any prospective assignee, transferee or purchaser of Tenant's interest in this Lease, any leasehold mortgagee or any assignee thereof, but reliance on such certificate may not extend to any default of Tenant as to which Landlord shall have had no actual knowledge.


38. Counterparts. This Lease may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.


[Signature Page Follows]


SIGNATURE PAGE
GROUND LEASE
(Sailboat Bend Apartments II)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first written above.

Witnesses:





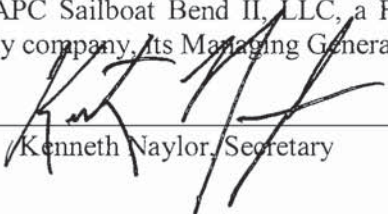


MICHAEL TADLOS

TENANT:

SAILBOAT BEND II, LTD.,
a Florida limited partnership

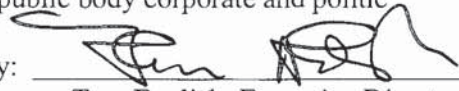
By: APC Sailboat Bend II, LLC, a Florida limited liability company, its Managing General Partner

By: 

Kenneth Naylor, Secretary

LANDLORD:

**HOUSING AUTHORITY OF THE CITY OF
FORT LAUDERDALE**
a public body corporate and politic

By: 

Tam English, Executive Director

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF LOTS 9 THROUGH 12 AND LOTS 20 THROUGH 26, **SAILBOAT BEND**, AS RECORDED IN PLAT BOOK 21, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 10; THENCE ON AN ASSUMED BEARING SOUTH ALONG THE WEST LINE OF SAID LOT 10, A DISTANCE OF 16.80 FEET; THENCE SOUTH 54°58'25" EAST, A DISTANCE OF 128.76 FEET TO A POINT OF CURVATURE TO A TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A CENTRAL ANGLE OF 28°47'15" AND A RADIUS OF 585.67 FEET FOR AN ARC DISTANCE OF 294.26 FEET TO A POINT ON A NON-TANGENT LINE; THENCE NORTH ALONG THE EAST LINE OF LOTS 20 THROUGH 26, A DISTANCE OF 309.64 FEET; THENCE NORTH 89°34'45" WEST, ALONG THE NORTH LINE OF SAID LOT 26, A DISTANCE OF 130.54 FEET; THENCE SOUTH 44°57'02" WEST, A DISTANCE OF 6.95 FEET; THENCE NORTH 45°02'58" WEST, A DISTANCE OF 7.07 FEET; THENCE NORTH 89°34'45" WEST, ALONG THE NORTH LINE OF SAID LOTS 26 AND 10, A DISTANCE OF 77.82 FEET; THENCE NORTH 60°28'03" WEST, A DISTANCE OF 64.42 FEET; THENCE SOUTH 33°23'55" WEST, ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 37.36 FEET TO THE **POINT OF BEGINNING**.

SAID LAND SITUATE IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

EXHIBIT "B"

INSURANCE

Commercial general liability insurance with a combined single limit of not less than \$2,000,000 for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring against any and all liability of Tenant and Landlord including coverage for contractual liability and broad form property damage; provided Landlord shall have the right from time to time to determine such higher limits as may be reasonable and customary for similar properties similarly situated.

Worker's Compensation Insurance in accordance with the laws of the State of Florida.

Such other insurance on or in connection with the Leased Premises as Landlord may reasonably require and which at the time is commonly obtained in connection with similar properties similarly situated.

Attachment

9

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF STATUS
OF SITE PLAN APPROVAL FOR MULTIFAMILY DEVELOPMENTS**

FHFC Application Reference: 2017-113

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: Sailboat Bend Apartments II

Development Location: 437 SW 4th Avenue, Fort Lauderdale, FL 33315

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

Mark the applicable statement:

1. The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process. The final site plan, in the applicable zoning designation, was approved on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by action of the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.
2. The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process, and (i) this jurisdiction provides either preliminary site plan approval or conceptual site plan approval which has been issued, or (ii) site plan approval is required for the new construction work and/or the rehabilitation work; however, this jurisdiction provides neither preliminary site plan approval nor conceptual site plan approval, nor is any other similar process provided prior to issuing final site plan approval. Although there is no preliminary or conceptual site plan approval process and the final site plan approval has not yet been issued, the site plan, in the applicable zoning designation, has been reviewed.

The necessary approval and/or review was performed on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.
3. The above-referenced Development, in the applicable zoning designation, is rehabilitation without any new construction and does not require additional site plan approval or similar process.

CERTIFICATION

I certify that the City/County of Fort Lauderdale has vested in me the authority to verify status of site plan
(Name of City or County)

Approval as specified above and I further certify that the information stated above is true and correct.


Signature

Director
Print or Type Title

ANTHONY Fajardo
Print or Type Name

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to site plan approval, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If this certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

Attachment

10

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS CONSISTENT WITH ZONING
AND LAND USE REGULATIONS**

FHFC Application Reference: 2017-113

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: Sailboat Bend Apartments II

Development Location: 437 SW 4th Avenue, Fort Lauderdale, FL 33315

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).)


The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. The zoning designation for the above referenced Development location is RAC-SMU; and
2. The proposed number of units and intended use are consistent with current land use regulations and the referenced zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use. To the best of my knowledge, there are no additional land use regulation hearings or approvals required to obtain the zoning classification or density described herein. Assuming compliance with the applicable land use regulations, there are no known conditions which would preclude construction or rehabilitation (as the case may be) of the referenced Development on the proposed site.

CERTIFICATION

I certify that the City/County of Fort Lauderdale has vested in me the authority to verify
(Name of City/County)

consistency with local land use regulations and the zoning designation specified above or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapter 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.



Signature

ANTHONY Fajardo

Print or Type Name

Director

Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

Attachment

11



Florida Power & Light Company

December 7, 2017

ATLANTIC PACIFIC MANAGEMENT
2950 SW 27TH AVE, SUITE 200
MIAMI, FL 33133

Re: SAILBOAT BEND APARTMENTS II, 437 SW 4TH AVENUE, FORT LAUDERDALE, FL
33315

Dear GABRIELLE FITZGERALD,

Thank you for contacting FPL early in your planning process. At the present time FPL has sufficient capacity to provide electric service to the above captioned property. This service will be furnished in accordance with applicable rates, rules and regulations.

Please provide the final site plan, site survey and electrical load data as soon as possible so the necessary engineering can begin.

Early contact with FPL is essential so that resources may be scheduled to facilitate availability of service when required.

Sincerely,

A handwritten signature in black ink that reads "Troy Lewis". The signature is written in a cursive, flowing style.

Troy D. Lewis
Associate Engineer

Attachment

12

**FLORIDA HOUSING FINANCE CORPORATION
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - WATER**

FHFC Application Reference: 2017-113

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: Sailboat Bend Apartments II

Development Location: 437 SW 4th Avenue, Fort Lauderdale, FL 33315

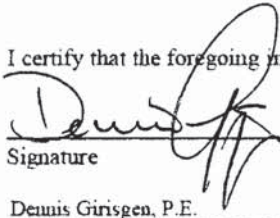
At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Potable water is available to the proposed Development, subject to item 2 below.
2. To access such water service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, and install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development.

CERTIFICATION

I certify that the foregoing information is true and correct.



Signature

Dennis Girisen, P.E.

Print or Type Name

Land Development Manager
Print or Type Title

City of Fort Lauderdale

Name of Entity Providing Service

700 NW 19 Street, Fort Lauderdale, FL 33311

Address (street address, city, state)

954-828-5123

Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

Attachment

13

**FLORIDA HOUSING FINANCE CORPORATION
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - SEWER CAPACITY,
PACKAGE TREATMENT, OR SEPTIC TANK**

FHFC Application Reference: 2017-113

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: Sailboat Bend Apartments II

Development Location: 437 SW 4th Avenue, Fort Lauderdale, FL 33315

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Sewer Capacity or Package Treatment is available to the proposed Development: or
2. There are no known prohibitions to installing a Septic Tank system with adequate capacity for the proposed Development location or, if necessary, upgrading an existing Septic Tank system with adequate capacity for the proposed Development location.

To access such waste treatment service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, and/or install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development.

CERTIFICATION

I certify that the foregoing information is true and correct.


Signature

Dennis Girisgen, P.E.
Print or Type Name

Land Development Manager
Print or Type Title

City of Fort Lauderdale

Name of Entity Providing Service

700 NW 19 Street, Fort Lauderdale, FL 33311
Address (street address, city, state)

954-828-5123

Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

Attachment

14

**FLORIDA HOUSING FINANCE CORPORATION
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ROADS**

FHFC Application Reference: 2017-113

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: Sailboat Bend Apartments II

Development Location: 437 SW 4th Avenue, Fort Lauderdale, FL 33315

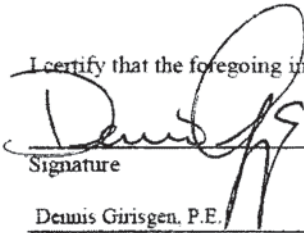
At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Existing paved roads provide access to the proposed Development or paved roads will be constructed as part of the proposed Development;
2. There are no impediments to the proposed Development using the roads other than payment of impact fees or providing curb cuts, turn lanes, signalization, or securing required final approvals and permits for the proposed Development; and
3. The execution of this verification is not a granting of traffic concurrency approval for the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct.



Signature

Dennis Girisgen, P.E.

Print or Type Name

Land Development Manager

Print or Type Title

City of Fort Lauderdale

Name of Entity Providing Service

700 NW 19 Street, Fort Lauderdale, FL 33311

Address (street address, city, state)

954-828-5123

Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

Attachment

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**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION - LOAN FORM**

Name of Development: Sailboat Bend Apartments II

Development Location: 437 SW 4th Avenue, Fort Lauderdale, FL 33315

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

The City/County of Fort Lauderdale, commits \$ 783,250.00 (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The value of the contribution based on the difference between the face amount of the above-referenced loan and the net present value of its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$ N/A.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.


Signature

LEE R. FELDMAN
Print or Type Name

City Manager
Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION - LOAN FORM**

Name of Development: Sailboat Bend Apartments II

Development Location: 437 SW 4th Avenue, Fort Lauderdale, FL

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

The City/County of Broward, commits \$ 124,000.00 (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The value of the contribution based on the difference between the face amount of the above-referenced loan and the net present value of its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$ 100,450.14.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.


Signature _____

Bertha Henry

Print or Type Name

County Administrator

Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

Attachment

16

Not Applicable

Attachment

17

Wells Fargo Community Lending and Investment
301 S. College Street, MAC D1053-170
Charlotte, NC 28288



**WELLS FARGO BANK
EQUITY LETTER**

December 06, 2017

Mr. Kenneth Naylor
Sailboat Bend II, Ltd.
c/o Atlantic Pacific Communities, LLC
2950 SW 27th Avenue
Suite 200
Miami, Florida 33133

**Re: *Sailboat Bend Apartments II – 110 units
Fort Lauderdale, Broward County, Florida***

Dear Mr. Naylor:

We are pleased to advise you that we have preliminarily approved an equity investment in Sailboat Bend II, Ltd., a Florida Limited Partnership, which will own and operate a 110-unit mixed-income housing community to be known as Sailboat Bend Apartments II, located in Fort Lauderdale, Florida. This preliminary commitment for construction and permanent financing is made based upon the financial information provided to us in support of your request, and under the following terms and conditions:

Investment Entity: Sailboat Bend II, Ltd., a Florida Limited Partnership (the "Partnership"), with APC Sailboat Bend II, LLC, as Co-General Partner with a .0049% ownership interest; with HEF-Sailboat Bend II, Inc., as Co-General Partner with a .0051% ownership interest, and Wells Fargo Bank ("Wells Fargo") as Limited Partner with a 99.99% ownership interest in the Partnership.

<i>Annual Housing Credit Allocation:</i>	\$ 2,561,000
<i>Housing Credits Purchased:</i>	\$25,607,439 (\$25,610,000 x 99.99 %)
<i>Syndication Rate:</i>	\$0.98
<i>Net Capital Contribution:</i>	\$25,095,290*Rounded to the nearest dollar
<i>Equity Proceeds Paid Prior to Construction Completion:</i>	\$16,730,176

Pay-In Schedule:

Funds available for Capital Contribution #1:
\$8,365,088 to be paid prior to or simultaneously with the closing of the construction financing.

Funds available for Capital Contribution #2:
\$8,365,088 prior to construction completion.

Equity Proceeds Paid Concurrent With Stabilization:

\$8,365,114

Obligations of the General Partners and Guarantor(s):

Operating Deficit Guaranty: The General Partners and Guarantors agree to provide unlimited operating deficit loans to the Partnership during the tax credit compliance period.

Development Completion Guaranty: The General Partners and Guarantors will guarantee completion of construction of the Project substantially in accordance with plans and specifications approved by Wells Fargo, including, without limitation, a guaranty: (i) to pay any amounts needed in excess of the construction loan and other available proceeds to complete the improvements; (ii) of all amounts necessary to achieve permanent loan closing; and (iii) to pay any operating deficits prior to the conclusion of Project construction.

Credit Adjusters: The Partnership will provide that, if in any year actual credits are less than projected credits, then the Limited Partner shall be owed an amount necessary to preserve its anticipated return based on the projected credit.

The obligations of the Partnership shall be guaranteed by Howard D. Cohen Revocable Trust, the entity receiving the developer fee and any such other entity/individual deemed appropriate following Wells Fargo due diligence review.

Incentive Mgmt. Fee:

50%.

Obligations of the General Partners and Guarantor(s):

Operating Deficit Guaranty: The General Partners and Guarantors agree to provide unlimited operating deficit loans to the Partnership during the tax credit compliance period.

Development Completion Guaranty: The General Partners and Guarantors will guarantee completion of construction of the Project substantially in accordance with plans and specifications approved by Wells Fargo, including, without limitation, a guaranty: (i) to pay any amounts needed in excess of the construction loan and other available proceeds to complete the improvements; (ii) of all amounts necessary to achieve permanent loan closing; and (iii) to pay any operating deficits prior to the conclusion of Project construction.

Credit Adjusters: The Partnership will provide that, if in any year actual credits are less than projected credits, then the Limited Partner shall be owed an amount necessary to preserve its anticipated return based on the projected credit.

The obligations of the Partnership shall be guaranteed by Howard D. Cohen and Howard D. Cohen Revocable Trust, the entity receiving the developer fee and any such other entity/individual deemed appropriate following Wells Fargo due diligence review.

Cash Flow Split :

Cash Flow to the Partnership shall be distributed as follows:

- a. To Wells Fargo in payment of any amounts due as a result of any unpaid Credit Adjuster Amount.
- b. To Wells Fargo in payment of Asset Management Fees or any unpaid Asset Management Fee,
- c. 99.99% to Wells Fargo,
- d. To the payment of any Deferred Developer Fee,
- e. The balance, 100% to the General Partners

Residual Split:

Any gain upon sale or refinancing shall be distributed as follows:

- a. To Wells Fargo in payment of any amounts due because the Actual Credit is less than the Projected Credit, or there has been a recapture of Credit.
- b. To the payment of any unpaid LP Asset Management Fee.
- c. To the Limited Partner in an amount equal to the capital contributions.
- d. The balance of available cash for distribution, 0.01% to the General Partners and 99.99% to the Limited Partner.

Replacement Reserves:

\$300/unit/year increasing 3% annually.

Asset Management Fee:

\$5,000 per year increasing 3% annually.

Other Terms and Conditions:

1) Successful award and allocation of low income housing tax credits from the Florida Housing Finance Corporation.

2) Prior to closing, the General Partners must have a firm commitment for fixed-rate permanent first mortgage financing with terms, conditions and Lender acceptable to the Limited Partner.

3) Prior to closing, the General Partners must have firm commitments for all fixed-rate subordinate financing with terms, conditions and Lender acceptable to the Limited Partner.

4) Receipt, review, and approval of the appraisal with incorporated market study, environmental and geological reports, plans and specifications, contractor and such other conditions which are customary and reasonable for an equity investment of this nature and amount.

December 06, 2017

Page 5

Please note that Wells Fargo does not charge syndication, consulting, legal, or other costs so 100% of the aforementioned equity is invested in the Partnership. Furthermore, pricing is based upon current and anticipated federal and state laws including federal and state corporate income tax rates and other tax laws, rules and regulations (all collectively, the "Laws"), current and anticipated yield requirements (the "Yield Requirements"), and current and anticipated cost of funds (the "Cost of Funds"). Any proposed or actual modifications to such Laws, Yield Requirements, Cost of Funds, and any changes regarding our or the LIHTC industry's expectations regarding potential tax or other legislative reforms, could affect pricing and the terms herein. In addition, this equity investment is subject to verification of project information, completion of our underwriting, due diligence, documentation, a fully negotiated Partnership Agreement, and Wells Fargo credit approval.

This preliminary commitment will expire on June 30, 2018 if not extended by Wells Fargo. Wells Fargo wishes to thank you for the opportunity to become investment partners.

Sincerely,



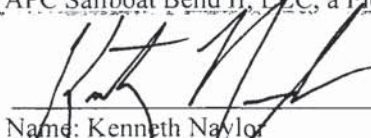
Neal C. Deaton
Senior Vice President
Wells Fargo Bank, N.A.
Community Lending & Investment
301 South College Street
Mail Code: D1053-170
Charlotte, NC 28288
Office: (704) 383-9524
Mobile: (704) 458-1633
neal.deaton@wellsfargo.com

Agreed and Accepted this Day:

By: Sailboat Bend II, Ltd., a Florida limited partnership

By: APC Sailboat Bend II, LLC, a Florida limited liability company as its Managing General Partner

By: _____



Date: 12/6/17

Name: Kenneth Naylor

Title: Secretary of the Managing General Partner

Attachment

18

Not Applicable

Attachment

19

Wells Fargo Community Lending and Investment
301 South College Street
Charlotte, NC 28288-5640



Wells Fargo Community
Lending and Investment

**WELLS FARGO
LOAN COMMITMENT AGREEMENT
FOR CONSTRUCTION AND PERMANENT FINANCING**

December 06, 2017

Mr. Kenneth Naylor
Sailboat Bend II, Ltd.
c/o Atlantic Pacific Communities, LLC
2950 SW 27th Avenue
Suite 200
Miami, Florida 33133

**Re: *Sailboat Bend Apartments II – 110 units
Fort Lauderdale, Broward County, Florida***

Dear Mr. Naylor:

We are pleased to advise you of the terms of construction period loan and permanent loan for the above referenced development. This letter is made based upon the financial information and projections provided to us in support of your loan application, and under the following terms and conditions:

Borrower: Sailboat Bend II, Ltd., a Florida limited partnership.

Guaranty: The unconditional joint and several guaranty of payment and performance of the construction loan and permanent loan (described below) by Howard D. Cohen Revocable Trust, the entity receiving the developer fee and any such other entity/individual deemed appropriate following Wells Fargo due diligence review. The permanent loan (described below) is non-recourse.

Loan Amount: Construction - \$ 20,000,000
Permanent - \$ 4,532,131

Interest Rate: Construction - 30 Day LIBOR plus 225 basis points a floor of 4.50% and a rate fixed at closing.
Permanent - 10-year treasury plus 300 basis points with a floor of 6.50% and a rate fixed at closing.

The construction debt was underwritten at 4.50% interest. The permanent debt was underwritten at 6.50% interest. Actual rate may be negotiated by the payment of additional points set at closing.

Repayable: Construction - Interest only payable monthly.
Permanent - Principal and interest payable monthly

Term: Construction - 24 months
Permanent - 18 years
Amortization - 35 years

Commitment Fee: 1.0% of the Construction loan payable at closing.
1.0% of the Permanent loan payable at closing.

Security: Construction and Permanent - A first mortgage lien on the above proposed development.

Conditions to Funding Construction Loan:

Successful award and allocation of annual low income housing tax credits from the Florida Housing Finance Corporation.

Complete plans and specifications.

Firm cost estimates with Wells Fargo's independent analysis.
Appraisal acceptable to Wells Fargo.

Soils analysis and environmental report acceptable to Wells Fargo.

The general contractor and the construction contract shall be subject to approval by Wells Fargo.

Such other conditions which are customary and reasonable for a loan of this nature and amount.

Conditions to Funding Permanent Loan:

Construction of the project is 100% complete.

