

**REQUEST FOR APPLICATIONS 2018-101**

**SAIL FINANCING FOR  
SMALLER DEVELOPMENTS FOR  
PERSONS WITH SPECIAL NEEDS AND HOMELESS HOUSEHOLDS**

**Issued By:**

**FLORIDA HOUSING FINANCE CORPORATION**

**Issued: February 1, 2018**

**Due: March 1, 2018**

## **SECTION ONE INTRODUCTION**

This Request for Applications (RFA) is open to Non-Profit Applicants proposing new construction or acquisition and Substantial Rehabilitation to create new housing for Persons with Special Needs as defined in Section 420.0004(13), F.S.; and for individuals and families that meet the Homeless definition as defined in Section 420.621(5), F.S.

Florida Housing Finance Corporation (the Corporation) expects to offer an estimated \$18,200,000, comprised of the State Apartment Incentive Loan (SAIL) funding appropriated by the 2017 Florida Legislature as outlined below. This includes funding for ELI gap loans associated with the units that must be set aside for Extremely Low-Income (ELI) Households.

The intent of this RFA is to help communities address the significant need for rental housing for some of the most vulnerable individuals living in their communities. Funding has been made available as follows:

- (1) \$14,200,000 available for Applications to provide Permanent Supportive Housing for Persons with Special Needs as defined in Section 420.0004(13), F.S.

These persons may be living in residential facilities, homeless, or living in the community but lack affordable and permanent rental housing that provides assistance with housing stability and coordinated access to appropriate community-based healthcare and supportive services. Applicants that commit to the Persons with Special Needs demographic commitment must also commit 20 percent of the total units for Permanent Supportive Housing for individuals and families that meet the Homeless definition as defined in Section 420.621(5), F.S.

- (2) \$4,000,000 available for Applications to provide permanent rental housing for individuals and families that meet the Homeless definition as defined in Section 420.621(5), F.S.

The Development may include serving Homeless households that are chronically Homeless, are fleeing domestic violence, or become homeless because of economic hardships. Applicants that commit to the Homeless demographic commitment must also commit 20 percent of the total units for individuals and families that meet the Persons with Special Needs definition as defined in Section 420.0004(13), F.S. The Development may consist of Permanent Supportive Housing, but it is not a requirement of the RFA.

This RFA limits Developments in small counties to between 4 and 15 units, and Developments in medium and large counties to between 10 and 30 units. Applicants must agree and adhere to Housing First principles in operating and managing Developments. Group homes, Assisted Living Facilities, and other specialized licensed residential facilities, as well as units within a condominium complex or any single room occupancy developments, are not eligible for funding under this RFA.

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

## SECTION TWO DEFINITIONS

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

## SECTION THREE PROCEDURES AND PROVISIONS

### A. Submission Requirements

1. The Application Deadline is **11:00 a.m., Eastern Time, on March 1, 2018**. To meet the submission requirements, prior to the Application Deadline the Applicant must do all of the following for its Application:

a. The Applicant must download and complete the following documents found on the Corporation Website at <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-101> (also available by clicking [here](#)):

(1) The Application;

(2) The Development Cost Pro Forma; and

(3) The Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16) ("Principals Disclosure Form"). A Principals Disclosure Form that was approved during the Advance Review Process, which is described in Section Four A.3.d. of the RFA, may be used to satisfy this requirement, provided the form was approved for the type of funding being requested (i.e. Housing Credits or non-Housing Credits).

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

b. Next, when the Applicant is ready to submit the completed Application, Development Cost Pro Forma and Principals Disclosure form (the "Complete Online Submission Package") to the Corporation, the Applicant must go to the webpage <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-101> (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 \$1,500 Application fee, payable to Florida Housing Finance Corporation (check or money order only); and
    - (b) The Applicant Certification and Acknowledgement form with an original signature (blue ink preferred).
  - (2) The remaining two (2) printed copies of the complete Uploaded Application with all applicable attachments should be labeled "Copy".
- f. The Applicant should label the outside of each shipping box with the applicable RFA number. The Corporation will not consider faxed or e-mailed Applications.

2. After 11:00 a.m., Eastern Time, on the Application Deadline, each Application for which hard copies are received by the Application Deadline will be assigned an Application number. In addition, these Applications will be assigned a lottery number by having the Corporation's internal auditors run the total number of Applications received through a random number generator program.

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

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

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

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

- B. This RFA does not commit the Corporation to award any funding to any Applicant or to pay any costs incurred in the preparation or delivery of an Application.
- C. Florida Housing reserves the right to:
  1. Waive Minor Irregularities; and
  2. Accept or reject any or all Applications received as a result of this RFA.
- D. Any interested party may submit any inquiry regarding this RFA in writing to the Director of Multifamily Allocations via e-mail at [RFA\\_2018-101\\_Questions@floridahousing.org](mailto:RFA_2018-101_Questions@floridahousing.org) (also accessible by clicking [here](#)) with "Questions regarding RFA 2018-101" as the subject of the email. All inquiries are due by 5:00 p.m., Eastern Time, on February 13, 2018. Phone calls or written inquiries other than at the above e-mail address will not be accepted. The Corporation expects to respond to all inquiries by 5:00 p.m., Eastern Time, on February 16, 2018, and will post a copy of all inquiries received, and their answers, on the Corporation's Website at <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-101> (also accessible by clicking [here](#)). The Corporation will also send a copy of those inquiries and answers in writing to any interested party that requests a copy. The Corporation will determine the method of sending its answers, which may include

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

- E. Any person who wishes to protest the specifications of this RFA must file a protest in compliance with Section 120.57(3), Fla. Stat., and Rule Chapter 28-110, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.
- F. By submitting this Application, including all applicable attachments thereto, each Applicant agrees to the terms and conditions outlined in the RFA and certifies that:
1. **Public Records.** Any material submitted in response to this RFA is a public record pursuant to Chapter 119, Fla. Stat. Per Section 119.071(1)(b)2., the sealed Applications received by the Corporation are exempt from disclosure until such time as the Board provides notice of an intended decision or until 30 Calendar Days after the opening of the sealed Applications, whichever is earlier.
  2. **Noninterference.** At no time during the review and evaluation process, commencing with the Application Deadline and continuing until the Board renders a final decision on the RFA, may Applicants or their representatives contact Board members or Corporation staff, except Corporation legal staff, concerning their own or any other Applicant's Application. If an Applicant or its representative does contact a Board or staff member in violation of this section, the Board shall, upon a determination that such contact was made in an attempt to influence the selection process, disqualify the Application.
  3. **Requirements.** Proposed Developments funded under this RFA will be subject to the requirements of the RFA, inclusive of all Exhibits, the Application requirements outlined in Rule Chapter 67-60, F.A.C., the requirements outlined in Rule Chapter 67-48, F.A.C., and/or Rule Chapter 67-21, F.A.C., and the Compliance requirements of Rule Chapter 67-53, F.A.C.
  4. **Modifications.** Any modifications that occur to the Request for Application will be posted on the web site and may result in an extension of the deadline. It is the responsibility of the Applicant to check the website for any modifications prior to the Application Deadline.
- G. The Corporation expects to select one (1) or more Applications to award the funding contemplated by this RFA. Any such Applications will be selected through the Corporation's review of each Application, considering the factors identified in this RFA.

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

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

**A. Exhibit A Items**

**1. Submission Requirements**

Applicant Certification and Acknowledgement

The Applicant must include an Applicant Certification and Acknowledgement form, executed by the Authorized Principal Representative, as **Attachment 1** to Exhibit A to indicate the Applicant's certification and acknowledgement of the provisions and requirements of the RFA. The form included in the copy of the Application labeled "Original Hard Copy" must reflect an original signature (blue ink is preferred). The Applicant Certification and Acknowledgement form is provided on the Corporation's Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-101/forms-related-to-rfa-2018-101> (also accessible by clicking [here](#)). Note: If the Applicant provides any version of the Applicant Certification and Acknowledgement form other than the version included in this RFA, the form will not be considered.