Property has reached stabilized occupancy for at least 90 days.

All certificates of occupancy have been issued and remain in effect.

A final allocation of low-income housing tax credits has been received.

Such other conditions which are customary and reasonable for a loan of this nature and amount.

December 06, 2017
Page 3 of 3

All third-party beneficiary rights are expressly negated. No person who is not a party to this letter shall have or enjoy any rights under this letter. No change, amendment or modification of this letter shall be valid unless made in writing, addressed to the Borrower and signed by a duly authorized officer of Wells Fargo.

This letter will expire on June 30, 2018 if not extended by Wells Fargo.

Wells Fargo wishes to thank you for the opportunity to provide financing for the development, and we look forward to closing this transaction.

Sincerely,



Neal C. Deaton
Senior Vice President
Wells Fargo Bank, N.A.
Community Lending & Investment
301 South College Street
Mail Code: D1053-170
Charlotte, NC 28288
Office: (704) 383-9524
Mobile: (704) 458-1633
neal.deaton@wellsfargo.com

Agreed and Accepted this Day:

By: Sailboat Bend II, Ltd., a Florida limited partnership

By: APC Sailboat Bend II, LLC, a Florida limited liability company as its Co-General Partner

By: _____

Name: Kenneth Naylor

Title: Secretary of the General Partner

Date: 12/6/17

Attachment

20

Housing Authority of the City of Fort Lauderdale

November 14, 2017

Kenneth Naylor
Atlantic Pacific Communities, LLC
2950 SW 27th Avenue, Suite 200
Miami, FL 33133

RE: Sailboat Bend Apartments II, Florida
Financing Commitment

Dear Mr. Naylor:

The Housing Authority of the City of Fort Lauderdale (the "Lender") offers to make a subordinate construction and permanent loan ("Loan") to Sailboat Bend II, Ltd. (the "Borrower"), a Florida limited partnership, in connection with the construction of Sailboat Bend Apartments II, a 110-unit elderly property located at 437 SW 4th Avenue, Fort Lauderdale, Florida (the "Property").

The purpose of the loan is to fund an affordable housing development located at 437 SW 4th Avenue and to be used for the construction of 110 units of affordable rental housing plus related amenities, together with other improvement, fixtures and structures (the "**Project**"). This loan commitment is made upon the following terms and conditions:

Construction Loan Amount: \$4,300,000

Term: 30 months.

Interest Rate: 0.00%

Amortization: None.

Permanent Loan Amount: \$4,300,000

Term: 30 years.

Interest Rate: Compounded annual interest at the long term applicable federal rate in effect for the month in which the construction financing closing occurs.

Amortization: None.

Payment: Annual interest payments only based on available cash flow. All principal and accrued interest will be due the earlier of 1) the sale or refinancing of the property or 2) at maturity.

Conditions: This loan is conditioned upon an award of Low Income Housing Tax Credits under RFA 2017-113.

The Loan will be nonrecourse and will be secured by a subordinate mortgage on the fee or long-term leasehold interest of the Borrower in the Property.

It is the intention of the Lender to close this Loan simultaneous with the admission of the Borrower's investor limited partner, and closing of the first mortgage loan.

The Borrower anticipates entering into a loan agreement and related documents with the Lender at closing.

Subordination: Lender shall consent to the subordination of its Loan to any other mortgages associated with the project financing.

This commitment will expire December 31, 2019 unless extended by Lender.

If you have any questions please do not hesitate to contact me.

Sincerely yours,

Housing Authority of the City of Fort Lauderdale



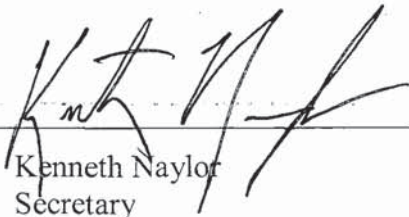
Date: 11/27/2017

By: Tam English
Its: Executive Director

Agreed to and accepted by:

Sailboat Bend II, Ltd., a Florida limited partnership

By: APC Sailboat Bend II, LLC, a Florida limited liability company
Its managing general partner



Date: 11/27/2017

By: Kenneth Naylor
Its: Secretary

EXHIBIT

J



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#17-1440

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Lee R. Feldman, ICMA-CM, City Manager

DATE: December 19, 2017

TITLE: Resolution Authorizing Affordable Housing Funding Request and Authority
to Sign the Local Government Contribution Loan Form and Execute Loan
Documents for Sailboat Bend Apartments II - \$783,250

Recommendation

It is recommended that the City Commission approve a loan of \$783,250 in support an application for low-income housing tax credits and authorize the City Manager to sign the Local Government Contribution Loan Form and execute loan documents for Sailboat Bend Apartments II.

Background

A development partnership of Atlantic/Pacific Communities and the Housing Authority of the City of Fort Lauderdale intends to respond to a request for applications for low-income housing tax credits available through the Florida Housing Finance Corporation. The partnership proposes a new development consisting of a 9-story, 110-unit project on the site next to the existing Sailboat Bend apartment building. The application for tax credits is due on December 28, 2017. Securing low-income housing tax credits from the Florida Housing Finance Corporation is a highly competitive process and each application is submitted with the hopes of obtaining a favorable score for funding. An application may receive points if it is able to demonstrate local government support in the form of a cash loan or grant.

The partnership is requesting a loan in the amount of \$783,250 for the project. The proposed loan would be non-amortizing for a 15-year period, with interest applied at the Long Term Applicable Federal Rate (2.60% as of 11/17) with no penalty for pre-payment. The loan would be guaranteed by a Single Purpose Entity formed by the Housing Authority of Fort Lauderdale. Loan repayment will be guaranteed by a cash deposit by the Housing Authority with a Single Purpose Entity as an escrow account in favor of the City during the term of the loan until repayment is made. The City will disburse funds for the loan within 90-days of project completion, which is estimated during the mid-2020's.

If the partnership is successful in obtaining tax credits for the project the City Manager will negotiate and execute the appropriate loan documents. A closing date would be consistent with the timeframe requested to disburse funds in the early or mid-2020's.

Resource Impact

There is no resource impact in FY 2018.

The entire loan amount of \$783,250 is projected to come from an undesignated revenue source. Since the loan funds are not needed until 2020, funds will be made available with approval of the proper budget and appropriation approvals, contingent upon award of low-income housing tax credits.

Strategic Connections

This item is a *Press Play Fort Lauderdale Strategic Plan 2018* initiative, included within the Neighborhood Enhancement Cylinder of Excellence, specifically advancing:

- Goal 6: Be an inclusive community made up of distinct, complementary, and diverse neighborhoods.
- Objective 2: Ensure a range of housing options for current and future neighbors.

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Community*.

Attachments

Exhibit 1 – Sailboat Bend II Funding Request

Exhibit 2 – Local Verification Form

Exhibit 3 – Site Plan, Rendering and Location Map

Exhibit 4 – Resolution

Prepared by: Al Battle Jr., Deputy Director - Department of Sustainable Development

Department Director: Anthony Greg Fajardo, Department of Sustainable Development



November 17, 2017

Lee Feldman, City Manager - ICMA – CM
Office of the City Manager
City Hall
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

RE: City of Fort Lauderdale Request for Funding - FHFC Request For Application 2017-113

Dear Mr. Feldman:

Atlantic|Pacific Communities is seeking to develop 110 elderly affordable housing residences on a site owned by the Housing Authority of the City Fort Lauderdale at 437 SW 4th Avenue. In order to obtain financing for the development, we are requesting a loan in support of our tax credit application to the Florida Housing Finance Corporation (“FHFC”).

Under the current FHFC rules, the Applicant must demonstrate local government support of the development through a local government contribution in order to be competitive. This contribution may be in the form of cash loans and/or cash grants, as outlined below. The FHFC will only award points to a proposed Development where a jurisdiction has contributed cash loans and/or cash grants for a proposed Development in an amount sufficient to qualify for these points. For RFA 2017-113 the local government contribution amount required is \$783,250.

In order to meet the above requirements, Atlantic|Pacific Communities and the Housing Authority of the City of Fort Lauderdale propose the following terms to qualify for FHFC’s local government contribution:


- The City of Fort Lauderdale would provide a loan in the amount of \$783,250 for the financing of Sailboat Bend Apartments II. The source of these funds could include a combination of the City’s Affordable Housing Trust Funds and general revenue funds.
- The loan would be a non-amortizing loan with a term of 15 years, bear interest at the Long Term Applicable Federal Rate (2.60% as of November 2017), and have no prepayment penalty.
- The loan would be secured with a repayment guaranty provided by a Single Purpose Entity (SPE) formed by the Housing Authority of the City of Fort Lauderdale. As a condition of funding the loan, the Housing Authority would deposit \$783,250 with the guarantor SPE to secure the loan. This net worth and liquidity would be maintained until full repayment of the City’s loan.
- The loan would fund within 90 days of completion of the project (estimated 2nd quarter 2020).



If your City is supportive of this request, we envision the next steps to include the City of Fort Lauderdale authorizing the appropriate individual to sign the Florida Housing Finance Corporation Local Government Verification of Contribution Loan Form (**Attachment A**) upon approval by the Fort Lauderdale City Commission. After successful award of tax credits, the City, Atlantic|Pacific Communities, and the Housing Authority of the City of Fort Lauderdale would negotiate the loan documents. Atlantic|Pacific Communities and the Housing Authority of the City of Fort Lauderdale would close on the \$783,250 loan at financial closing of the project with funding to occur within 90 days of construction completion.

We appreciate your consideration of our request and if you have any questions please do not hesitate to contact me at 305-357-4700.

Respectfully,



Kenneth Naylor
Chief Operating Officer

Attachment A: FHFC Local Government Verification of Contribution – Loan Form

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM**

Name of Development: Sailboat Bend Apartments II

Development Location: 437 SW 4th Avenue, Fort Lauderdale, FL 33315

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

The City/County of Fort Lauderdale, commits \$ 783,250.00 (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The value of the contribution based on the difference between the face amount of the above-referenced loan and the net present value of its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$ N/A.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

Signature

Print or Type Name

Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM**

Name of Development: Sailboat Bend Apartments II

Development Location: 437 SW 4th Avenue, Fort Lauderdale, FL 33315

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

The City/County of Fort Lauderdale, commits \$ 783,250.00 (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The value of the contribution based on the difference between the face amount of the above-referenced loan and the net present value of its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$ N/A.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

Signature

Print or Type Name

Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

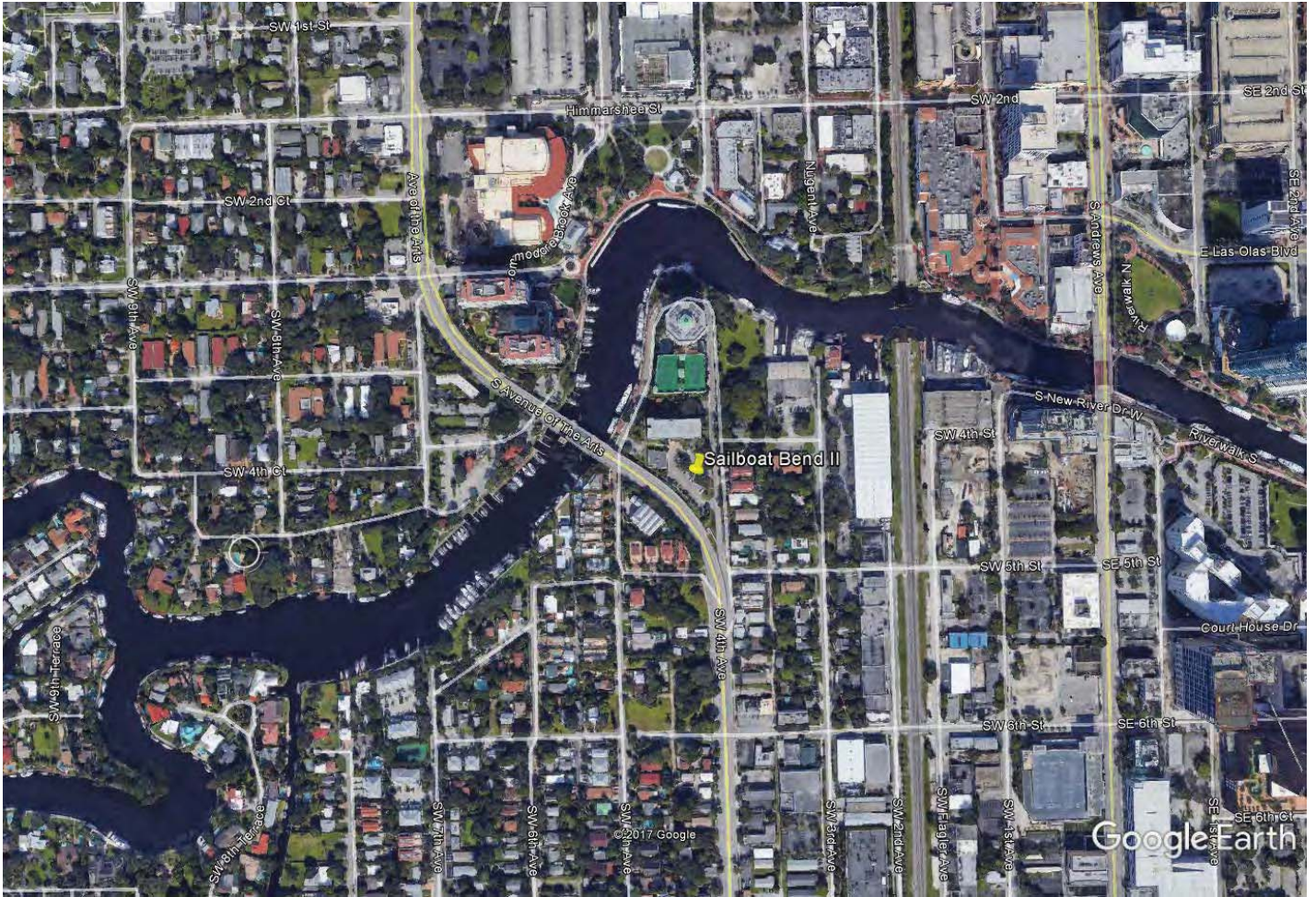
**EXISTING BUILDING:
105 UNITS
7 STORIES**

**PROPOSED BUILDING:
110 UNITS
9 STORIES**



**ILLUSTRATIVE SITE PLAN
SAILBOAT BEND II APTS
FORT LAUDERDALE, FLORIDA**







RESOLUTION NO. 17-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING A LOAN IN THE AMOUNT OF SEVEN HUNDRED EIGHTY THREE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$783,250.00) TO SUPPORT THE CONSTRUCTION, DEVELOPMENT AND OPERATION OF THE SAILBOAT BEND APARTMENTS II; AUTHORIZING EXECUTION OF FLORIDA HOUSING FINANCE CORPORATION LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION-LOAN FORM AND ANY AND ALL OTHER DOCUMENTS OR INSTRUMENTS NECESSARY OR INCIDENTAL TO CONSUMMATION OF THE TRANSACTION; DELEGATING AUTHORITY TO THE CITY MANAGER TO NEGOTIATE AND EXECUTE SAID DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Atlantic/Pacific Communities is seeking to develop Sailboat Bend Apartments II which shall consist of One Hundred and Ten (110) residences on real property owned by the Housing Authority of the City of Fort Lauderdale (the "Project"); and

WHEREAS, Atlantic/Pacific Communities intends to file an application with Florida Housing Finance Corporation for low-income tax credits to finance development of the Project; and

WHEREAS, Atlantic/Pacific Communities in partnership with the Housing Authority of Fort Lauderdale has requested local support for the Project from the City of Fort Lauderdale; and

WHEREAS, the City Commission finds that construction of affordable housing for qualified residents serves a public purpose; and

WHEREAS, Section 4.01(b) of the Charter of the City of Fort Lauderdale, Florida provides that pursuant to resolution, the execution of certain instruments may be delegated to another person.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE;

SECTION 1. Provided funds are budgeted, appropriated and approved by the City Commission and provided the Project receives an allocation of tax credits from the Florida Housing Finance Corporation, the City Commission hereby approves a loan in the amount of Seven Hundred Eighty Three Thousand Two Hundred Fifty and No/100 Dollars (\$783,250.00) in support of the Project (the "Loan"), subject to repayment of the Loan in accordance with the terms and conditions of the Letter dated November 17, 2017 from Atlantic/Pacific Communities which is incorporated in this Resolution by reference and attached hereto as Exhibit "A".

SECTION 2. That the City Manager is hereby delegated authority to execute and deliver Florida Housing Finance Corporation Local Government Verification of Contribution-Loan Form and any and all other documents or instruments necessary or incidental to consummation of the transaction (collectively, the "Loan Documents") without further action or approval of this body and to the extent necessary to negotiate repayment terms of the Loan, including designating the use of funds.

SECTION 3. That execution of the Loan Documents shall be subject to the approval and consent of the City Manager and the City Attorney.

SECTION 4. That this Resolution shall be in full force and effect immediately upon and after its passage.

Adopted this _____ day of _____, 2017.

ATTEST:

Mayor
JOHN P. "JACK" SEILER

City Clerk
JEFFREY A. MODARELLI

EXHIBIT "A"



November 17, 2017

Lee Feldman, City Manager - ICMA – CM
Office of the City Manager
City Hall
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

RE: City of Fort Lauderdale Request for Funding - FHFC Request For Application 2017-113

Dear Mr. Feldman:

Atlantic|Pacific Communities is seeking to develop 110 elderly affordable housing residences on a site owned by the Housing Authority of the City Fort Lauderdale at 437 SW 4th Avenue. In order to obtain financing for the development, we are requesting a loan in support of our tax credit application to the Florida Housing Finance Corporation ("FHFC").

Under the current FHFC rules, the Applicant must demonstrate local government support of the development through a local government contribution in order to be competitive. This contribution may be in the form of cash loans and/or cash grants, as outlined below. The FHFC will only award points to a proposed Development where a jurisdiction has contributed cash loans and/or cash grants for a proposed Development in an amount sufficient to qualify for these points. For RFA 2017-113 the local government contribution amount required is \$783,250.

In order to meet the above requirements, Atlantic|Pacific Communities and the Housing Authority of the City of Fort Lauderdale propose the following terms to qualify for FHFC's local government contribution:


- The City of Fort Lauderdale would provide a loan in the amount of \$783,250 for the financing of Sailboat Bend Apartments II. The source of these funds could include a combination of the City's Affordable Housing Trust Funds and general revenue funds.
- The loan would be a non-amortizing loan with a term of 15 years, bear interest at the Long Term Applicable Federal Rate (2.60% as of November 2017), and have no prepayment penalty.
- The loan would be secured with a repayment guaranty provided by a Single Purpose Entity (SPE) formed by the Housing Authority of the City of Fort Lauderdale. As a condition of funding the loan, the Housing Authority would deposit \$783,250 with the guarantor SPE to secure the loan. This net worth and liquidity would be maintained until full repayment of the City's loan.
- The loan would fund within 90 days of completion of the project (estimated 2nd quarter 2020).



If your City is supportive of this request, we envision the next steps to include the City of Fort Lauderdale authorizing the appropriate individual to sign the Florida Housing Finance Corporation Local Government Verification of Contribution Loan Form (**Attachment A**) upon approval by the Fort Lauderdale City Commission. After successful award of tax credits, the City, Atlantic|Pacific Communities, and the Housing Authority of the City of Fort Lauderdale would negotiate the loan documents. Atlantic|Pacific Communities and the Housing Authority of the City of Fort Lauderdale would close on the \$783,250 loan at financial closing of the project with funding to occur within 90 days of construction completion.

We appreciate your consideration of our request and if you have any questions please do not hesitate to contact me at 305-357-4700.