**2. Demographic Commitment**

a. Select the Demographic Commitment

(1) Persons with Special Needs Demographic Commitment

(a) Requirements

Applicants that commit to serve the Persons with Special Needs demographic commitment will be required to make the following set aside commitments for a minimum of 30 years:

At least 70 percent of the total units must consist of Permanent Supportive Housing for Persons with Special Needs as defined in Section 420.0004(13), F.S.;

AND

At least 20 percent of the total units must consist of Permanent Supportive Housing for individuals and families that meet the definition of Homeless as defined in Section 420.621(5), F.S., (which may be the same units set aside for Persons with Special Needs).

(b) Interest Rate

(i) Applicants that commit to set aside at least 70 percent, but less than 80 percent, of the total units for Persons with Special

Needs will qualify for a SAIL loan with an interest rate of 0 percent for the percentage of units that are set aside for Persons with Special Needs, and an interest rate of 1 percent for the remaining units. For example, a set-aside commitment of 70 percent of the units for Persons with Special Needs will have 70 percent at 0 percent and 30 percent at 1 percent, or a blended overall interest rate of 0.30 percent.

- (ii) Applicants that commit to set aside at least 80 percent of the total units for Persons with Special Needs will qualify for a SAIL loan with an interest rate of 0 percent.

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

(2) Homeless Individuals and Families Demographic Commitment

(a) Requirements

Applicants that commit to serve the Homeless demographic commitment will be required to make the following set aside commitments for a minimum of 30 years:

At least 70 percent of the total units for Homeless individuals and families that meet the definition of Homeless as defined in Section 420.621(5), F.S.;

AND

At least 20 percent of the total units for Persons with Special Needs as defined in Section 420.0004(13), F.S., (which may be the same units set aside for Homeless individuals and families).

(b) Interest Rate

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



- (ii) Applicants that commit to set aside at least 80 percent of the total units for Homeless individuals and families will qualify for a SAIL loan with an interest rate of 0 percent.

Applicants that commit to the Homeless Individuals and Families Demographic Commitment should check the box demonstrating the appropriate percentage of total units for the proposed Development's demographic commitment. If neither box is selected by the Applicant or if both boxes are selected by the Applicant, it will be assumed that the Applicant is committing to set aside at least 70 percent, but less than 80 percent, of the total units for Homeless individuals and families.

- b. The Applicant must also check the box or boxes that specify the defined Persons with Special Needs population(s) that the Applicant proposes to serve for a minimum of 12 years at question 2.b. of Exhibit A:
  - (1) Adult persons requiring independent living services in order to maintain housing or develop independent living skills and who have a Disabling Condition that currently impairs or is likely to impair their physical mobility;\*
  - (2) Persons receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits;\*

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

- (3) Adult persons requiring independent living services in order to maintain housing or develop independent living skills and who have a Disabling Condition that neither currently impairs nor is likely to impair their physical mobility, such as persons with a mental illness;\*\*
- (4) Young adults formerly in foster care who are eligible for services under Section 409.1451(5), F.S.;\*\* and/or
- (5) Survivors of domestic violence as defined in Section 741.28, F.S.\*\*

\*\*Because residents of the subpopulations described in (3), (4), and (5) above are less likely to have Mobility Impairments, Applicants that select (3) and/or (4) and/or (5) above and that do not also select (1) and/or (2) above must at a minimum meet the accessibility, adaptability, universal design and visitability features requirements outlined in Section Four A.8.c.(2) ("Level 2 Accessibility Requirements").

- c. The Applicant must describe the Homeless and Persons with Special Needs population(s) to be served. For example, a subpopulation might be Persons with Special Needs with mental illness or veterans with brain or spinal cord injuries. Applicants must

provide a detailed description of the resident household characteristics, needs and preferences of the intended residents and how the proposed Development will meet these needs and preferences. This information will be considered by the Corporation when reviewing and scoring how the proposed access to community based services will assist the intended residents. The intent and scope of the proposed Development must be in conformance with the written housing priorities of the most recently published Local Homeless Assistance Continuum of Care Homeless Assistance Plan as of the Application Deadline. This will be verified during credit underwriting.

The Applicant's description(s) is limited to no more than four (4) typed pages within the text box at question 2.c. of Exhibit A. Note: Although the online Application system allows for more than four (4) pages, any portion of the description that is beyond four (4) pages will not be considered.

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

#### a. Contact Person

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

#### b. Applicant Information

- (1) The Applicant must state the name of the Applicant.
- (2) The Applicant must be a legally formed entity [i.e., limited partnership, limited liability company, etc.] qualified to do business in the state of Florida as of the Application Deadline. The Applicant must include, as **Attachment 2** to Exhibit A, evidence from the Florida Department of State, Division of Corporations, that the Applicant satisfies the foregoing requirements; such evidence may be in the form of a certificate of status or other reasonably reliable information or documentation issued, published or made available by the Florida Department of State, Division of Corporations.

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

current year or previous year.

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

The Applicant's Non-Profit status will be verified during credit underwriting. If this cannot be verified, the Applicant will no longer be considered a Non-Profit Applicant and funding awarded under this RFA will be rescinded.

- (a) 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**:
- (1) The IRS determination letter;
  - (2) 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);
  - (3) The names and addresses of the members of the governing board of the Non-Profit entity;
  - (4) The articles of incorporation or the IRS Form 990 most recently filed with the IRS, but no earlier than 2015, demonstrating that, as of the Application Deadline, one of the purposes of the Non-Profit entity is to foster low-income housing.
- (b) Provide the percentage of Developer's fee that will go to the Non-Profit Applicant entity. To be eligible for funding, the Non-Profit Applicant entity must receive a total of at least 25 percent of the Developer fee. As outlined in Section Five B. 1. of the RFA, preference will be given to Applications where ~~one or more~~ the Non-Profit Applicant entityies receives 100 percent of the Developer fee. All other Applications will be considered Tier 2 Applications.

The Applicant must remain a Non-Profit entity and the Non-Profit entity must (i) receive the percentage of the Developer's fee that is stated in Exhibit A; and (ii) contractually ensure that it substantially and materially participates in the management and operation of the Development throughout the Compliance Period.

- (4) Homeless Assistance Continuum of Care Requirements for All Applicants

All Applicants must meet the following requirements specific to its commitment, pursuant to this RFA, to serve Homeless households:

- (a) Provide documentation that the Applicant informed the jurisdiction's Local Continuum of Care lead agency head of its intent to apply for funding to develop housing pursuant to this RFA must be submitted as **Attachment 4**;
- (b) Have an executed agreement to participate in the Continuum of Care's Homeless Management Information System (HMIS); and will contribute data on the Development's tenants to the Continuum of Care's HMIS data system or, if serving Survivors of Domestic Violence, is providing aggregate data reports to the Continuum of Care. The executed agreement shall be required at least 6 months prior to the expected placed in service date;
- (c) Commit to be a housing provider in the Continuum of Care's Homeless Coordinated Entry system as required by the U.S. Department of Housing and Urban Development; and
- (d) The Applicant must become active in the Continuum of Care, which means that at least one (1) paid employee of the Applicant entity or member of the Board of Directors of the Applicant entity will, at a minimum, regularly attend meetings of the Local Homeless Assistance Continuum of Care in the jurisdiction that serves the community in which the proposed Development is located. For purposes of this provision, "regularly" means at least quarterly.

Prior to loan closing, Corporation staff will verify that the Applicant has become active by verifying that at least one (1) paid employee of the Applicant entity or member of the Board of Directors of the Applicant entity has attended at least one such meeting in the previous three (3) months.

c. General Developer Information

- (1) The Applicant must state the name of each Developer, including all co-Developers.
- (2) Each Developer entity identified (that is not a natural person) must be a legally formed entity qualified to do business in the state of Florida as of the Application Deadline. For each stated Developer entity that is not a natural person, provide, as **Attachment 5** to Exhibit A, evidence from the Florida Department of State, Division of Corporations, that the Developer satisfies the foregoing requirements. Such evidence may be in the form of a certificate of status or other reasonably reliable information or documentation issued, published or made available by the Florida Department of State, Division of Corporations.