Respectfully,



Kenneth Naylor
Chief Operating Officer

Attachment A: FHFC Local Government Verification of Contribution – Loan Form

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM**

Name of Development: Sailboat Bend Apartments II

Development Location: 437 SW 4th Avenue, Fort Lauderdale, FL 33315

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

The City/County of Fort Lauderdale, commits \$ 783,250.00 (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The value of the contribution based on the difference between the face amount of the above-referenced loan and the net present value of its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$ N/A.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

Signature

Print or Type Name

Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

EXHIBIT

K

SAILBOAT BEND

FT. LAUDERDALE, BROWARD COUNTY, FLORIDA

HOUSING AUTHORITY OF FORT LAUDERDALE

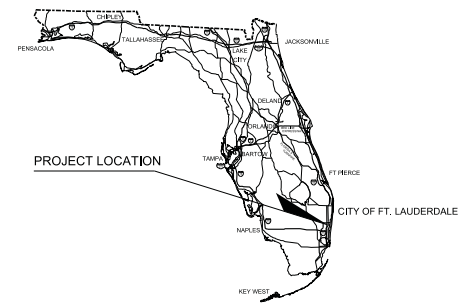
INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
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ZM-1	ZONING MAP
LU-1	LAND USE MAP
PL-1	PLAT
SV-1	SURVEY
SP-1	SITE PLAN
A-0.1	CONTEXT IMAGES
A-1.00	SITE/ GROUND FLOOR PLAN
A-1.01	SECOND FLOOR PLAN
A-1.02	THIRD FLOOR
A-1.03	FOURTH FLOOR
A-1.04	FIFTH FLOOR
A-1.05	TYPICAL ENVELOPE FLOOR PLAN
A-1.06	ROOF PLAN
R-1.00	RENDERINGS
R-1.01	RENDERING
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R-1.03	RENDERING
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A-2.02	COLOR ELEVATIONS
A-3.00	ENLARGE FLOOR GROUND ELEVATION
L-100	EXISTING TREE PLAN
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CE-1	CONCEPTUAL ENGINEERING PLAN
PDD-1	PAVING AND DRAINAGE DETAILS
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PH-1	PHOTOMETRICS PLAN
SS-1	STAGE STORAGE PLAN



LOCATION MAP
SECTION 10 / TOWNSHIP 50 S / RANGE 42 E

SITE PLAN



LEGAL DESCRIPTION

A PORTION OF LOTS 6 THROUGH 12 AND LOTS 20 THROUGH 28, SAILBOAT BEND, AS RECORDED IN PLAT BOOK 21, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 10; THENCE ON AN ASSUMED BEARING SOUTH ALONG THE WEST LINE OF SAID LOT 10 A DISTANCE OF 16.80 FEET; THENCE S 54°58'25" E, A DISTANCE OF 128.76 FEET TO A POINT OF CURVATURE TO A TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A CENTRAL ANGLE OF 28°47'15" AND A RADIUS OF 585.67 FEET FOR AN ARC DISTANCE OF 294.26 FEET TO A POINT ON A NON-TANGENT LINE; THENCE NORTH ALONG THE EAST LINE OF LOTS 20 THROUGH 28, LOTS 7 AND 8, A DISTANCE OF 474.63 FEET; THENCE WEST A DISTANCE OF 204.72 FEET; THENCE S 20°01'55" W ALONG THE WEST LINE OF LOTS 6 AND 7, A DISTANCE OF 62.09 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S 33°23'55" W ALONG THE WEST LINE OF LOT 8 AND 9, A DISTANCE OF 125.16 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

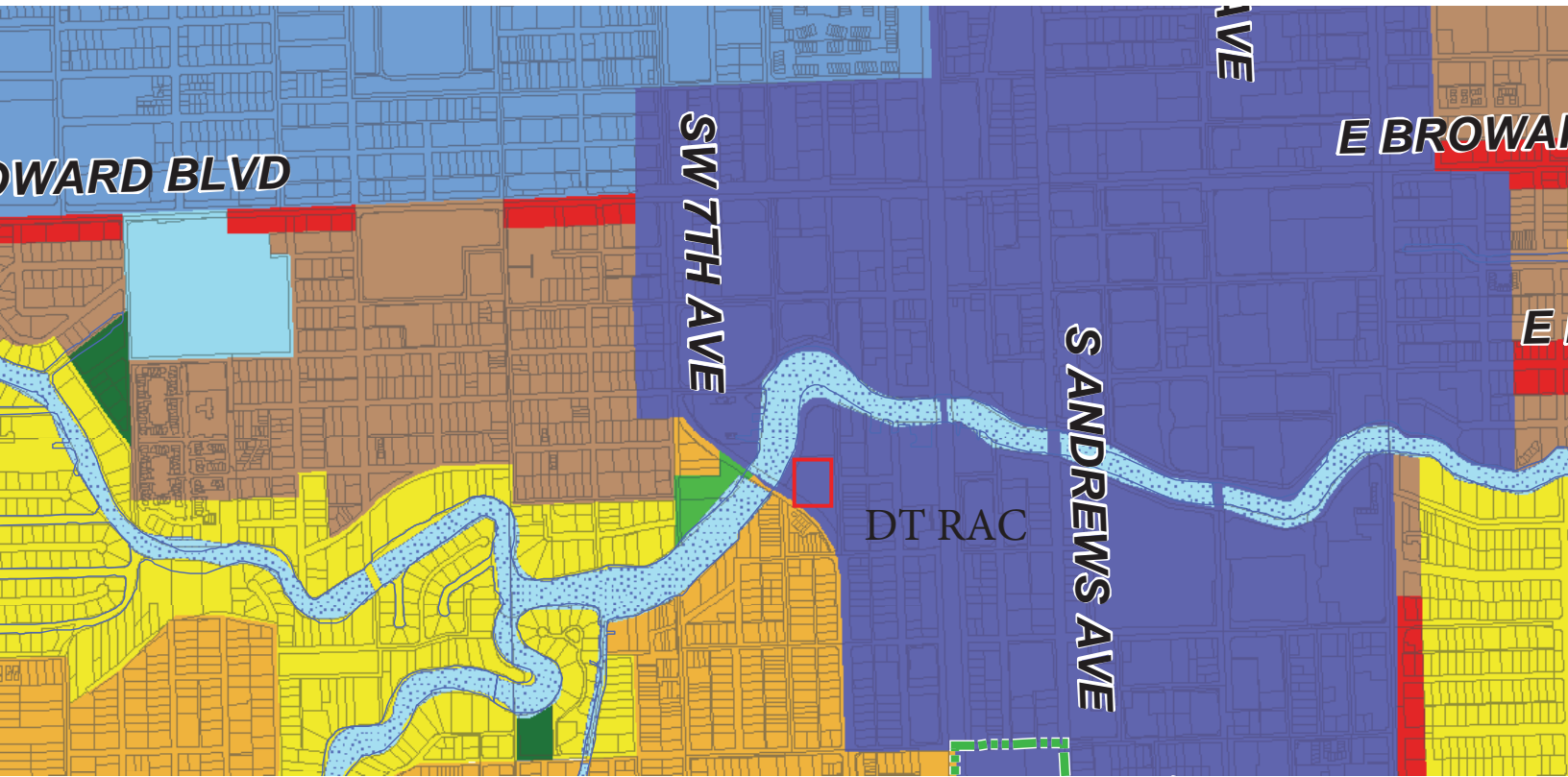


HSQ GROUP, INC.
Engineers - Planners - Surveyors
1489 West Palmetto Park Road, Suite 340
Boca Raton, Florida 33486 • 561.392.0221
CA26258 • LB7924

ENGINEER'S CERTIFICATION
THESE PLANS WERE PREPARED UNDER MY DIRECTION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE PRECEPTS OF THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS AS ADOPTED BY THE STATE OF FLORIDA LEGISLATURE, CHAPTER 72-209 F.S.

Date: 02/22/2017	Sheet
Author/Rev: JAY HUBBARD	
Registered Engineer Number: 54633	
State of Florida	

2/22/2017 10:52:58 AM \\BROWARD\GIS\Projects\1205-18\1205-18_CS-1.dwg



MORTGAGE HOLDERS

We, the holders of a mortgage on this property, hereby approve the subdivision of said land as shown on this plat.

R. Carl Hancock *L. M. Miles*
Caroline O'Neil *Priscilla M. Miles*
 WITNESSES

DESCRIPTION

All of Lots 1 to 23, inclusive, of Block 37, and including all of the alleyway in Block 37, according to the plat of the TOWN OF FOOT LAUDERDALE, as recorded in Plat Book 21, page 40, of the public records of Dade County, Florida, said lands being located in the City of Fort Lauderdale, Broward County, Florida.

SURVEYOR'S CERTIFICATE

I hereby certify that I have made a survey of the herein described lands and that permanent reference monuments were set as shown on attached plat, and that said plat is true and correct to the best of my knowledge and belief.

Maurice E. Berry
MAURICE E. BERRY
 SURVEYOR
 108 N. 20th St.
 FORT LAUDERDALE, FLORIDA

CITY PLANNING BOARD

I hereby certify that this plat was approved by the City Planning Board of Fort Lauderdale, Florida, by Resolution adopted this 26th day of July, A.D. 1945.

J. J. ...
 SECRETARY

CITY ENGINEER

This plat approved for record this 30th day of August, A.D. 1945.

J. J. ...
 CITY ENGINEER
 File No. Eng. No. 1704

CITY CLERK'S CERTIFICATE

I hereby certify that this plat was approved and accepted for record by the City Commission of Fort Lauderdale, Florida, by Ordinance No. 119 adopted by said City Commission on the 25th day of August, A.D. 1945, and that by said Ordinance the said City Commission did locate and abandon and close to public use all that alley located in Block 37, of the Town of Fort Lauderdale, according to plat recorded in Plat Book 21, page 40, of the public records of Dade County, Florida.

In Witness Whereof I hereunto set my hand and affix the corporate seal of the said City, in the said City on this 27th day of August, A.D. 1945.

H. C. ...
 Acting City Clerk

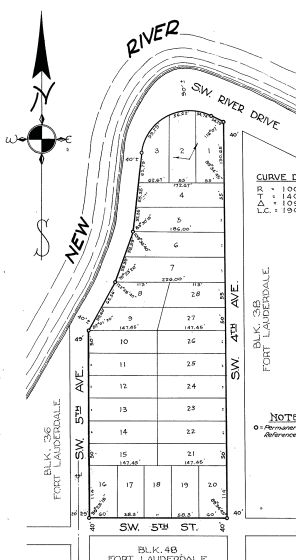
COUNTY COMMISSION

This plat was approved and accepted for record by Resolution, passed and adopted by the Board of County Commissioners of Broward County, Florida, this 16th day of Oct., A.D. 1945.

ATTEST: *Ted Cabot*
TED CABOT
 Clerk of Circuit Court

APPROVED: *H. C. Davis*
H. C. DAVIS, COUNTY ENGINEER
 State Registry # 48

SAILBOAT BEND
FORT LAUDERDALE, FLORIDA



CURVE DATA

R	100.00'
Δ	143.71'
L	103.71'
L	195.65'

NOTE:
 * Permanent Reference Monument

CIRCUIT COURT CLERK'S CERTIFICATE

Filed for Record this 19th day of Oct., A.D. 1945, in Plat Book 21, page 9, of the Public Records of Broward County, Florida. This plat complies with the provisions of Chapter 10275 (No. 25), Laws of the State of Florida.

ATTEST: *Ted Cabot*
TED CABOT
 Clerk of Circuit Court
 BY: *W. ...*
 DEPUTY

DEDICATION

STATE of *Michigan*
 COUNTY of *Cass*
 KNOW ALL MEN BY THESE PRESENTS THAT: WALTER C. PEAK and LILLIAN G.H. PEAK, his wife, have caused this plat to be made and known as "SAILBOAT BEND". We hereby dedicate to the public the Alley shown hereon, for proper purposes, reserving to ourselves, our heirs, successors and assigns the reversion thereof whenever discontinued by law. Witness our hands and seals this 7th day of August, A.D. 1945.

Walter C. Peak *Lillian G.H. Peak*
 WALTER C. PEAK
 LILLIAN G.H. PEAK
 WITNESSES: *...*

ACKNOWLEDGMENT

STATE of *Michigan*
 COUNTY of *Cass*
 Before me this day personally appeared WALTER C. PEAK and LILLIAN G.H. PEAK, his wife, to me well known to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same freely and voluntarily. On a separate and private examination taken and made by and before me the said Lillian G.H. Peak, known to me to be the wife of the said Walter C. Peak, did acknowledge that she executed the same freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband. Witness my hand and Official Seal this 7th day of August, A.D. 1945.

MY COMMISSION EXPIRES: *September 24-1946*
James C. Blair
 NOTARY PUBLIC

DEDICATION

STATE OF FLORIDA) S.S.
 COUNTY OF BROWARD) S.S.
 KNOW ALL MEN BY THESE PRESENTS THAT: WEN MILLIGAN and MILDRED MILLIGAN, his wife, have caused this plat to be made and known as "SAILBOAT BEND". We hereby dedicate to the public the Alley shown hereon, for proper purposes, reserving to ourselves, our heirs, successors and assigns the reversion thereof whenever discontinued by law. Witness our hands and seals this 25th day of July, A.D. 1945.

Wen Milligan *Mildred Milligan*
 WEN MILLIGAN
 MILDRED MILLIGAN
 WITNESSES: *...*

ACKNOWLEDGMENT

STATE OF FLORIDA) S.S.
 COUNTY OF BROWARD) S.S.
 Before me this day personally appeared WEN MILLIGAN and MILDRED MILLIGAN, his wife, to me well known to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same freely and voluntarily. On a separate and private examination taken and made by and before me the said Mildred Milligan, known to me to be the wife of the said Wen Milligan, did acknowledge that she executed the same freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband. Witness my hand and Official Seal this 25th day of July, A.D. 1945.

MY COMMISSION EXPIRES: *May 5, 1947*
Arthur ...
 NOTARY PUBLIC

M. E. BERRY
 SURVEYOR - AERIAL PHOTO - MAPS
 108 N. 20th Ave.
 FORT LAUDERDALE, FLORIDA



1. SOUTH AVENUE OF THE ARTS



2. SOUTH AVENUE OF THE ARTS



3. 491 SW 4TH AVENUE



4. 489 SW 4TH AVENUE



5. 453 SW 4TH AVENUE



6. 417 SW 4TH AVENUE



7. 419 SW 4TH AVENUE



19. SOUTH AVENUE OF THE ARTS



AERIAL VIEW
SCALE: N.T.S.



18. 453 SW 5TH AVENUE (BRIDGE VIEW)



17. 419 SW 5TH AVENUE (BRIDGE VIEW)



16. 427 SW 5TH AVENUE (CANAL VIEW)



15. 427 SW 5TH AVENUE (BRIDGE VIEW)



14. 427 SW 5TH AVENUE



13. 387 SW 5TH AVENUE



12. 343 SW 5TH AVENUE



8. 413 SW 4TH AVENUE



9. 401 SW 4TH AVENUE



10. 311 SW 5TH AVENUE



11. 323 SW 5TH AVENUE



CORWIL ARCHITECTS
4070 LAGUNA ST., CORAL GABLES FL 33146
TEL: (305) 441-0021 FAX: (305) 441-7883

PROJECT:
SAILBOAT BEND II
FORT LAUDERDALE,
FLORIDA

OWNER:
ATLANTIC PACIFIC
COMMUNITIES
2900 SW 27TH AVENUE, SUITE 200
MIAMI, FLORIDA - 33133

CONTEXT IMAGES

PHASE:
DRC SUBMITTAL

REVISIONS:

SCALE:

DATE: 06/09/17

JOB NO: 2015-19

DRAWN BY: CLM/A

APPROVED BY: AMC

DATE: 2015-19

ISSUED DATE:

SHEET NUMBER:

A-0.1



CORWILARCHITECTS
4010 LAGUNA ST., CORAL GABLES FL 33146
TEL: (305) 442-2215 FAX: (305) 442-7263

PROJECT:
SAILBOAT BEND II
FORT LAUDERDALE, FLORIDA

OWNER:
ATLANTIC PACIFIC COMMUNITIES
2900 SW 27TH AVENUE, SUITE 200
MAAMI, FLORIDA 33133

SITE / GROUND FLOOR PLAN

PHASE:
DRC SUBMITTAL

REVISIONS:

SCALE:

DATE: 06/09/17

JOB NO: 2015-19

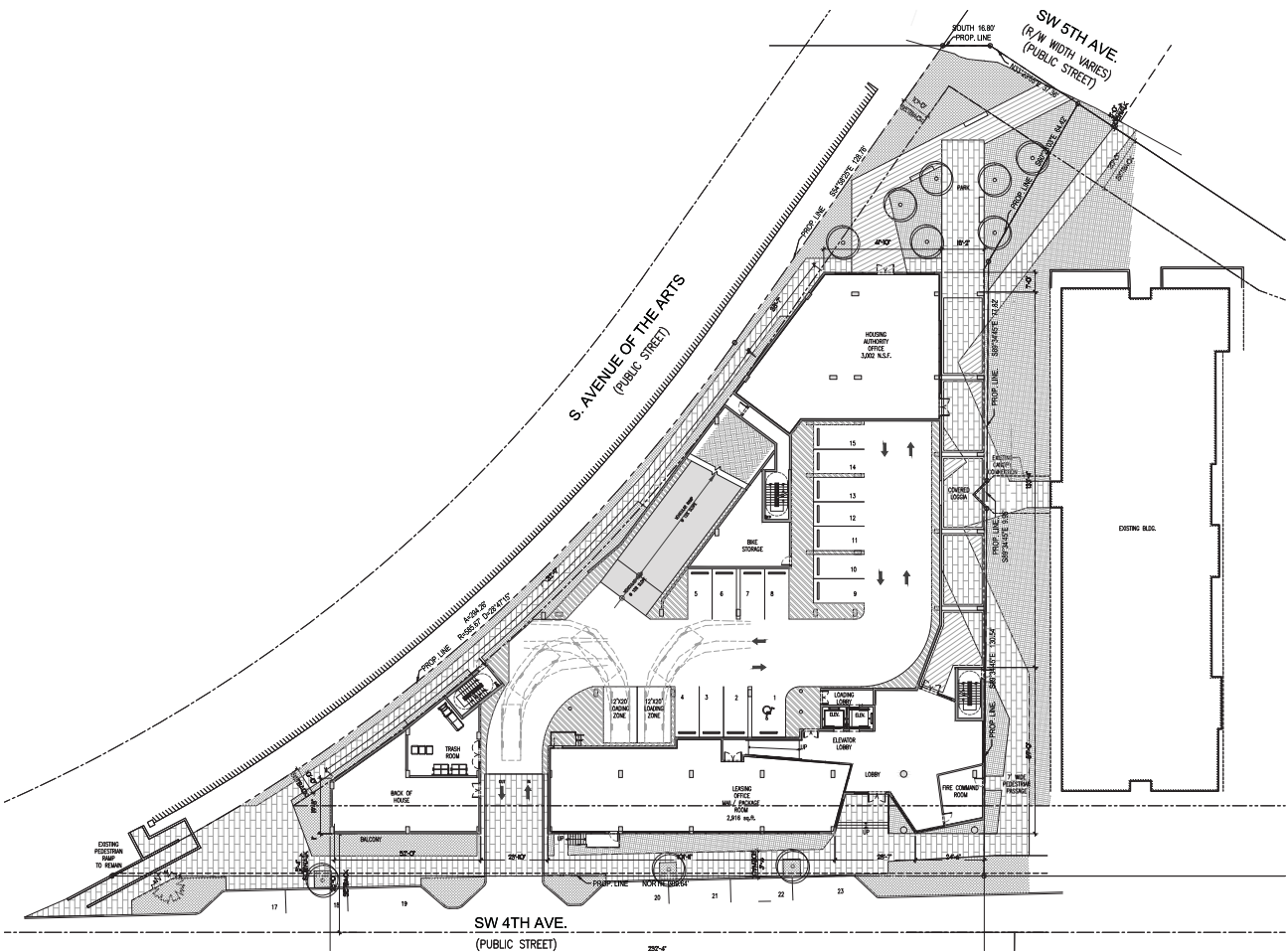
DRAWN BY: CLM/AMC

APP'D BY: AMC

REV: 2015-19

ISSUED DATE:

SHEET NUMBER:
A-1.00



SITE/GROUND FLOOR PLAN
SCALE: 1/16" = 1'-0"

1ST LEVEL PARKING = 23 SPACES

TOTAL 1 BED UNITS = 100
TOTAL 2 BED UNITS = 10
TOTAL PARKING SPACES = 134
(INCLUDING 7 ON STREET PARKING)