The Corporation is aware of the May 1st deadline for filing the annual report with the Division of Corporations and will accept a Certificate of Good Standing

for the Developer(s) that reflects an expiration date of December 31 of either the current year or previous year.

(3) General Development Experience

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

(a) General Development Experience

A Principal, which must be a natural person, of each experienced Developer entity must have, since January 1, 1998, completed at least one (1) affordable rental housing development. At least one (1) of the 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 means (i) that the temporary or final certificate of occupancy has been issued for at least one (1) unit in one of the residential apartment buildings within the development, or (ii) if funded with Housing Credits, that at least one (1) IRS Form 8609 has been issued for one of the residential apartment buildings within the development. As used in this section, 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 5** to Exhibit A, a prior experience chart for each natural person Principal intending to meet the minimum general development experience reflecting the required information for the two (2) completed affordable rental housing developments.

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

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

(1) Eligibility Requirements

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

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

(2) Point Item

Applicants will receive 5 points if the uploaded Principal Disclosure Form was stamped “Approved” during the Advance Review Process provided (a) it is still correct as of Application Deadline, and (b) it was approved for the type of funding being requested (i.e., Housing Credits or Non-Housing Credits). The Advance Review Process for Disclosure of Applicant and Developer Principals is available on the Corporation’s Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-101> (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 borrowing entity and cannot be changed in any way (materially or non-materially) until after loan closing. After loan closing, (a)

any material change will require review and approval of the Credit Underwriter, as well as approval of the Board prior to the change, and (b) any non-material change will require review and approval of the Corporation, as well as approval of the Board prior to the change. Changes to the Applicant entity (material or non-material) prior to the loan closing or without Board approval after the loan closing may result in disqualification from receiving funding and may be deemed a material misrepresentation.

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.

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

The Applicant should state whether any Principals of the Applicant entity are a Public Housing Authority. To qualify for the "Add-On Bonus" described Section Five, A.2 of the RFA and in Item 1 of Exhibit C, the Public Housing Authority must be reflected on the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16). For purposes of the "Add-On Bonus", the Public Housing Authority must not be disclosed as only the Investor Limited Partner of the Applicant or Investor Member of the Applicant.

e. General Management Company Information

The Applicant must identify the Management Company.

**4. General Proposed Development Information**

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

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

b. Development Category

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

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

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

(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) Acquisition with Substantial Rehabilitation

(i) Less than 50 percent of the total units must be new construction; and

(ii) The proposed Development must meet the definition of Substantial Rehabilitation in Rule 67-48.002, F.A.C.

c. Development Type

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

- Garden Apartments (a building comprised of 1, 2 or 3 stories, with an elevator)
- Duplexes
- Triplexes
- Quadraplexes

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

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

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

d. Concrete Construction Qualifications

To qualify as “concrete construction” for purposes of the Total Development Cost Limitation calculation, 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.

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

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 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.

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

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

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

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

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

- d. Latitude/Longitude Coordinates

- (1) 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.

## 6. Units

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

For Small County Developments, the minimum is 4 units and the maximum is 15. For Medium and Large County Developments, the minimum is 10 units and the maximum is 30.

- b. 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.

- c. Set-Aside Commitments

- (1) Income Set-Aside Units

- 100 percent of the units shall be rented to households (person or persons) with incomes at or below 60 percent of the Area Median Income (AMI).

- Applicants may rent units as Shared Housing, as defined in Exhibit C, to allow unrelated persons the choice to share units.

- The Corporation will require that properties use the Multifamily Programs Income Limits (updated each year) to determine resident eligibility under this funding. A copy of the 2017 Income Limit Chart for all areas of the state is provided at [http://www.floridahousing.org/docs/default-source/developers-and-property-managers/compliance/limits/income-limits/001-2017\\_combined\\_income\\_limits\\_-\\_rent\\_limits\\_by\\_county\\_-\\_fhfc\\_rental\\_programs\\_4-14-2017.pdf?sfvrsn=2](http://www.floridahousing.org/docs/default-source/developers-and-property-managers/compliance/limits/income-limits/001-2017_combined_income_limits_-_rent_limits_by_county_-_fhfc_rental_programs_4-14-2017.pdf?sfvrsn=2), (also accessible by clicking [here](#)). Income certification of the tenants will be required throughout the Compliance Period.

- (2) Required ELI Commitments

- All Applicants must commit to set aside 20 percent of the total units in the proposed Development to serve Extremely Low Income Households. All Applicants are eligible for ELI Loan funding for the required ELI Set-Aside units, not to exceed 20 percent of the total units, as further outlined in Section Four A.10.a.(1)(b) of the RFA. The following chart sets out the ELI Area Median Income (AMI) for each County and the maximum ELI Loan gap funding amounts per eligible ELI Set-Aside unit. If the Unit Mix stated by the Applicant is adjusted during the credit underwriting process, the ELI Loan gap funding amount may be decreased, but under no circumstances shall it be increased.

- Example: For purposes of the Application, an Applicant specifies that the proposed Development will be located in Charlotte County and will have a total of 23 units. This means that 5 of those units (23 multiplied by 0.20, rounded up) must be ELI Set-Aside units and, as shown below, must be committed to households with incomes at or below 40 percent of the AMI. The remaining units must be committed to households with incomes at or below 60 percent of the AMI.

For purposes of completing this Application, the Applicant should refer to the chart below. Although, as of the issue date for this RFA, the fiscal year 2017 Multifamily Tax Subsidy Income Limits have not been issued by HUD, the ELI Set-Aside units committed to by the Applicant in its Application will be required to be set aside at the 2018 ELI AMI level. The Corporation will notify the Applicants selected for funding of the actual 2018 ELI AMI level at the time the preliminary commitment is issued.

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

<b>County</b>	<b>2017 ELI AMI</b>	<b>0 &amp; 1 Bedroom Units</b>	<b>2 Bedroom Units</b>	<b>3 Bedroom Units</b>
Alachua	33%	\$62,900	\$73,800	\$83,100
Baker	40%	\$42,400	\$49,700	\$56,000
Bay	40%	\$40,700	\$47,600	\$53,800
Bradford	40%	\$38,400	\$45,000	\$50,900
Brevard	35%	\$55,300	\$65,000	\$73,300
Broward	28%	\$87,600	\$102,500	\$115,600
Calhoun	45%	\$26,200	\$30,600	\$34,500
Charlotte	40%	\$39,000	\$45,700	\$51,600
Citrus	45%	\$26,200	\$30,600	\$34,500
Clay	33%	\$62,500	\$73,200	\$82,600
Collier	33%	\$67,500	\$79,200	\$89,100
Columbia	40%	\$38,400	\$45,000	\$50,700
DeSoto	45%	\$26,200	\$30,600	\$34,500
Dixie	45%	\$26,200	\$30,600	\$34,500
Duval	33%	\$62,500	\$73,200	\$82,600
Escambia	35%	\$55,600	\$65,200	\$73,500
Flagler	40%	\$41,300	\$48,600	\$54,700
Franklin	45%	\$26,600	\$31,200	\$35,200
Gadsden	33%	\$66,300	\$77,700	\$87,700
Gilchrist	33%	\$62,900	\$73,800	\$83,100
Glades	45%	\$26,200	\$30,600	\$34,500
Gulf	45%	\$26,400	\$30,800	\$34,800
Hamilton	45%	\$26,200	\$30,600	\$34,500
Hardee	45%	\$26,200	\$30,600	\$34,500
Hendry	45%	\$26,200	\$30,600	\$34,500
Hernando	40%	\$42,800	\$50,200	\$56,700
Highlands	45%	\$26,200	\$30,600	\$34,500
Hillsborough	40%	\$42,800	\$50,200	\$56,700
Holmes	45%	\$26,200	\$30,600	\$34,500
Indian River	40%	\$42,300	\$49,500	\$55,800
Jackson	45%	\$26,600	\$31,200	\$35,200
Jefferson	33%	\$66,300	\$77,700	\$87,700
Lafayette	45%	\$27,700	\$32,500	\$36,600
Lake	40%	\$41,900	\$49,100	\$55,400
Lee	40%	\$41,500	\$48,700	\$54,900