CORWILARCHITECTS
4010 LAGUNA ST. CORAL GABLES FL 33146
TEL: (305) 441-0002 FAX: (305) 441-7883

PROJECT:
SAILBOAT BEND II
FORT LAUDERDALE,
FLORIDA

OWNER:
ATLANTIC PACIFIC
COMMUNITIES
2900 SW 27th AVENUE, SUITE 200
MAAMI, FLORIDA 33133

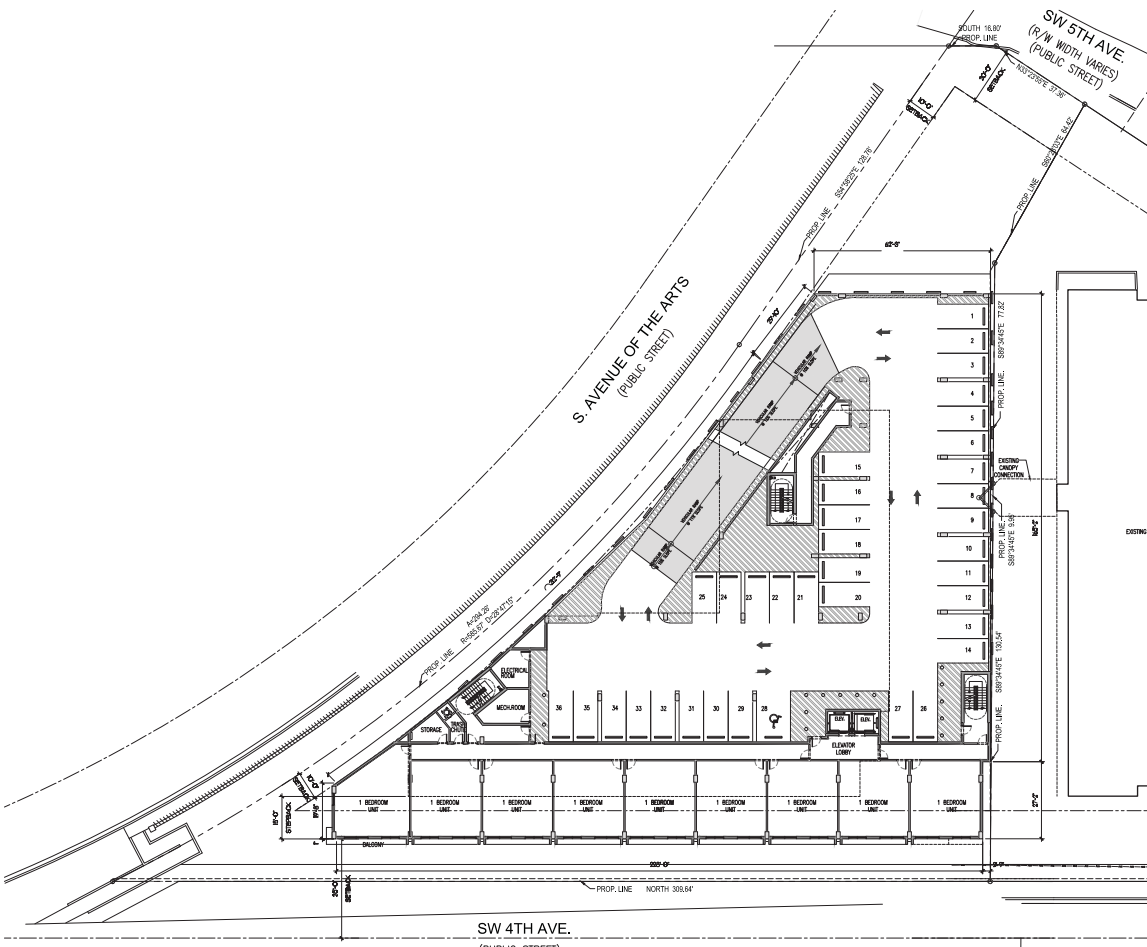
2ND FLOOR PLAN

PHASE:
DRC SUBMITTAL

REVISIONS:

SCALE:

DATE: 06/09/17
JOB NO: 2015-19
DRAWN BY: CL/MA
APP'D BY: AM/C
REV: 2015-19
ISSUED DATE:
SHEET NUMBER:
A-1.01



2ND FLOOR PLAN
SCALE: 1/16" = 1'-0"

2ND LEVEL PARKING = 36 SPACES



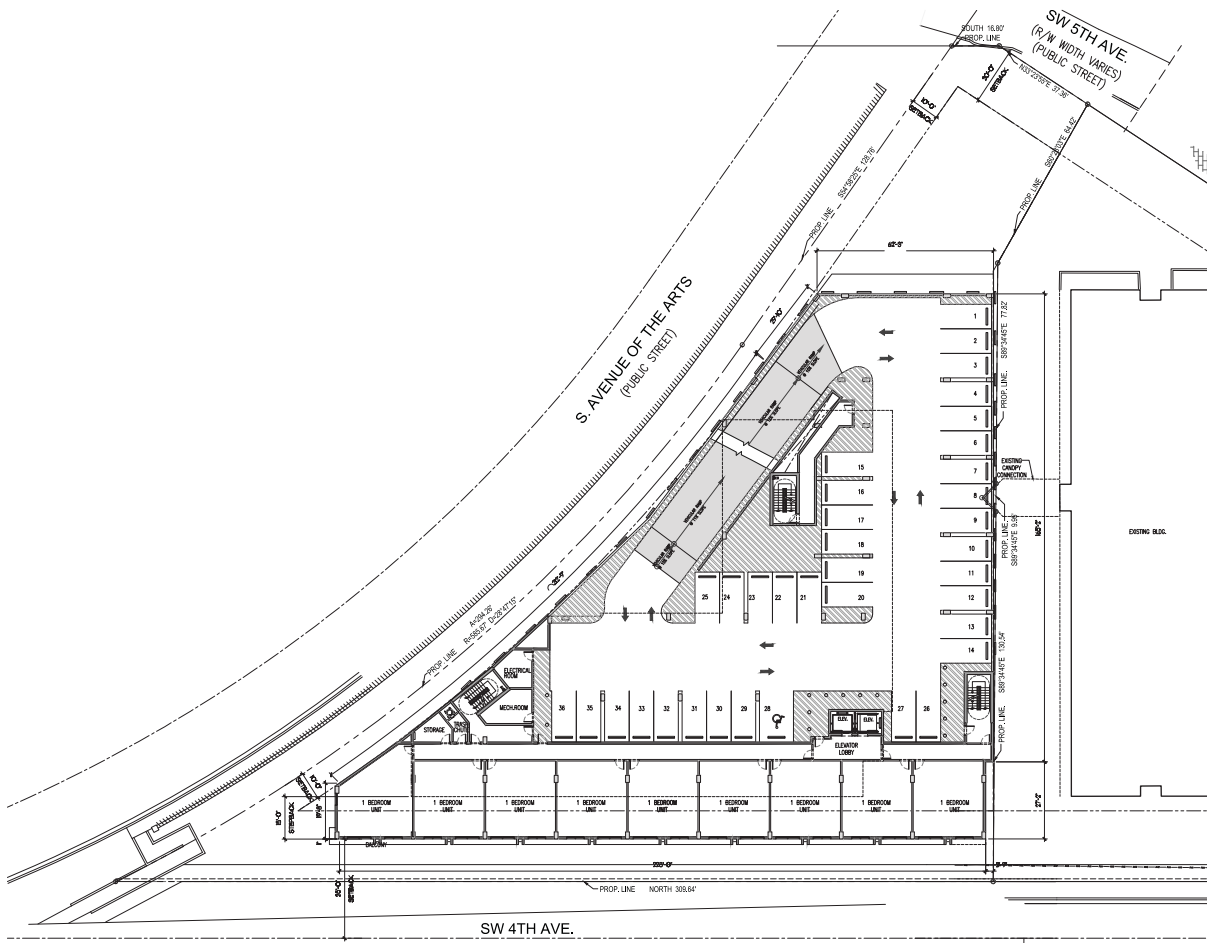


CORWILARCHITECTS
 4010 LAGUNA ST., CORAL GABLES FL 33146
 (305) 441-2000 FAX (305) 441-7363

PROJECT:
SAILBOAT BEND II
 FORT LAUDERDALE, FLORIDA

OWNER:
ATLANTIC PACIFIC COMMUNITIES
 2900 SW 27th AVENUE, SUITE 200
 MIAMI, FLORIDA 33133

3RD FLOOR PLAN



3RD FLOOR PLAN
 SCALE: 1/16" = 1'-0"

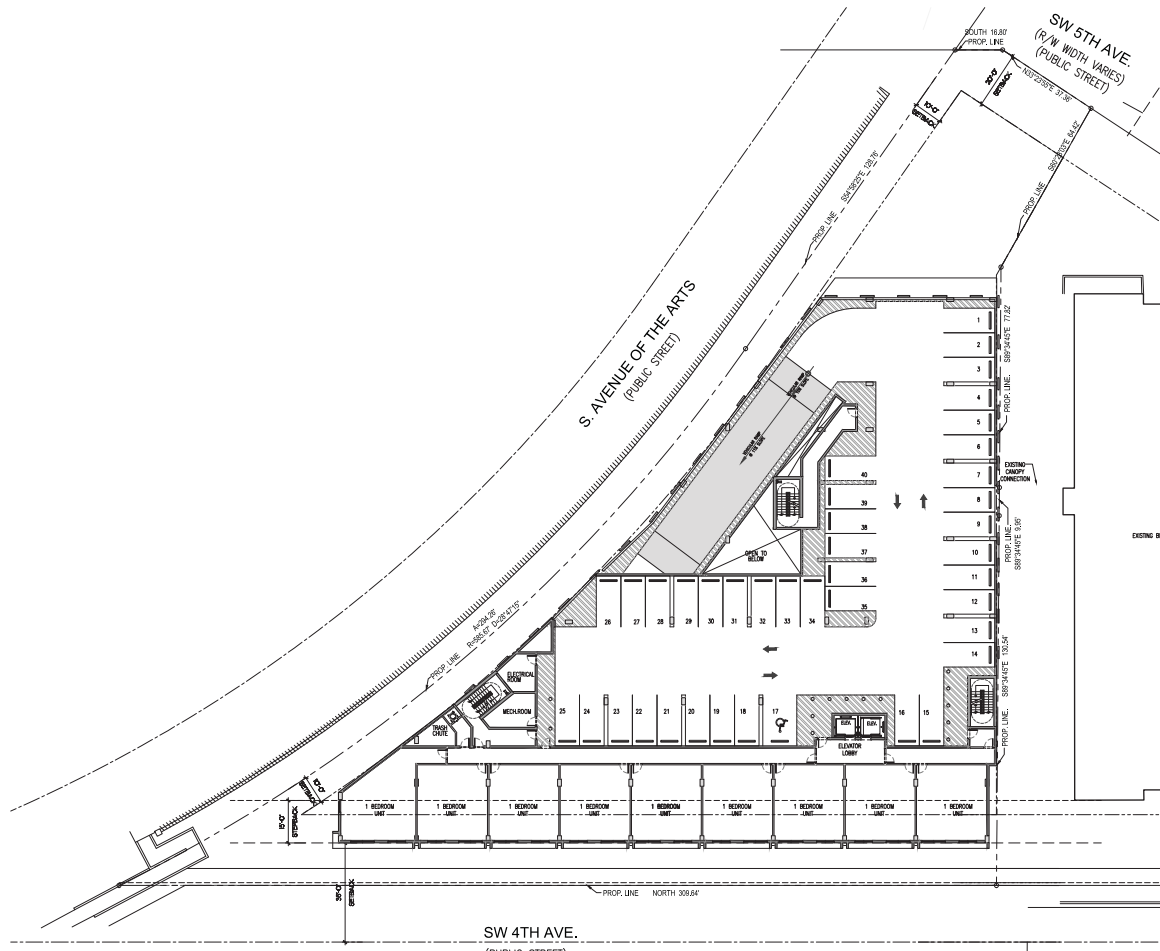
3RD LEVEL PARKING = 36 SPACES

PHASE:
DRC SUBMITTAL

REVISIONS:

SCALE:

DATE: 06/09/17
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 APP'D BY: AM/C
 REV: 2015-19
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4TH FLOOR PLAN
 SCALE: 1/16" = 1'-0" 4TH LEVEL PARKING = 40 SPACES



CORWIL ARCHITECTS
 4070 LAGUNA ST., CORAL GABLES, FL 33146
 TEL: (305) 441-0022 FAX: (305) 441-7883

PROJECT:
SAILBOAT BEND II
 FORT LAUDERDALE, FLORIDA

OWNER:
ATLANTIC PACIFIC COMMUNITIES
 2900 SW 27TH AVENUE, SUITE 200
 MIAMI, FLORIDA 33133

4TH FLOOR PLAN

PHASE:
 DRC SUBMITTAL

REVISIONS:

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A-1.03



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TEL: (305) 442-7363

PROJECT:
SAILBOAT BEND II
FORT LAUDERDALE,
FLORIDA

OWNER:
ATLANTIC PACIFIC
COMMUNITIES
2900 SW 27th AVENUE, SUITE 200
MIAMI, FLORIDA - 33133

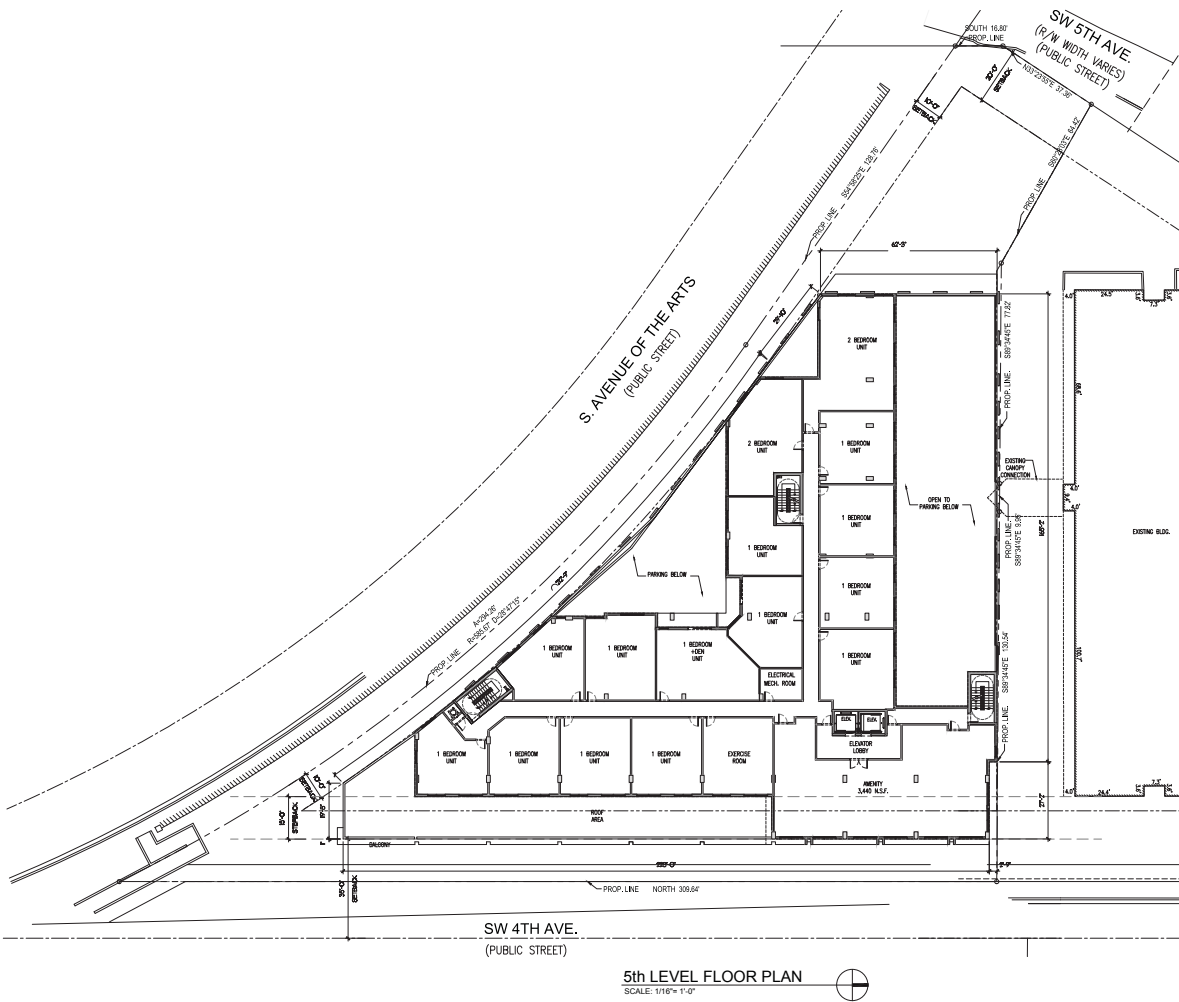
FIFTH LEVEL FLOOR PLAN

PHASE:
DRC SUBMITTAL

REVISIONS:

SCALE:

DATE: 06/09/17
JOB NO: 2015-19
DRAWN BY: CL:MA
APP'D BY: AM:IC
REV: 2015-19
ISSUED DATE:
SHEET NUMBER:
A-1.04





PROJECT:
SAILBOAT BEND II
FORT LAUDERDALE,
FLORIDA

OWNER:
ATLANTIC PACIFIC
COMMUNITIES
2000 SW 27TH AVENUE, SUITE 200
MAAMI, FLORIDA - 33133

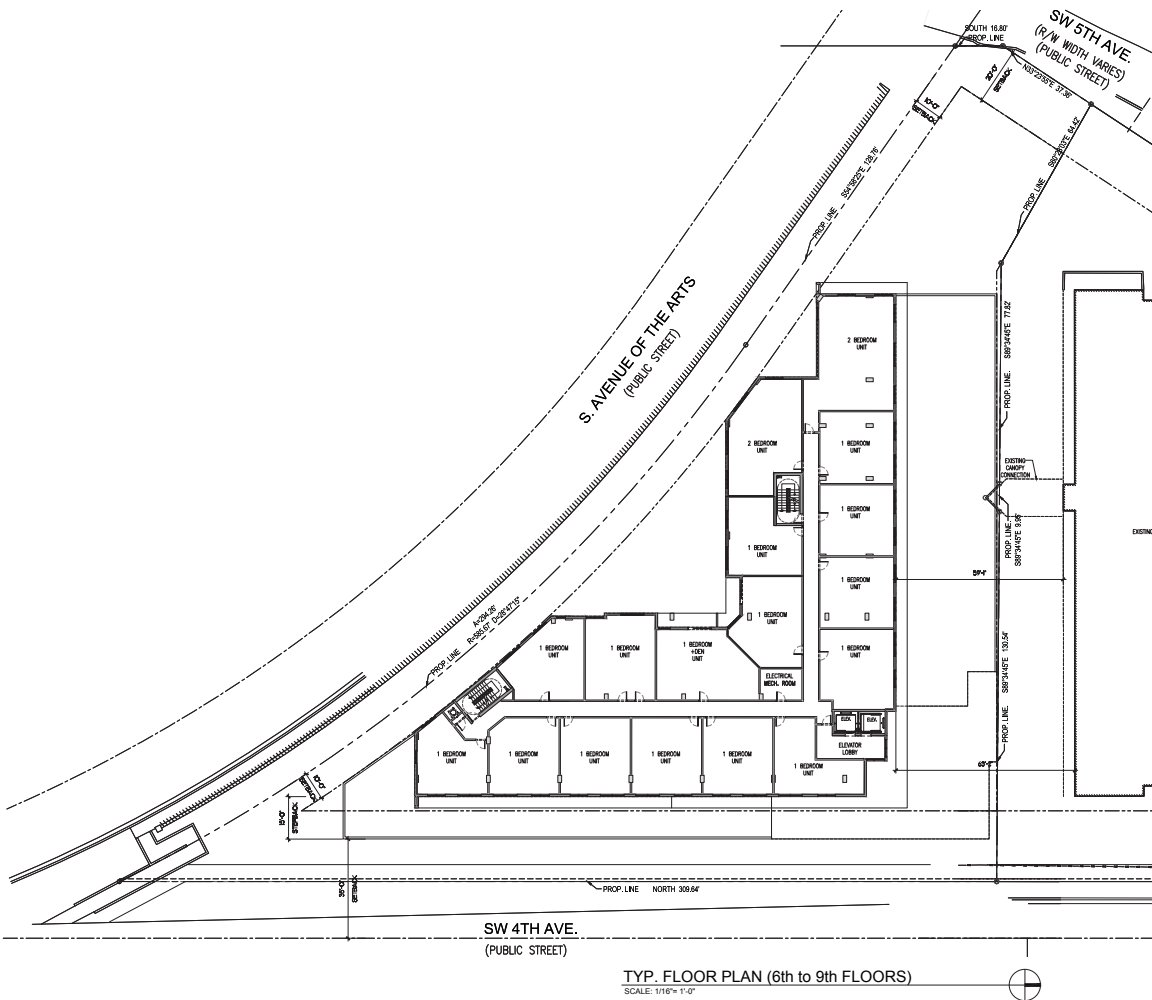
TYPICAL ENVELOPE FLOOR PLAN

PHASE:
DRC SUBMITTAL

REVISIONS:

SCALE:

DATE: 06/09/17
JOB NO: 2015-19
DRAWN BY: CL:MA
APP'D BY: AMC
REV: 2015-19
ISSUED DATE:
SHEET NUMBER:
A-1.05





CORWILARCHITECTS
4212 LAGUNA ST. CORAL GABLES FL 33134
TEL: 305.448.2933 FAX: 305.448.2933

PROJECT:
SAILBOAT BEND II
FORT LAUDERDALE, FLORIDA

OWNER:
ATLANTIC PACIFIC COMMUNITIES
2900 SW 27th AVENUE, SUITE 200
MIAMI, FLORIDA 33133

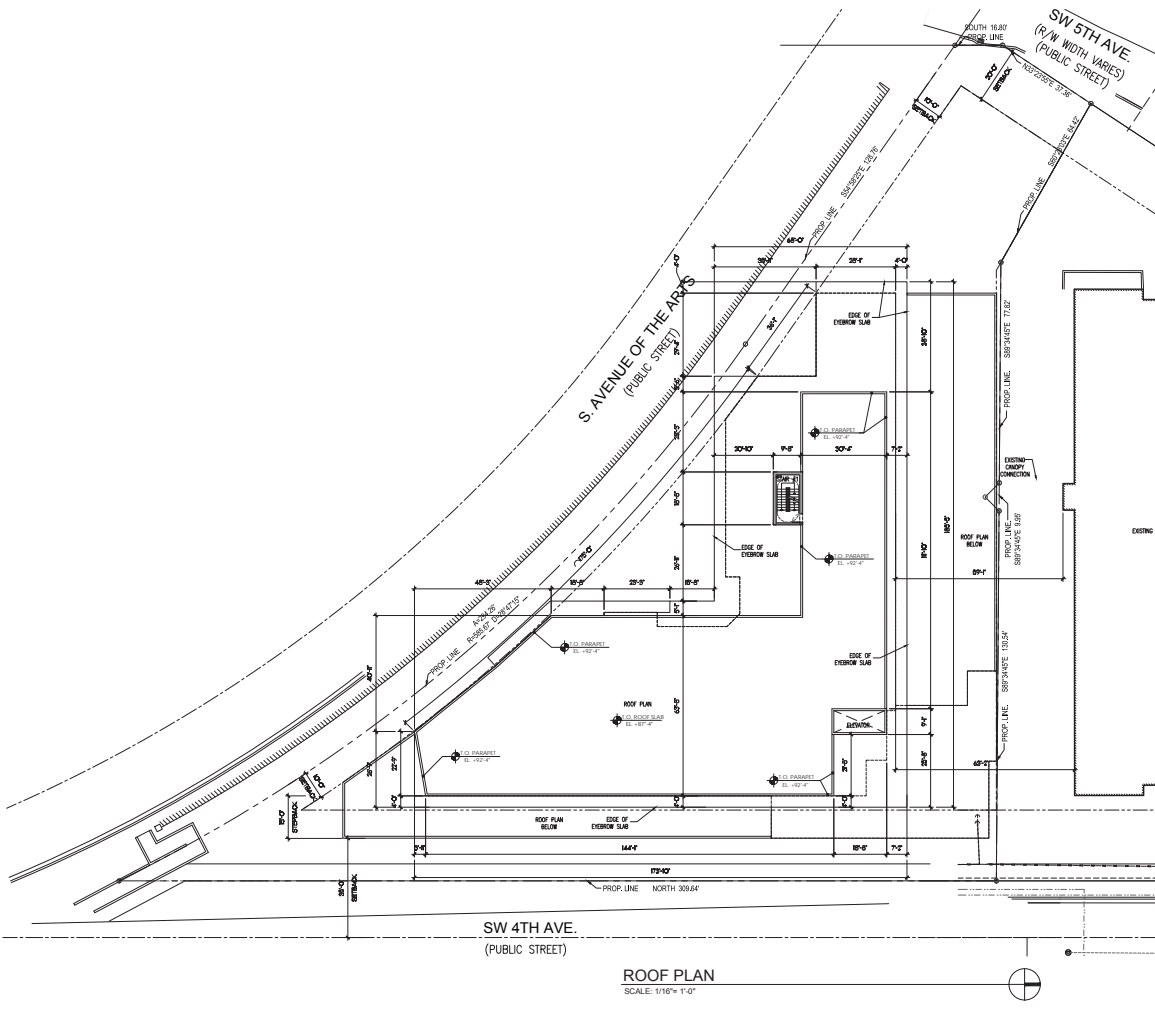
ROOF PLAN

PHASE
DRC SUBMITTAL

REVISIONS

SCALE

DATE: 06/09/17
JOB NO: 2015-19
DRAWN BY: CL/MA
APPROV BY: AAC
DATE: 2015-19
ISSUED DATE:
SHEET NUMBER:
A-1.06













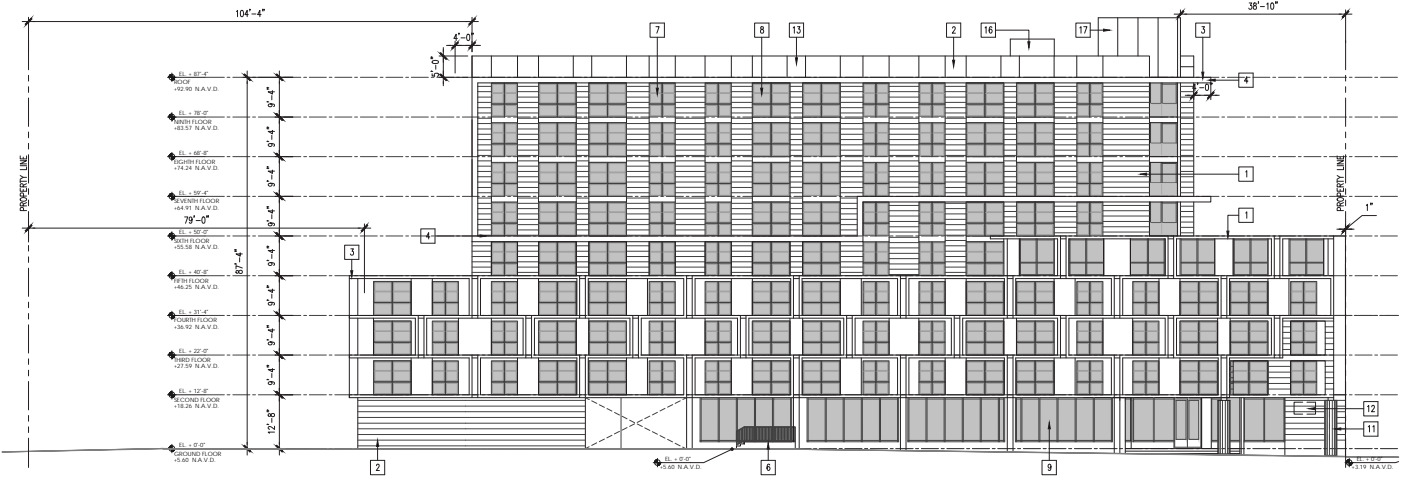


CORWILARCHITECTS
4075 LAGUNA ST. CORAL GABLES FL 33144
(305) 441-0000 FAX (305) 441-7863

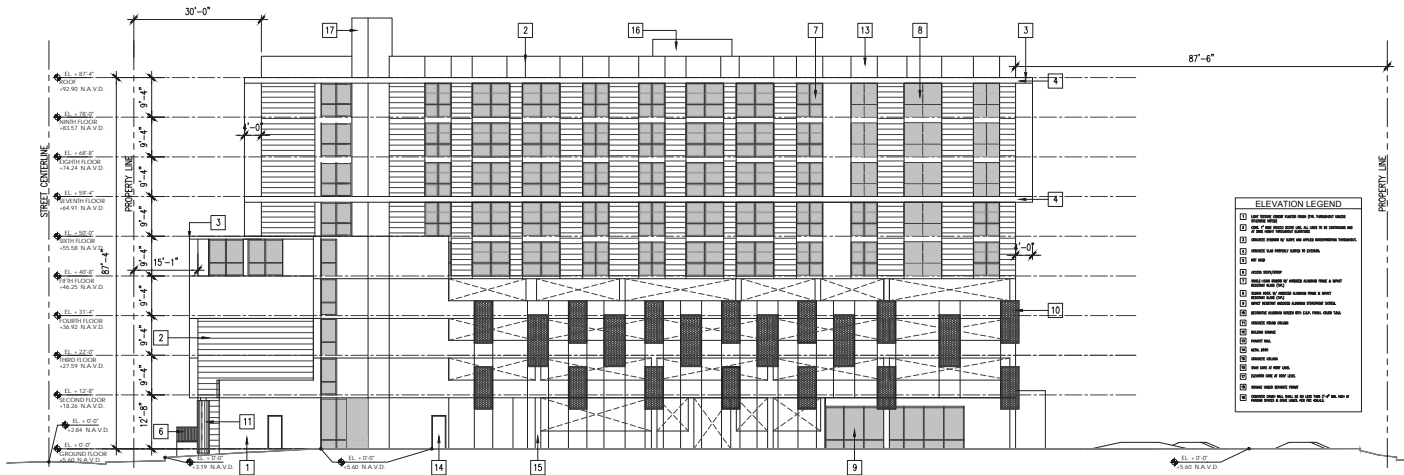
PROJECT:
SAILBOAT BEND II
FORT LAUDERDALE, FLORIDA

OWNER:
ATLANTIC PACIFIC COMMUNITIES
2000 NW 27th AVENUE, SUITE 200
MIAMI, FLORIDA - 33133

ELEVATIONS



EAST ELEVATION
SCALE: 3/32" = 1'-0"



NORTH ELEVATION
SCALE: 3/32" = 1'-0"

ELEVATION LEGEND	
(1)	SEE ELEVATION FOR WINDOW TYPE AND FINISH
(2)	SEE ELEVATION FOR WINDOW TYPE AND FINISH
(3)	SEE ELEVATION FOR WINDOW TYPE AND FINISH
(4)	SEE ELEVATION FOR WINDOW TYPE AND FINISH
(5)	SEE ELEVATION FOR WINDOW TYPE AND FINISH
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(10)	SEE ELEVATION FOR WINDOW TYPE AND FINISH
(11)	SEE ELEVATION FOR WINDOW TYPE AND FINISH
(12)	SEE ELEVATION FOR WINDOW TYPE AND FINISH
(13)	SEE ELEVATION FOR WINDOW TYPE AND FINISH
(14)	SEE ELEVATION FOR WINDOW TYPE AND FINISH
(15)	SEE ELEVATION FOR WINDOW TYPE AND FINISH
(16)	SEE ELEVATION FOR WINDOW TYPE AND FINISH
(17)	SEE ELEVATION FOR WINDOW TYPE AND FINISH

PHASE
DRC SUBMITTAL

REVISIONS

SCALE

DATE: 06/09/17

JOB NO: 2015-19

DRAWN BY: CLM/A

APP'D BY: AMC

ISSUE DATE: 2015-19

SHEET NUMBER:
A-2.00



EAST ELEVATION
SCALE: 3/32" = 1'-0"



NORTH ELEVATION
SCALE: 3/32" = 1'-0"



CORWILARCHITECTS
4120 ADAM ST., CORAL GABLES, FL 33146
TEL: 305.443.0001 | FAX: 305.443.7883

PROJECT:
SAILBOAT BEND II
FORT LAUDERDALE,
FLORIDA

OWNER:
**ATLANTIC PACIFIC
COMMUNITIES**
2900 SW 25TH AVENUE, SUITE 200
MIAMI, FLORIDA 33133

COLOR ELEVATIONS

PHASE
DRC SUBMITTAL

REVISIONS

SEAL

DATE: 06/09/17

JOB NO: 2015-19

DRAWN BY: CL-MA

APPROV BY: AJM-C

REV: 2015-19

ISSUED DATE:

SHEET NUMBER:
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EAST ELEVATION
SCALE: 3/32" = 1'-0"



NORTH ELEVATION
SCALE: 3/32" = 1'-0"



CORWILARCHITECTS
4015 LAGUNA ST., CORAL GABLES, FL 33146
TEL: (305) 446-7863

PROJECT:
SAILBOAT BEND II
FORT LAUDERDALE,
FLORIDA

OWNER:
**ATLANTIC PACIFIC
COMMUNITIES**
2900 SW 27TH AVENUE, STE. 200
MIAMI, FLORIDA - 33133

COLOR ELEVATIONS

PHASE:
DRC SUBMITTAL

REVISIONS:

SCALE:

DATE: 06/09/17

JOB NO: 2015-19

DRAWN BY: CL-MA

APP'D BY: AJAC

REV: 2015-19

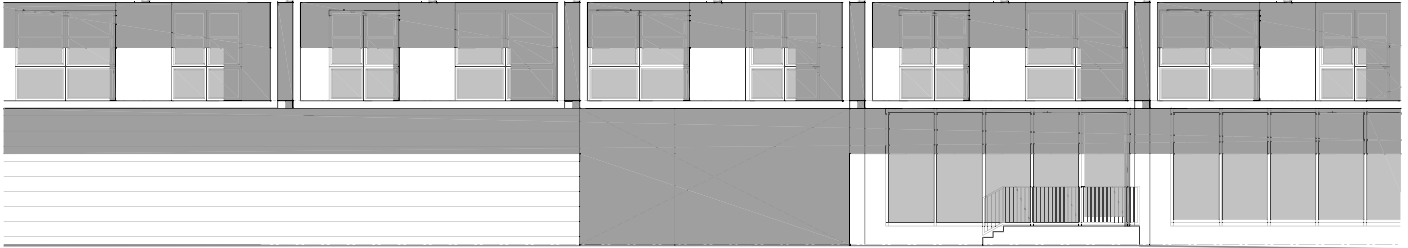
ISSUED DATE:

SHEET NUMBER:
A-2.03

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EAST ELEVATION
SCALE: 3/32" = 1'-0"



ENLARGED
GROUND FLOOR ELEVATION

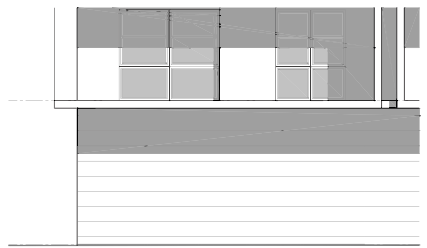


CONCRETE BRISE SOLEIL CONCRETE EYEBROWS & FINS ALUMINUM GARAGE SCREEN SCORED STUCCO FINISH ALUMINUM WINDOWS



ALUMINUM DOOR & STORE FRONT CONCRETE SIDEWALK NARROW CONCRETE PAVERS OUTDOOR CONCRETE BENCH OUTDOOR TRASH RECEPTACLE BUILDING LIGHT FIXTURE

EAST ELEVATION
SCALE: 3/32" = 1'-0"



EAST ELEVATION
SCALE: 3/32" = 1'-0"



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
TEL: 305.444.0000 FAX: 305.444.7903

PROJECT:
SAILBOAT BEND II
FORT LAUDERDALE, FLORIDA

OWNER:
ATLANTIC PACIFIC COMMUNITIES
2900 SW 27TH AVENUE, SUITE 200
MIAMI, FLORIDA - 33133



PHASE:
DRC SUBMITTAL

REVISIONS

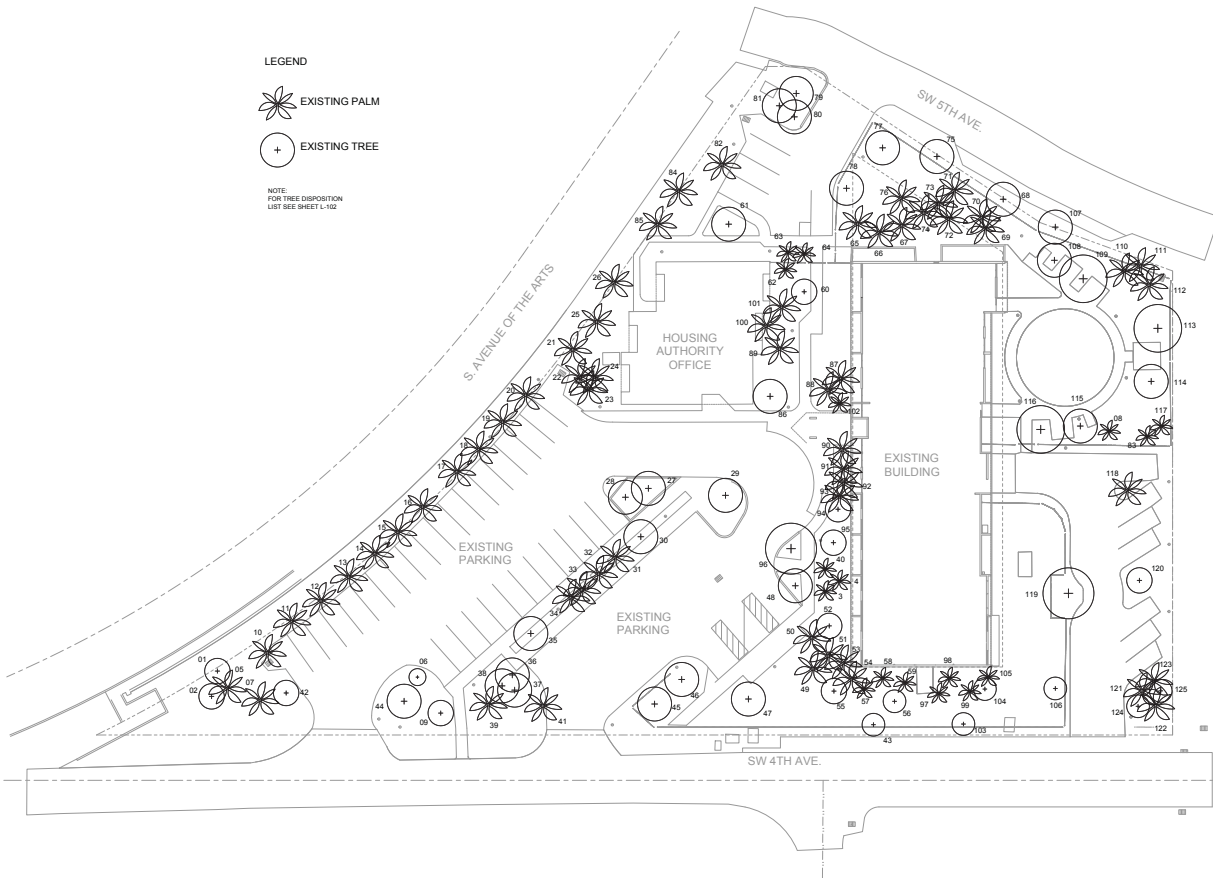
SCALE

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DATE: 06/09/17
JOB NO: 2015-19
DRAWN BY: CL/MA
APPROV BY: AAC
REV: 2015-19
ISSUED DATE:
SHEET NUMBER:
A-3.00

- LEGEND
-  EXISTING PALM
 -  EXISTING TREE

NOTE:
FOR TREE DISPOSITION
LIST SEE SHEET L-102



EXISTING TREE PLAN
SCALE: 1"= 20'