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

County	2017 ELI AMI	0 & 1 Bedroom Units	2 Bedroom Units	3 Bedroom Units
Leon	33%	\$66,300	\$77,700	\$87,700
Levy	45%	\$26,200	\$30,600	\$34,500
Liberty	40%	\$37,900	\$44,300	\$49,900
Madison	45%	\$26,200	\$30,600	\$34,500
Manatee	33%	\$63,500	\$74,500	\$83,900
Marion	45%	\$27,300	\$32,100	\$36,100
Martin	35%	\$54,100	\$63,300	\$71,300
Miami-Dade	28%	\$86,600	\$101,600	\$114,700
Monroe	25%	\$115,500	\$135,400	\$152,600
Nassau	33%	\$62,500	\$73,200	\$82,600
Okaloosa	33%	\$66,000	\$77,300	\$87,100
Okeechobee	45%	\$26,200	\$30,600	\$34,500
Orange	40%	\$41,900	\$49,100	\$55,400
Osceola	40%	\$41,900	\$49,100	\$55,400
Palm Beach	30%	\$77,400	\$90,800	\$102,300
Pasco	40%	\$42,800	\$50,200	\$56,700
Pinellas	40%	\$42,800	\$50,200	\$56,700
Polk	45%	\$28,300	\$33,100	\$37,400
Putnam	45%	\$26,200	\$30,600	\$34,500
Saint Johns	33%	\$62,500	\$73,200	\$82,600
Saint Lucie	35%	\$54,100	\$63,300	\$71,300
Santa Rosa	35%	\$55,600	\$65,200	\$73,500
Sarasota	33%	\$63,500	\$74,500	\$83,900
Seminole	40%	\$41,900	\$49,100	\$55,400
Sumter	40%	\$43,000	\$50,400	\$56,900
Suwannee	45%	\$26,200	\$30,600	\$34,500
Taylor	45%	\$26,200	\$30,600	\$34,500
Union	45%	\$27,000	\$31,700	\$35,700
Volusia	40%	\$40,000	\$46,900	\$52,900
Wakulla	33%	\$61,900	\$72,600	\$81,800
Walton	40%	\$42,300	\$49,500	\$55,800
Washington	45%	\$26,200	\$30,600	\$34,500

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

A Development utilizing any type of federal or state administered project based rental assistance for a unit can apply the unit towards the requirement to set aside 20 percent of the total units as ELI units if the unit serves ELI Households. The Corporation will verify any project based rental assistance during credit underwriting and, if the unit designated as ELI is also receiving project based rental assistance, the ELI funding will be reduced for that unit.

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

d. Compliance Period Requirements

- (1) Applicants must irrevocably commit to the Persons with Special Needs or Homeless demographic commitment selected at question 2.a. of Exhibit A for a minimum of 30 years.
- (2) Applicants must irrevocably commit to the Persons with Special Needs population(s) demographic commitment selected at question 2.b. of Exhibit A for a minimum of 12 years.
- (3) Applicants must irrevocably commit to the income set aside commitment for a minimum of 30 years, except that Applicants must only commit to the ELI Set-Aside commitment for a minimum of 15 years. After 15 years all of the ELI Set-Aside units may convert to serve residents at or below 60 percent AMI.

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

e. Unit Mix

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

The following restrictions apply:

- Units must consist of Zero (0), one (1), two (2), or three (3) bedrooms only;
- At least 50 percent of the total units, rounded up, must be one bedroom units;
- No more than 50 percent of the total units, rounded up, may be Zero Bedroom Units;
- No more than 25 percent of the total units, rounded up, may be three (3) bedroom units; and
- Two (2) and three (3) bedroom units may consist of Shared Housing as defined in Exhibit C. One bedroom units are not eligible for Shared Housing.