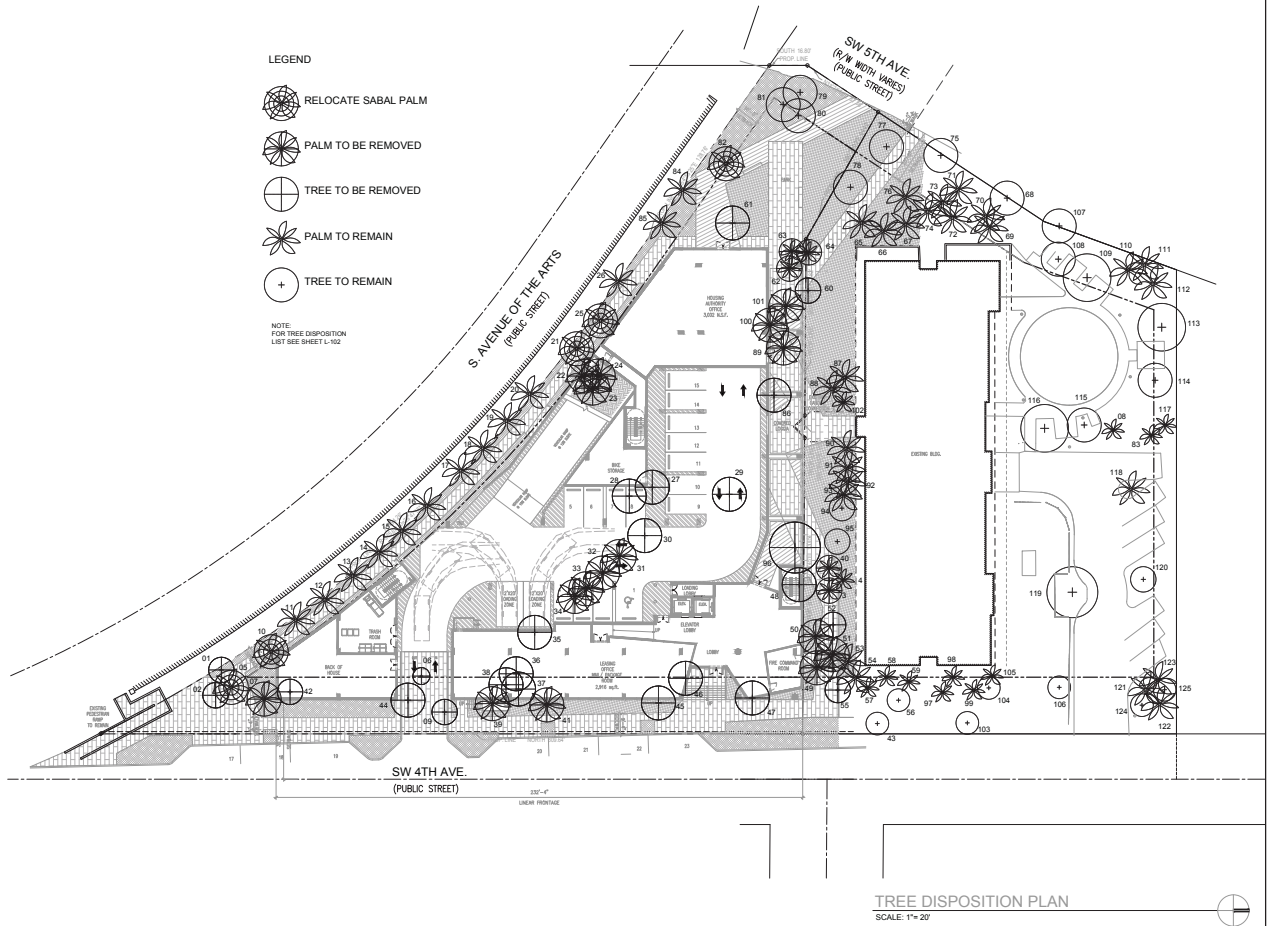


LANDSCAPE PLANS
SAILBOAT BEND II APARTMENTS
ATLANTIC PACIFIC COMMUNITIES
FT. LAUDERDALE, FLORIDA

Sheet Description	EXISTING TREE PLAN
Release Date	06-09-17
Project Number	1735
Drawing Number	L-100
LANDSCAPE PLANS	

LANDSCAPE PLANS
SAILBOAT BEND II APARTMENTS
 ATLANTIC PACIFIC COMMUNITIES
 FT. LAUDERDALE, FLORIDA

Sheet Description	TREE DISPOSITION PLAN
Release Date	06-09-17
Project Number	1735
Drawing Number	L-101
LANDSCAPE PLANS	



- LEGEND**
- RELOCATE SABAL PALM
 - PALM TO BE REMOVED
 - TREE TO BE REMOVED
 - PALM TO REMAIN
 - TREE TO REMAIN

NOTE:
 FOR TREE DISPOSITION
 LIST SEE SHEET L-102

TREE DISPOSITION PLAN
 SCALE: 1"=20'

#	Species	Native	DBH	Remain	Remove	Relocate	Cond.
01	Ligustrum japonicum / Tree Ligustrum		4"		X		60%
02	Ligustrum japonicum / Tree Ligustrum		4"		X		60%
03	Sabal palmetto / Cabbage Palm	X	12"		X		60%
04	Sabal palmetto / Cabbage Palm	X	12"	X			60%
05	Sabal palmetto / Cabbage Palm	X	10"			X	70%
06	Coccoloba diversifolia / Pigeon Plum	X	2"		X		60%
07	Sabal palmetto / Cabbage Palm	X	8"		X		70%
08	Sabal palmetto / Cabbage Palm	X	12"	X			80%
09	Acer rubrum / Florida Red Maple	X	3"		X		80%
10	Sabal palmetto / Cabbage Palm	X	18"			X	65%
11	Sabal palmetto / Cabbage Palm	X	10"	X			80%
12	Sabal palmetto / Cabbage Palm	X	12"	X			85%
13	Sabal palmetto / Cabbage Palm	X	10"	X			80%
14	Sabal palmetto / Cabbage Palm	X	12"	X			85%
15	Sabal palmetto / Cabbage Palm	X	8"	X			80%
16	Sabal palmetto / Cabbage Palm	X	10"	X			80%
17	Sabal palmetto / Cabbage Palm	X	10"	X			80%
18	Sabal palmetto / Cabbage Palm	X	12"	X			80%
19	Sabal palmetto / Cabbage Palm	X	10"	X			80%
20	Sabal palmetto / Cabbage Palm	X	8"	X			80%
21	Sabal palmetto / Cabbage Palm	X	6"			X	80%
22	Sabal palmetto / Cabbage Palm	X	12"		X		80%
23	Sabal palmetto / Cabbage Palm	X	12"		X		80%
24	Sabal palmetto / Cabbage Palm	X	6"		X		80%
25	Sabal palmetto / Cabbage Palm	X	10"			X	80%
26	Sabal palmetto / Cabbage Palm	X	12"	X			80%
27	Bursera simaruba / Gumbo Limbo Tree	X	12"		X		70%
28	Bursera simaruba / Gumbo Limbo Tree	X	4"		X		75%
29	Bursera simaruba / Gumbo Limbo Tree	X	6"		X		80%
30	Bucida buceras / Black Olive	X	14"		X		75%
31	Sabal palmetto / Cabbage Palm	X	8"		X		75%
32	Sabal palmetto / Cabbage Palm	X	8"		X		75%
33	Sabal palmetto / Cabbage Palm	X	10"		X		75%
34	Sabal palmetto / Cabbage Palm	X	10"		X		75%
35	Bucida buceras / Black Olive	X	14"		X		85%
36	Bursera simaruba / Gumbo Limbo Tree	X	12"		X		75%
37	Bursera simaruba / Gumbo Limbo Tree	X	16"		X		75%
38	Bursera simaruba / Gumbo Limbo Tree	X	16"		X		75%
39	Sabal palmetto / Cabbage Palm	X	12"		X		50%
40	Sabal palmetto / Cabbage Palm	X	10"		X		60%
41	Roystonia elata / Florida Royal Palm	X	14"		X		80%
42	Cordia sebestena / Orange Gieger	X	2"		X		75%
43	Conocarpus erectus sericeus / Silver Buttonwood	X	4" multi.	X			60%
44	Acer rubrum / Florida Red Maple	X	6"		X		80%
45	Quercus virginiana / Live Oak	X	24"		X		85%
46	Quercus virginiana / Live Oak	X	12"		X		70%
47	Quercus virginiana / Live Oak	X	20"		X		85%
48	Quercus virginiana / Live Oak	X	2 1/2"		X		60%
49	Sabal palmetto / Cabbage Palm	X	10"		X		80%
50	Sabal palmetto / Cabbage Palm	X	10"		X		80%
51	Sabal palmetto / Cabbage Palm	X	10"		X		80%
52	Lagerstroemia indica / Crape Myrtle	X	10"		X		65%
53	Sabal palmetto / Cabbage Palm	X	10"	X			80%
54	Sabal palmetto / Cabbage Palm	X	10"	X			80%
55	Acer rubrum / Florida Red Maple	X	1 1/2"		X		60%
56	Acer rubrum / Florida Red Maple	X	1 1/2"	X			60%
57	Sabal palmetto / Cabbage Palm	X	12"	X			60%
58	Sabal palmetto / Cabbage Palm	X	12"	X			60%
59	Sabal palmetto / Cabbage Palm	X	48"	X			65%
60	Chrysophyllum oliviforme / Satinleaf	X	1 1/2"		X		60%
61	Quercus virginiana / Live Oak	X	2 1/2"		X		60%
62	Sabal palmetto / Cabbage Palm	X	14"		X		70%
63	Sabal palmetto / Cabbage Palm	X	14"		X		70%

#	Species	Native	DBH	Remain	Remove	Relocate	Cond.
64	Sabal palmetto / Cabbage Palm	X	13"			X	70%
65	Veitchia montgomeryana / Montgomery Palm		7"	X		X	70%
66	Veitchia montgomeryana / Montgomery Palm		8"	X			70%
67	Sabal palmetto / Cabbage Palm	X	10"	X			70%
68	Bursera simaruba / Gumbo Limbo Tree	X	12"	X			70%
69	Sabal palmetto / Cabbage Palm	X	8"	X			80%
70	Sabal palmetto / Cabbage Palm	X	10"	X			80%
71	Sabal palmetto / Cabbage Palm	X	8"	X			80%
72	Sabal palmetto / Cabbage Palm	X	12"	X			80%
73	Sabal palmetto / Cabbage Palm	X	12"	X			80%
74	Sabal palmetto / Cabbage Palm	X	10"	X			80%
75	Bursera simaruba / Gumbo Limbo Tree	X	12"	X			75%
76	Sabal palmetto / Cabbage Palm	X	8"	X			65%
77	Tabebuia caraiba / Yellow Trumpet Tree		10"	X			65%
78	Bursera simaruba / Gumbo Limbo Tree	X	14"	X			80%
79	Bauhinia blakeana / Hong Kong Orchid		10"	X			70%
80	Bauhinia blakeana / Hong Kong Orchid		10"	X			70%
81	Bauhinia blakeana / Hong Kong Orchid		12"	X			70%
82	Sabal palmetto / Cabbage Palm	X	8"			X	80%
83	Sabal palmetto / Cabbage Palm	X	12"	X			80%
84	Sabal palmetto / Cabbage Palm	X	10"	X			75%
85	Sabal palmetto / Cabbage Palm	X	12"	X			75%
86	Bischofia javanica / Tocog	X	16"		X		75%
87	Sabal palmetto / Cabbage Palm	X	12"	X			75%
88	Sabal palmetto / Cabbage Palm	X	8"	X			75%
89	Veitchia montgomeryana / Montgomery Palm		7"		X		70%
90	Sabal palmetto / Cabbage Palm	X	8"	X			75%
91	Sabal palmetto / Cabbage Palm	X	10"	X			70%
92	Sabal palmetto / Cabbage Palm	X	10"	X			75%
93	Sabal palmetto / Cabbage Palm	X	8"	X			75%
94	Lagerstroemia indica / Crape Myrtle		10"	X			55%
95	Lagerstroemia indica / Crape Myrtle		10"	X			55%
96	Quercus virginiana / Live Oak	X	14"		X		75%
97	Sabal palmetto / Cabbage Palm	X	12"	X			70%
98	Sabal palmetto / Cabbage Palm	X	12"	X			50%
99	Sabal palmetto / Cabbage Palm	X	11"	X			70%
100	Veitchia montgomeryana / Montgomery Palm		8"		X		70%
101	Veitchia montgomeryana / Montgomery Palm		6"		X		70%
102	Sabal palmetto / Cabbage Palm	X	14"	X			70%
103	Conocarpus erectus sericeus / Silver Buttonwood	X	4" multi	X			70%
104	Cordia sebestena / Orange Gieger	X	1 1/2"	X			70%
105	Sabal palmetto / Cabbage Palm	X	11"	X			50%
106	Acer rubrum / Florida Red Maple	X	2"	X			60%
107	Swietenia mahogani / Mahogany	X	16"	X			75%
108	Coccoloba diversifolia / Pigeon Plum	X	6"	X			80%
109	Coccoloba diversifolia / Pigeon Plum	X	4"	X			80%
110	Veitchia montgomeryana / Montgomery Palm	X	8"	X			70%
111	Veitchia montgomeryana / Montgomery Palm	X	8"	X			70%
112	Veitchia montgomeryana / Montgomery Palm	X	8"	X			70%
113	Coccoloba diversifolia / Pigeon Plum	X	4"	X			80%
114	Coccoloba diversifolia / Pigeon Plum	X	4"	X			80%
115	Coccoloba diversifolia / Pigeon Plum	X	6"	X			70%
116	Coccoloba diversifolia / Pigeon Plum	X	4"	X			70%
117	Sabal palmetto / Cabbage Palm	X	12"	X			80%
118	Sabal palmetto / Cabbage Palm	X	14"	X			70%
119	Quercus virginiana / Live Oak	X	48"	X			65%
120	Cordia sebestena / Orange Gieger	X	3"	X			75%
121	Sabal palmetto / Cabbage Palm	X	12"	X			80%
122	Sabal palmetto / Cabbage Palm	X	12"	X			80%
123	Sabal palmetto / Cabbage Palm	X	14"	X			80%
124	Cordia sebestena / Orange Gieger	X	3"	X			75%
125	Cordia sebestena / Orange Gieger	X	3"	X			75%

TREE DISPOSITION LIST



AAL
ARCHITECTURAL & LANDSCAPE
301 W. 10th Ave., 4th Floor, Suite 400
FT. LAUDERDALE, FLORIDA 33304

LANDSCAPE PLANS
SAILBOAT BEND II APARTMENTS
ATLANTIC PACIFIC COMMUNITIES
FT. LAUDERDALE, FLORIDA

Sheet Description
TREE DISPOSITION LIST

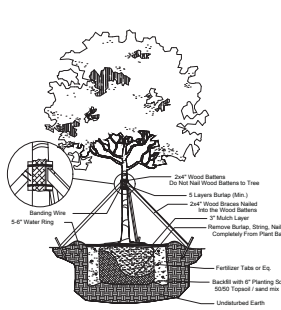
Release Date
06-09-17

Project Number
1735

Drawing Number
L-102
LANDSCAPE PLANS

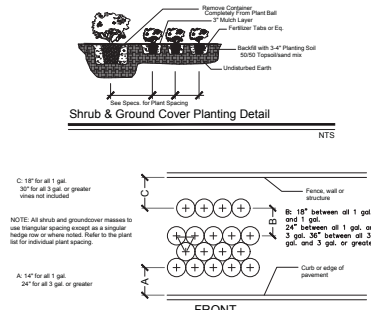
PLANT SCHEDULE										
TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	SPACING	REMARKS
BY	1	BLENHIERIA ARBOREA	YEWWOOD	FIELD GROWN / B & B	2' CAL	12' HT. X 5' SPR. STD	NO	HIGH		
CP2	3	COCCOLOBA DIVERSIFOLIA	PIGEON PALM	FG&B	2' CAL	12' HT. X 5' SPR. S	YES	HIGH		
CE	2	CONOCARPUS ERECTUS SERICEUS	SILVER BUTTWOOD	FG&B	2' CAL	12' HT. X 5' SPR. STD	YES	HIGH		
CV	13	QUERCUS VIRGINIANA	WHITE OAK	FG&B	2' CAL	14' HT. X 8' SPR.	YES	HIGH		
EXISTING PALMS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	SPACING	REMARKS
SPF	45	SABAL PALMETTO	CABBAGE PALMETTO	EXISTING			YES	HIGH		
WME	5	VEITCHIA MONTGOMERYANA	MONTGOMERY PALM	EXISTING			NO	MEDIUM		
EXISTING TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	SPACING	REMARKS
ARE	2	ACER RUBRUM	FLORIDA RED MAPLE	EXISTING			YES	MED		
BEE	3	BALHINA X BLAKENIA	HONG KONG ORCHID TREE	EXISTING			NO	MED		
BSE	3	BURSERA SIMARUBA	QUERCUS LIMBO	EXISTING			YES	HIGH		
CPE	6	COCCOLOBA DIVERSIFOLIA	PIGEON PALM	EXISTING			YES	HIGH		
COE	2	CONOCARPUS ERECTUS SERICEUS	SILVER BUTTWOOD	EXISTING			YES	HIGH		
COE	4	CORSA SEBETTENA	ORANGE GEESEY TREE	EXISTING			YES	HIGH		
LIE	2	LAGERSTROEMIA INDICA TUSCARORA	TUSCARORA CRAPE MYRTLE STANDARD	EXISTING			NO	HIGH		
OVE	1	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	EXISTING			YES	HIGH		
WME	1	VEITCHIA MONTGOMERYANA	MONTGOMERY PALM	EXISTING			YES	HIGH		
TUE	1	TABERJUA UMBELLATA	YELLOW TRUMPET TREE	EXISTING			NO	MED		
PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	SPACING	REMARKS
PE	11	PHYCOSPHERA ELEGANS	SOLITARE PALM	FG&B		18-20' GA. SINGLE TRUNK	NO	HIGH		
RELOCATED PALMS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	SPACING	REMARKS
SPR	5	SABAL PALMETTO	CABBAGE PALMETTO	RELOCATED			YES	HIGH		
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	SPACING	REMARKS
CHS	5	CHAMBEROPS HUMILIS CERFERA SILVER SELECT	SILVER MEDITERRANEAN FAN PALM	FG&B		8' HT. X 4' SPL.	NO	HIGH		
CHR	159	CHRYSOMELAS ICACD 'REDIP'	RED TIP COCCOPLUM	-		24" HT. X 24" SPL.	YES	MEDIUM		
CS	65	CLUBA GUTTFERDA	SMALL LEAF CLUSIA	-		30" HT. X 24" SPL.	NO	HIGH		
DIS	17	DICOD SPINULOSUM	CYCAD	-		30-36" GA.	NO	HIGH		
DM	9	DAMPiera AEGLETTA 'MAMI SUPREME'	MAMI SUPREME DAMIENA	15 GAL		18" GA. STANDARD	NO	MEDIUM		
SP	4	SANTALUM ALBUM	SANTALUM	15 GAL		18" GA. STANDARD	NO	HIGH		
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	SPACING	REMARKS
ATC	447	ACALYHA FENDULA	TRAILING CHENILLE	-		18" HT. X 12" SPD.	NO	MEDIUM	12" o.c.	
ADM	67	ASPARAGUS DENSPILORUS 'MVERS'	MYERS ASPARAGUS	-		18" HT. X 18" SPD.	NO	MEDIUM	24" o.c.	
BSD	88	BEGONIA GIBBA	SWEEP BEGONIA	-		12" HT. X 12" SPD.	NO	HIGH	18" o.c.	
DTB	25	DIANELLA TASMANICA	BLUESBERRY FLAX LILY	-		18" HT. X 18" SPD.	NO	MEDIUM	24" o.c.	
FMS	332	FICUS MICROCARPA 'GREEN ISLAND'	GREEN ISLAND FICUS	-		12" HT. X 12" SPD.	NO	HIGH	18" o.c.	
WFS	533	WAXY FERN	WAXY FERN	-		12" HT. X 12" SPD.	NO	MEDIUM	18" o.c.	
NES	1,017	NEPHROLEPS EXALATA	BOSTON FERN	-		12" HT. X 12" SPD.	YES	HIGH	18" o.c.	
PHM	400	PHILODENDRON X BURLI MARK	PHILODENDRON	-		18" HT. X 18" SPD.	NO	MEDIUM	24" o.c.	
PHC	490	PHILODENDRON X ROSS CONGO	ROSS CONGO PHILODENDRON	-		18" HT. X 18" SPD.	NO	MEDIUM	24" o.c.	
SOOSEED	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	SPACING	REMARKS
SSD	1,237 SF	STENOTAPHRUM SECUNDATUM FLORITAM	FLORITAM ST. AUGUSTINE SOO	SOO						
TALL GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	SPACING	REMARKS
MSD	42	MUNDAKIA CAPILLARIS	PINK BURLY GRASS	-		24" HT. X 24" SPD.	YES	HIGH	24" o.c.	

CITY OF FORT LAUDERDALE PLANTING CALCULATIONS		
Landscape Requirements: RAC-SMU		
Yard Areas: One Tree for every 1,000 square feet of Net Lot Open Space	Required	Provided
Net Lot Area = 30,513 s.f. divided by 1000 = 41	31	49
VUA Calculations:	NA	NA
Street Shade Trees: One Per 40' of Street Frontage Less Ingress / Egress (208' of S.W. 5th Ave.) = 186 / 40' + (474' - 44' of S.W. 4th Ave.) = 430 / 40'	5	5
	11	11
Total Tree Requirement:	47	65
40% Required Native Trees (Palms counted 3:1, Except Royal Palms & Date Palms)	19	21
Total Shrub / Accents @ 2x1 planted ht. or greater	40%	77%
% Native Trees / Palms		
50% Required Native or Drought Tolerant Shrubs / Accents	300	201
Total Native or Drought Tolerant Shrubs / Accents	201	201
% Native or Drought Tolerant Shrubs / Accents	67%	
Landscape Area Provided	30,513 s.f.	



Large Tree Planting Detail

NTS

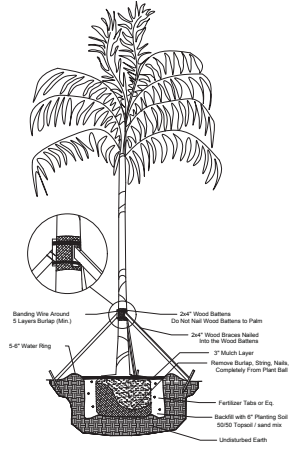


Shrub & Ground Cover Planting Detail

NTS

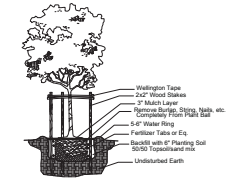
Typical Plant Spacing

NTS



Palm Planting Detail

NTS



Small Tree Planting Detail

NTS



AAL
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LANDSCAPE PLANS
1000 W. 10th Avenue, Fort Lauderdale, FL 33304
Tel: 954.574.1111 Fax: 954.574.1112

LANDSCAPE PLANS

SAILBOAT BEND II APARTMENTS

ATLANTIC PACIFIC COMMUNITIES
FT. LAUDERDALE, FLORIDA

Sheet Description

PLANT LIST
CALCULATIONS
AND DETAILS

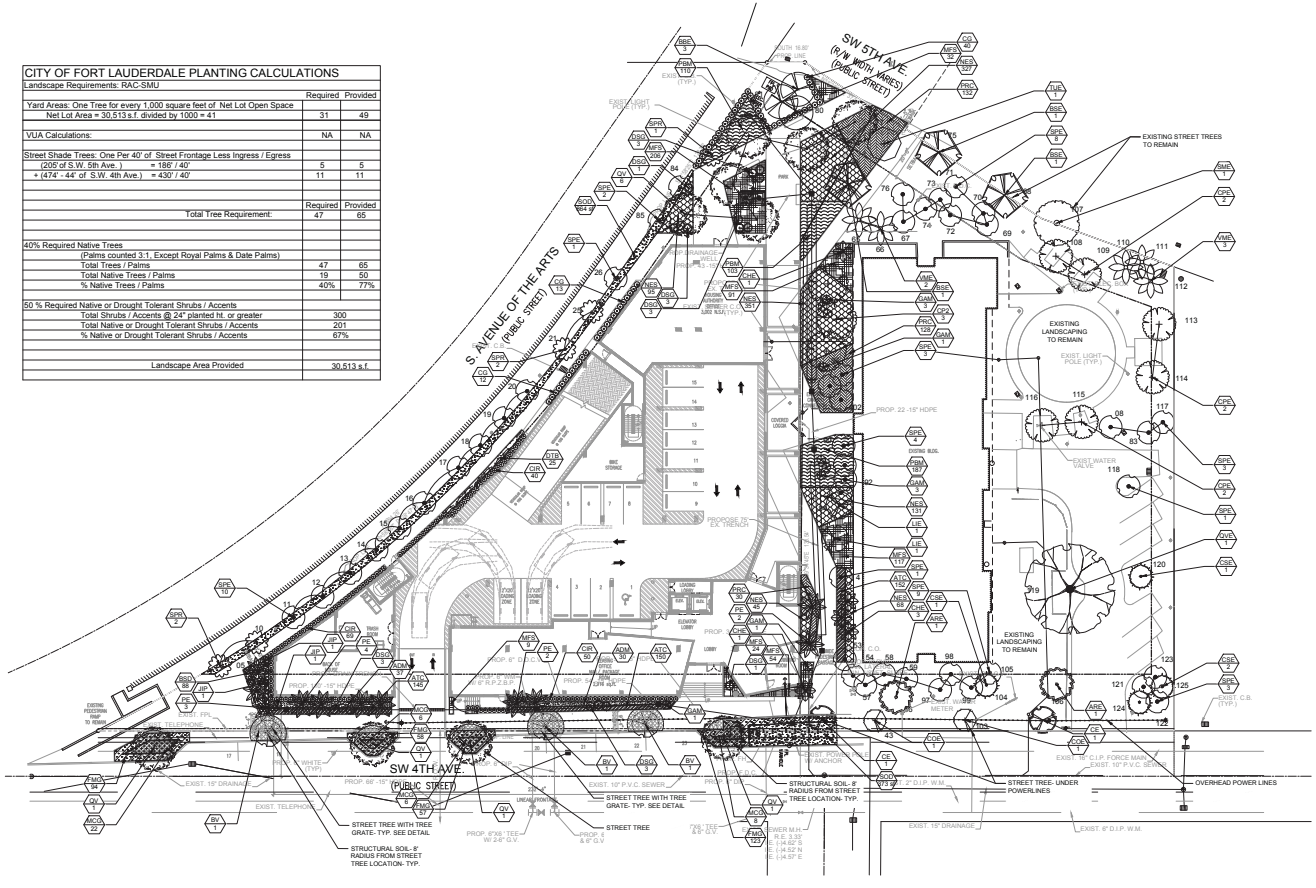
Release Date
06-09-17

Project Number
1735

Drawing Number
L-201

LANDSCAPE PLANS

CITY OF FORT LAUDERDALE PLANTING CALCULATIONS		
Landscape Requirements: RAC-SMU		
	Required	Provided
Yard Areas: One Tree for every 1,000 square feet of Net Lot Open Space	31	49
Net Lot Area = 30,513 s.f. divided by 1000 = 41		
VUA Calculations:	NA	NA
Street Shade Trees: One Per 40' of Street Frontage Less Ingress / Egress		
(200' of S.W. 5th Ave.) = 186 / 40'	5	5
+ (47.2' of S.W. 4th Ave.) = 430 / 40'	11	11
Total Tree Requirement:	47	65
40% Required Native Trees		
(Palms counted 3:1, Except Royal Palms & Date Palms)		
Total Trees / Palms	47	65
Total Native Trees / Palms	19	50
% Native Trees / Palms	40%	77%
50 % Required Native or Drought Tolerant Shrubs / Accents		
Total Shrubs / Accents @ 24" planted file, or greater	300	
Total Native or Drought Tolerant Shrubs / Accents	291	
% Native or Drought Tolerant Shrubs / Accents	67%	
Landscape Area Provided	30,513 s.f.	



LANDSCAPE PLAN
SCALE: 1" = 20'



LANDSCAPE PLANS

SAILBOAT BEND II APARTMENTS

ATLANTIC PACIFIC COMMUNITIES
FT. LAUDERDALE, FLORIDA

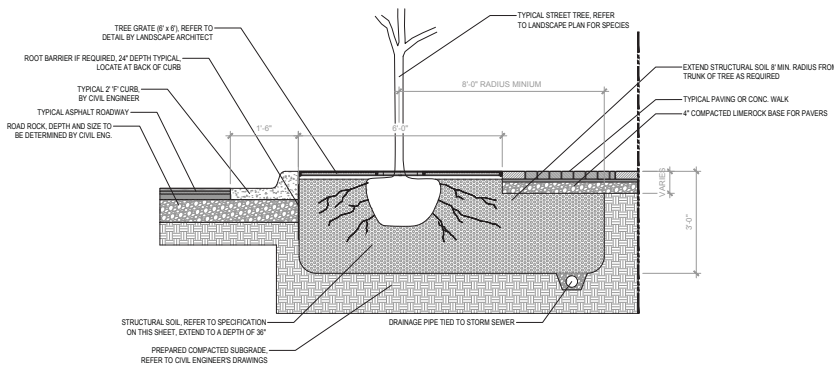
Sheet Description
LANDSCAPE PLAN

Release Date
06-09-17

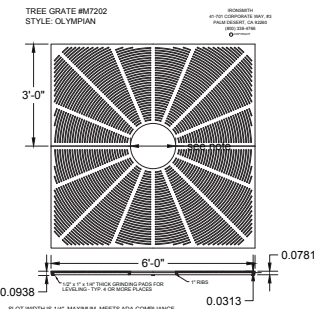
Project Number
1735

Drawing Number
L-200

LANDSCAPE PLANS

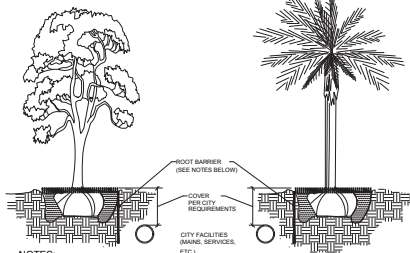


Structural Soil Detail



Tree Grate Detail

NOTE: PROVIDE ROOT BARRIERS AS REQUIRED ON ALL TREES IN CONFLICT WITH UTILITIES. MINIMUM CLEARANCE OF 1\"/>



- NOTES:
1. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH CITY AND INSPECTED BY CITY PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
 2. ROOT BARRIERS SHALL HAVE MINIMUM DEEP PER CITY REQUIREMENTS. APPROVED PRODUCTS INCLUDE "DEEP ROOT" AND "ROOT SOLUTION". FLEXIBLE BARRIERS SHALL BE 30" PANELS MANUFACTURED BY BIOMANIF.
 3. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.

Root Barrier Detail

PART 2 - PRODUCTS

2.1 STRUCTURAL SOIL

A. Provide a Structural Soil mix using the base components listed below that will meet the ASTM standards as follows:

- 1. Density Expanded State 80%
- 2. Density Compaction 80%
- 3. Air Flow Permeability 10% - 10% by volume
- 4. Water Retention ASTM D2000, at 1.5 bar minimum of 10% - 10% by volume, at 0.05 bar
- 5. Penetration Hydraulic Conductivity ASTM D2000 or D2000M Maximum 10⁻³ cm/sec

2.2 Structural Soil Components

- A. 3/4" Single Flange 40# Expanded State

1. ASTM D20 (Low Dry Weight loose 140 Bound to 90 Bound)
2. ASTM D127 (Specific Gravity to meet 1.45 to 1.60 Dry Bulk)
3. ASTM D200 to meet the ASTM Gradation 3/4" #8 size

4. Test for permeability from City of Los Angeles. Minimum testing in accordance with ASTM D-1517 modified method #16 1-1986. No more than 20% of the weight of the aggregate may be lost by seepage.

Grain Size	% Passing
3/4"	100
3/8"	90 - 100
#40	10 - 20
#60	0 - 10

2.3 MINERAL SUPPLIES

1. Structural Soil
 - a. Manufacture mix the sand and water thoroughly if mixing is necessary to meet the above criteria.
 - b. Structure and #2 Expanded State with water and manufacturer, mix the sands dry then add the water portion and completely mix.
 - c. When incorporating the mineral mix, ensure the pile mix is uniform to prevent drying out or soil separation from soil.
 - d. Treated the mix within four hours of mixing.

NOTES:

GENERAL PLANTING REQUIREMENTS

ALL SEEDS SHOWN FOR PLANT MATERIAL ON THE PLANS ARE TO BE CONSIDERED MINIMUM. ALL PLANT MATERIAL MUST MEET OR EXCEED THESE MINIMUM REQUIREMENTS FOR BOTH HEIGHT AND SPREAD. ANY OTHER REQUIREMENTS FOR SPECIFIC SHAPE OR EFFECT AS NOTED ON THE PLANS WILL ALSO BE REQUIRED FOR FINAL ACCEPTANCE.

ALL PLANT MATERIAL FURNISHED BY THE LANDSCAPE CONTRACTOR SHALL BE FLORIDA #1 OR BETTER AS ESTABLISHED BY "TRADES AND STANDARDS FOR FLORIDA NURSERY PLANTS" AND "TRADES AND STANDARDS FOR FLORIDA NURSERY TREES". ALL MATERIAL SHALL BE INSTALLED AS PER CSI SPECIFICATIONS.

ALL PLANT MATERIAL AS INCLUDED HEREIN SHALL BE GUARANTEED BY THE LANDSCAPE CONTRACTOR FOR A MINIMUM PERIOD AS FOLLOWS: ALL TREES AND PALMS FOR 18 MONTHS, ALL SHRUBS, VINES, GROUNDCOVERS AND MISCELLANEOUS PLANTING MATERIALS FOR 90 DAYS, AND ALL LAWN AREAS FOR 90 DAYS AFTER FINAL ACCEPTANCE BY THE OWNER OR OWNER'S REPRESENTATIVE.

ALL PLANT MATERIAL SHALL BE PLANTED IN PLANTING SOIL THAT IS DELIVERED TO THE SITE IN A CLEAN, LOOSE AND FRABLE CONDITION. ALL SOIL SHALL HAVE A WELL DRAINED CHARACTERISTIC. SOIL MUST BE FREE OF ALL ROCKS, STUMPS, AND OBSTRUCTIBLE MATERIAL INCLUDING WEEDS AND WEED SEEDS AS PER CSI SPECIFICATIONS.

SIX INCHES (6") OF PLANTING SOIL 50/50 SAND/TOPSOIL MIX IS REQUIRED AROUND AND BENEATH THE ROOT BALL OF ALL TREES AND PALMS, AND 4" CUBIC YARD PER 8" BEDDING OR GROUND COVER PLANTS.

ALL LANDSCAPE AREAS SHALL BE COVERED WITH EUCALYPTUS OR STERILIZED SEED FREE MULCH TO A MINIMUM DEPTH OF THREE INCHES (3") OF COVER WHEN SETTLED. CYPRESS BARK MULCH SHALL NOT BE USED.

ALL PLANT MATERIAL SHALL BE THOROUGHLY WATERED AT THE TIME OF PLANTING, NO DRY PLANTING PERMITTED. ALL PLANT MATERIALS SHALL BE PLANTED SUCH THAT THE TOP OF THE PLANT BALL IS FLUSH WITH THE SURROUNDING GRADE.

ALL LANDSCAPE AND LAWN AREAS SHALL BE IRRIGATED BY A FULLY AUTOMATIC SPRINKLER SYSTEM ADAPTED TO PROVIDE 100% COVERAGE OF ALL LANDSCAPE AREAS. ALL HEADS SHALL BE ADJUSTED TO 100% OPERATE AS PER MANUFACTURERS SPECIFICATIONS AND PERFORMANCE STANDARDS UTILIZING A RUST FREE WATER SOURCE. EACH SYSTEM SHALL BE INSTALLED WITH A RAIN SENSOR.

IT IS THE SOLE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO INSURE THAT ALL NEW PLANTINGS RECEIVE ADEQUATE WATER DURING THE INSTALLATION AND DURING ALL PLANT WARRANTY PERIODS. DEEP WATERING OF ALL NEW TREES AND PALMS AND ANY SUPPLEMENTAL WATERING THAT MAY BE REQUIRED TO AUGMENT NATURAL RAINFALL AND SITE IRRIGATION IS MANDATORY TO INSURE PROPER PLANT DEVELOPMENT AND SHALL BE PROVIDED AS A PART OF THIS CONTRACT.

ALL PLANT MATERIAL SHALL BE INSTALLED WITH FERTILIZER, WHICH SHALL BE STATE APPROVED AS A COMPLETE FERTILIZER CONTAINING THE REQUIRED MINIMUM OF TRACE ELEMENTS IN ADDITION TO N, P, K, OR 10% OF THE PRODUCT SHALL BE DERIVED FROM AN ORGANIC SOURCE AS PER CSI SPECIFICATIONS.

CONTRACTORS ARE RESPONSIBLE FOR COORDINATING WITH THE OWNER AND APPROPRIATE PUBLIC AGENCIES TO ASSIST IN LOCATING AND VERIFYING ALL UNDERGROUND UTILITIES PRIOR TO EXCAVATION.

ALL IDEAS, DESIGNS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND ARE THE EXCLUSIVE PROPERTY OF ARCHITECTURAL ALLIANCE.

THE PLAN TAKES PRECEDENCE OVER THE PLANT LIST.

SPECIAL INSTRUCTIONS

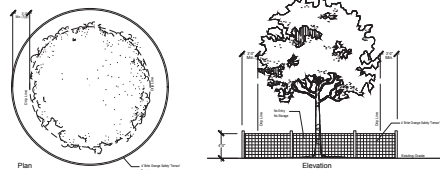
GENERAL SITE AND BERM GRADING TO ±1" FINISH SHALL BE PROVIDED BY THE GENERAL CONTRACTOR. ALL FINISHED SITE GRADING AND FINAL DECORATIVE BERM SHAPING SHALL BE PROVIDED BY THE LANDSCAPE CONTRACTOR.

ALL SOIL AREAS AS INDICATED ON THE PLANTING PLANS SHALL RECEIVE STRATUMPHARM SECONDARY, ST. ADJUSTING FLORITAMF SOLID SOIL. IT SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO INCLUDE IN THE BID THE REPAIR OF ANY SOIL WHICH MAY BE DAMAGED FROM THE LANDSCAPE INSTALLATION OPERATIONS.

A SEPARATE SUB PERMIT APPLICATION FOR TREE REMOVAL AND RELOCATION, AS WELL AS GENERAL LANDSCAPING IS REQUIRED AT TIME OF MASTER PERMIT SUBMITTAL. PROVIDE IRRIGATION PLANS IN ACCORDANCE WITH LRS 42-216.11 FOR PROPOSED IRRIGATION. PROVIDE SEPARATE PLUMBING SUB PERMIT APPLICATION FOR IRRIGATION.

NOTE: ROOT BARRIER TO BE INSTALLED ADJACENT TO UTILITIES AND CURBS PER CITY STANDARDS.

LANDSCAPING IS REQUIRED AT TIME OF MASTER PERMIT SUBMITTAL. PROVIDE IRRIGATION PLANS IN ACCORDANCE WITH LRS 42-216.11 FOR PROPOSED IRRIGATION. PROVIDE SEPARATE PLUMBING SUB PERMIT APPLICATION FOR IRRIGATION.



Existing Tree(s) Protection Detail

AAAL
ARCHITECTURAL ALLIANCE
100 W. WASHINGTON AVENUE, SUITE 1000
FT. LAUDERDALE, FLORIDA 33304

LANDSCAPE PLANS
SAILBOAT BEND II APARTMENTS
ATLANTIC PACIFIC COMMUNITIES
FT. LAUDERDALE, FLORIDA

Sheet Description
LANDSCAPE
DETAILS AND NOTES

Release Date
06-09-17

Project Number
1735

Drawing Number
L-202

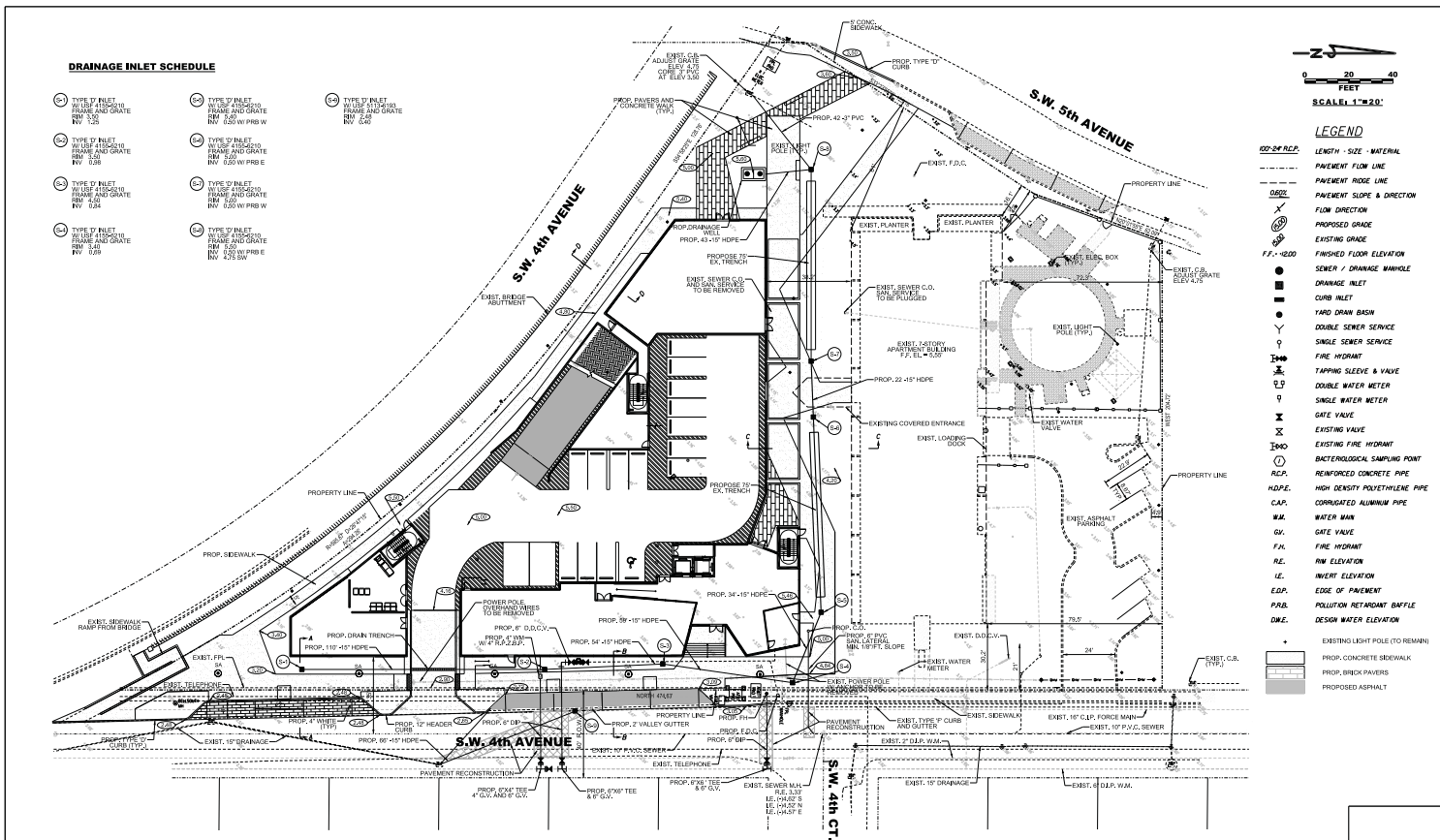
LANDSCAPE PLANS

DRAINAGE INLET SCHEDULE

- ① TYPE 'D' INLET
18" x 18" FRAME AND GRATE
R/W 125
- ② TYPE 'D' INLET
18" x 18" FRAME AND GRATE
R/W 125
- ③ TYPE 'D' INLET
18" x 18" FRAME AND GRATE
R/W 125
- ④ TYPE 'D' INLET
18" x 18" FRAME AND GRATE
R/W 125
- ⑤ TYPE 'D' INLET
18" x 18" FRAME AND GRATE
R/W 125
- ⑥ TYPE 'D' INLET
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- ⑭ TYPE 'D' INLET
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- ⑱ TYPE 'D' INLET
18" x 18" FRAME AND GRATE
R/W 125
- ⑲ TYPE 'D' INLET
18" x 18" FRAME AND GRATE
R/W 125
- ⑳ TYPE 'D' INLET
18" x 18" FRAME AND GRATE
R/W 125



- LEGEND**
- LENGTH - SIZE - MATERIAL
 - PAVEMENT FLOW LINE
 - PAVEMENT ROSE LINE
 - FLOW DIRECTION
 - PAVEMENT SLOPE & DIRECTION
 - EXISTING GRADE
 - FINISHED FLOOR ELEVATION
 - SEWER / DRAINAGE MANHOLE
 - DRAINAGE INLET
 - CURB INLET
 - YARD DRAIN BASIN
 - DOUBLE SEWER SERVICE
 - SINGLE SEWER SERVICE
 - FIRE HYDRANT
 - TAPPING SLEEVE & VALVE
 - DOUBLE WATER METER
 - SINGLE WATER METER
 - GATE VALVE
 - EXISTING VALVE
 - EXISTING FIRE HYDRANT
 - BACTERIOLOGICAL SAMPLING POINT
 - R.C.P. REINFORCED CONCRETE PIPE
 - HDPE HIGH DENSITY POLYETHYLENE PIPE
 - C.A.P. CORRUGATED ALUMINUM PIPE
 - W.M. WATER MAIN
 - G.V. GATE VALVE
 - F.V. FIRE VALVE
 - R.E. R/W ELEVATION
 - I.E. INVERT ELEVATION
 - E.G.P. EDGE OF PAVEMENT
 - P.R.B. POLLUTION RETARDANT BAFFLE
 - D.W.E. DESIGN WATER ELEVATION
 - EXISTING LIGHT POLE (TO REMAIN)
 - PROP. CONCRETE SIDEWALK
 - PROP. BRICK PAVEMENT
 - PROPOSED ASPHALT



NO.	DATE	BY	REVISIONS	NO.	DATE	BY	REVISIONS

Designed by: Drawn:
 Drawn by: Drawn:
 Checked by: Date:



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 C02628 - 1/27/04

SAILBOAT BEND
 CONCEPTUAL ENGINEERING PLAN

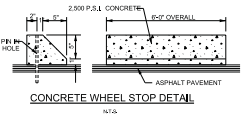
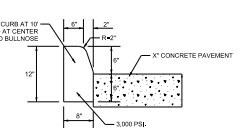
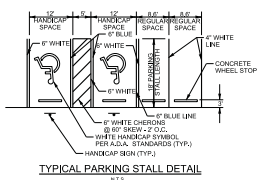
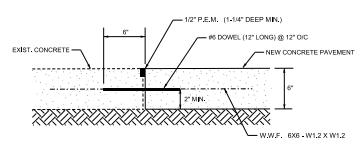
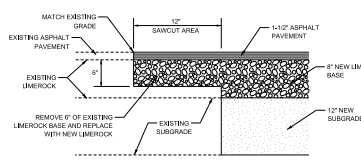
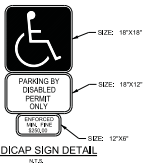
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 1205-18
 SHEET NUMBER:
 C6-1

PAVEMENT NOTES

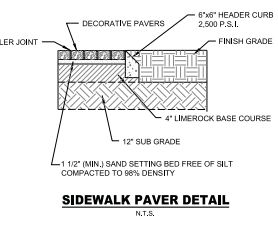
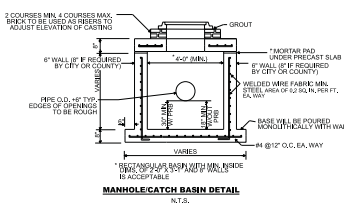
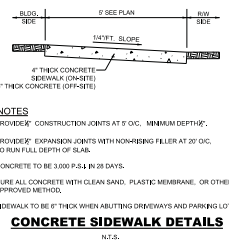
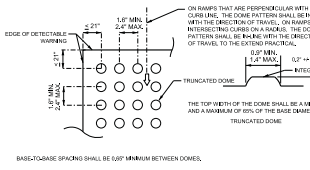
1. THE PAVEMENT SURFACE SHALL BE TYPE 3B ASPHALTIC CONCRETE. THE SURFACE SHALL BE 1/2 INCHES THICK, APPLIED IN TWO (2) SEPARATE LIFTS OF 3/4 INCHES EACH. A TACK COAT SHALL BE APPLIED BETWEEN BOTH PAVEMENT COURSES.
2. THE LIMEROCK BASE SHALL BE 8 INCHES THICK. THE LIMEROCK MATERIAL 8" THICK LIMEROCK BASE SHALL BE USED IN THE PRIVATE PARKING STALLS. THE LIMEROCK MATERIAL SHALL BE COMPACTED TO A DENSITY EQUAL TO OR GREATER THAN 98% OF THE MAXIMUM DRY DENSITY PER A.A.S.H.T.O. T-180 SPECIFICATIONS.
3. THE 8" OR 6" ROCK BASE CAN BE SUBSTITUTED WITH 6" OR 8" CRUSHED CONCRETE BASE. THE CRUSHED CONCRETE BASE MUST BE FREE OF ORGANIC MATERIALS AND OF CONSISTENT SIZE WITH NO AGGREGATES LARGER THAN 2" IN SIZE.
4. THE MATERIAL SHOULD BE WELL GRADED AND HAVE A U.C.T. OF 100. MATERIAL SHALL BE COMPACTED TO A DENSITY EQUAL TO OR GREATER THAN 98% OF THE MAXIMUM DRY DENSITY PER A.A.S.H.T.O. T-180 SPECIFICATIONS. THE CRUSHED CONCRETE GRAVATION MUST MEET THE FOLLOWING REQUIREMENTS:

U.S. SIEVE SIZE	PERCENT PASSING
2"	100%
1 1/2"	85-100
1"	70-96
3/4"	50-80
No. 4	40-60
No. 10	30-50
No. 20	20-40

5. THE SUBGRADE SHALL BE 12 INCHES THICK. THE SUBGRADE MATERIAL SHALL HAVE A MINIMUM LIMEROCK BEARING RATIO (L.B.R.) VALUE OF 65. THE SUBGRADE MATERIAL SHALL BE COMPACTED TO A DENSITY EQUAL TO OR GREATER THAN 98% OF THE MAXIMUM DRY DENSITY PER A.A.S.H.T.O. T-98 SPECIFICATIONS.
6. THE LIMEROCK AND SUBGRADE COURSES SHALL NOT BE CONSTRUCTED UNTIL ALL UTILITY INSTALLATION ARE COMPLETED. ANY PAVEMENT CONSTRUCTION PRIOR TO THIS REQUIREMENT SHALL BE CONDUCTED AT THE CONTRACTOR'S OWN RISK AND ANY REQUIRED REPAIRS WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY.
7. THE PRIME AND TACK COATS SHALL CONFORM TO THE FLORIDA DEPARTMENT OF TRANSPORTATION SECTION 300.7. THE MINIMUM AMOUNT OF TESTING SHALL BE BASED ON ONE (1) DENSITY TEST PER 500 SQUARE FEET OF PAVEMENT.
8. PERCENT DENSITY TESTING SHALL BE CONDUCTED FOR BOTH SUBGRADE AND LIMEROCK BASE COURSES. THE TOTAL NUMBER AND EXACT LOCATION OF THE TESTS SHALL BE DETERMINED BY THE ENGINEER-OF-RECORD OR GOVERNMENT INSPECTOR. THE MINIMUM AMOUNT OF TESTING SHALL BE BASED ON ONE (1) DENSITY TEST PER 500 SQUARE FEET OF PAVEMENT.
9. THE FIRST LIFT OF THE ASPHALTIC CONCRETE PAVEMENT SHALL BE APPLIED 1/2 INCH BELOW THE TOP OF CURB AND/OR SIDEWALK IF APPLICABLE. THE SECOND FINISH LIFT SHALL EXTEND 1/2 INCH ABOVE THE TOP OF CURB AND/OR SIDEWALK. THE FINAL LIFT OF ASPHALT SHALL NOT BE APPLIED UNTIL AFTER THE CLIENT, ENGINEER-OF-RECORD AND/OR GOVERNMENT AGENCIES DETERMINE THAT SUBSTANTIAL PROJECT CONSTRUCTION HAS BEEN COMPLETED.
10. ALL EXISTING ORGANIC AND DELICIOUS MATERIALS WITHIN THE RIGHT-OF-WAY AND PAVEMENT AREAS ARE TO BE REMOVED TO THEIR FULL DEPTH AND REPLACED WITH APPROVED SURFACE MATERIAL. UNLESS AN ALTERNATE METHOD IS RECOMMENDED BY A CERTIFIED GEOTECHNICAL ENGINEER. THE DETERMINATION OF ORGANIC AND UNSUITABLE MATERIALS SHALL BE BASED ON F.O.D.T. STANDARDS.
11. ALL EXISTING PAVEMENT CONNECTIONS AND REPAIRS SHALL HAVE A STRAIGHT SAWCUT EDGE PRIOR TO APPLYING NEW ASPHALT.
12. ONCE FINAL LIFT OF ASPHALT HAS BEEN APPLIED, ALL PERMANENT CONTROL POINTS, REFERENCE MARKERS, VALVES, INLET AND MANHOLE FRAMES SHALL BE ADJUSTED TO FINAL GRADE.



- SIGNING & PAVEMENT MARKING NOTES**
1. INSTALL ALL NECESSARY PAVEMENT MARKINGS AND SIGNS IN ACCORDANCE WITH THE TRAFFIC CONTROL STANDARDS, FLORIDA DEPARTMENT OF TRANSPORTATION AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
 2. ALL PAVEMENT MARKINGS LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE INSTALLED USING THERMOPLASTIC PAINT.
 3. ALL PAVEMENT MARKINGS LOCATED WITHIN PRIVATE PROPERTY SHALL BE INSTALLED USING REFLECTORIZED PAINT.
 4. ALL TRAFFIC SIGNS SHALL BE CONSTRUCTED USING HIGH-INTENSITY REFLECTORIZED MATERIAL.
 5. INSTALL BLUE PAVEMENT REFLECTOR IN FRONT OF EACH FIRE HYDRANT LOCATED AT CENTER OF ADJACENT DRIVEWAY.



NO.	DATE	BY	REVISIONS	NO.	DATE	BY	REVISIONS

Designed by: Date: / /
 Drawn by: Date: / /
 Checked by: Date: / /



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 C02626 - 1/8/2004

SAILBOAT BEND
 PAVING AND DRAINAGE DETAILS

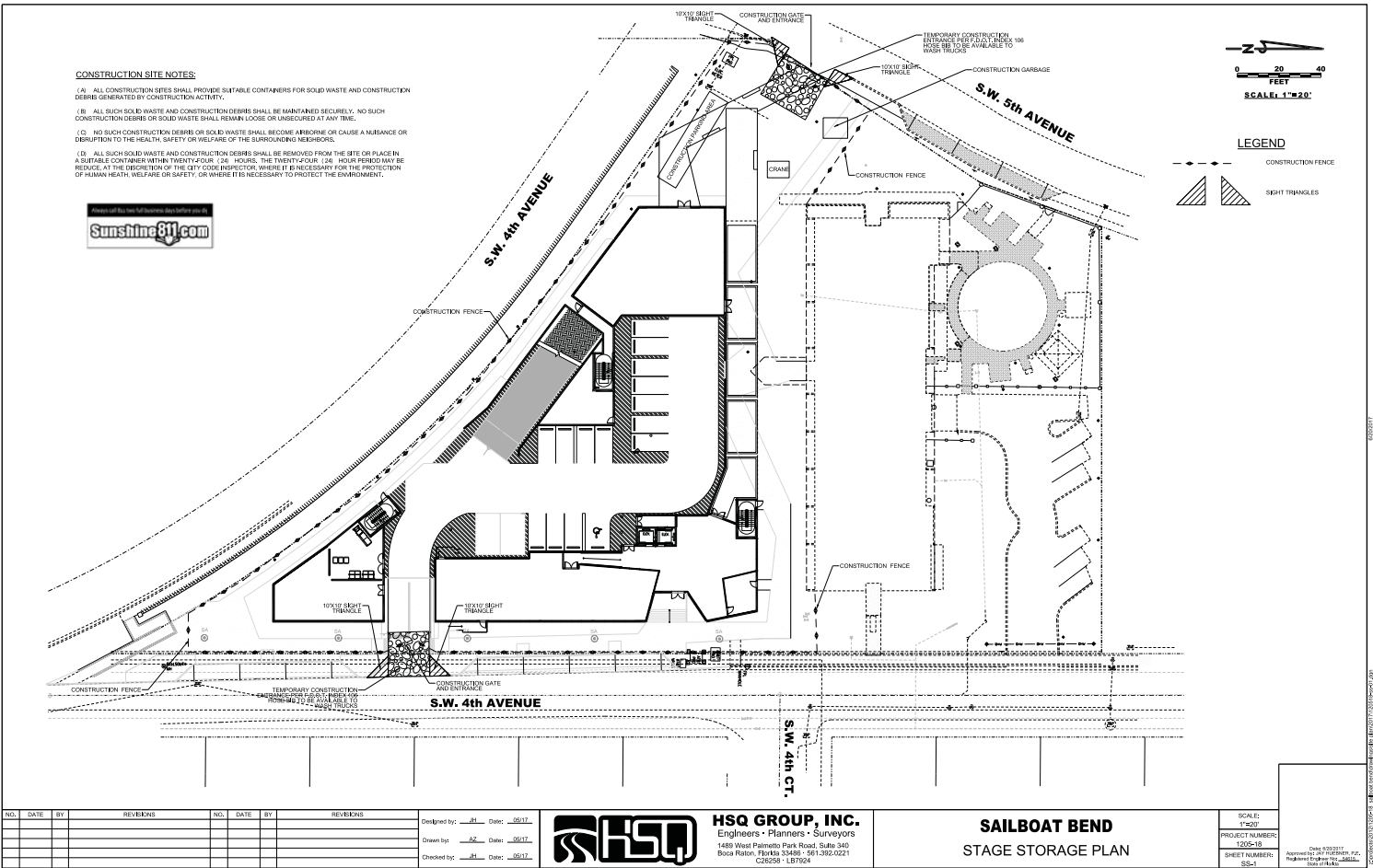
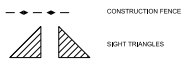
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 PROJECT NUMBER: 1205-16
 SHEET NUMBER: PDD-1
 Date: 02/01/17
 Approved by: [Signature]
 Prepared by: [Signature]

CONSTRUCTION SITE NOTES:

- (A) ALL CONSTRUCTION SITES SHALL PROVIDE SUITABLE CONTAINERS FOR SOLID WASTE AND CONSTRUCTION DEBRIS GENERATED BY CONSTRUCTION ACTIVITY.
- (B) ALL SUCH SOLID WASTE AND CONSTRUCTION DEBRIS SHALL BE MAINTAINED SECURELY. NO SUCH CONSTRUCTION DEBRIS OR SOLID WASTE SHALL REMAIN LOOSE OR UNSECURED AT ANY TIME.
- (C) NO SUCH CONSTRUCTION DEBRIS OR SOLID WASTE SHALL BECOME AIRBORNE OR CAUSE A NUISANCE OR DISRUPTION TO THE HEALTH, SAFETY OR WELFARE OF THE SURROUNDING NEIGHBORS.
- (D) ALL SUCH SOLID WASTE AND CONSTRUCTION DEBRIS SHALL BE REMOVED FROM THE SITE OR PLACED IN A SUITABLE CONTAINER WITHIN TWENTYFOUR (24) HOURS. THE TWENTYFOUR (24) HOUR PERIOD MAY BE REDUCED, AT THE DISCRETION OF THE CITY CODE INSPECTOR, WHERE IT IS NECESSARY FOR THE PROTECTION OF HUMAN HEALTH, WELFARE OR SAFETY, OR WHERE IT IS NECESSARY TO PROTECT THE ENVIRONMENT.



LEGEND



NO.	DATE	BY	REVISIONS	NO.	DATE	BY	REVISIONS

Designed by: Date: / /
 Drawn by: Date: / /
 Checked by: Date: / /



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SAILBOAT BEND
STAGE STORAGE PLAN

SCALE:
 1"=20'
 PROJECT NUMBER:
 1205-18
 SHEET NUMBER:
 SS-4

 Date: 03/20/17
 Approved by: JEFF HOFFMAN, P.E.
 Professional Engineer No. 36864
 State of FL, USA