Note: The maximum ELI funding amount per eligible ELI Set-Aside unit the proposed Development is eligible to receive is based on the information listed by the Applicant on the Unit Mix chart as further outlined in Section Four A.10.a.(1)(b) of this RFA. During credit underwriting, the credit underwriter will verify that the ELI Set-Aside units are distributed across the unit mix on a pro-rata basis.

## 7. Readiness to Proceed

### a. Site Control

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

- (1) Eligible Contract - For purposes of this RFA, an eligible contract is one that has a term that does not expire before September 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 September 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 September 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 September 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 30 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 30 years after the Application Deadline. Any assignment must be signed by the assignor and the assignee.

### b. Ability to Proceed

The Applicant must demonstrate the following Ability to Proceed elements as of Application Deadline, for the entire proposed Development site, including all Scattered Sites, if applicable, as outlined below. The Florida Housing Ability to Proceed Verification forms (Form Rev. 08-16) are provided on the Corporation's Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-101/forms-related-to-rfa-2018-101> (also accessible by clicking [here](#)). Note: The Applicant may include the Florida Housing Ability to Proceed Verification forms that were included in a previous RFA submission for the same proposed Development, provided (i) the form(s) used for this RFA are labeled Form Rev. 08-16, (ii) other than the RFA reference number on the form, none of the information entered on the form and certified to by the signatory has changed in any way, and (iii) the requirements outlined in this RFA are met. The previous RFA number should be crossed through and RFA 2018-101 inserted. If the Applicant provides any prior version of the Florida Housing Ability to Proceed Verification form(s), the form(s) will not be considered.

- (1) Status of Site Plan/Plat Approval. The Applicant must demonstrate the status of site plan or plat approval as of the Application Deadline, for the entire proposed Development site, by providing, as **Attachment 7** to Exhibit A, the applicable properly completed and executed verification form:
  - (a) The Florida Housing Finance Corporation Local Government Verification of Status of Site Plan Approval for Multifamily Developments form (Form Rev. 08-16); or
  - (b) The Florida Housing Finance Corporation Local Government Verification of Status of Plat Approval for Residential Rental Developments form (Form Rev. 08-16).
  
- (2) Appropriate Zoning. The Applicant must demonstrate that as of the Application Deadline the entire proposed Development site is appropriately zoned and consistent with local land use regulations regarding density and intended use or that the proposed Development site is legally non-conforming by providing, as **Attachment 8** to Exhibit A, the applicable properly completed and executed verification form:
  - (a) The Florida Housing Finance Corporation Local Government Verification that Development is Consistent with Zoning and Land Use Regulations form (Form Rev. 08-16); or
  - (b) The Florida Housing Finance Corporation Local Government Verification that Permits are Not Required for this Development form (Form Rev. 08-16).

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



be considered by the Corporation to have the same meaning as “Building Permit Allocation System (BPAS).”

- (3) Availability of Electricity. The Applicant must demonstrate that as of the Application Deadline electricity is available to the entire proposed Development site by providing as **Attachment 9** to Exhibit A:
  - (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Electricity form (Form Rev. 08-16); or
  - (b) A letter from the electricity service provider that contains the name of the Development and Development location, and is dated within 12 months of the Application Deadline. The letter may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.
  
- (4) Availability of Water. The Applicant must demonstrate that as of the Application Deadline water is available to the entire proposed Development site by providing as **Attachment 10** to Exhibit A:
  - (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Water form (Form Rev. 08-16); or
  - (b) A letter from the water service provider that contains the name of the Development and Development location, and is dated within 12 months of the Application Deadline. The letter may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.
  
- (5) Availability of Sewer. The Applicant must demonstrate that as of the Application Deadline sewer capacity, package treatment or septic tank service is available to the entire proposed Development site by providing as **Attachment 11** to Exhibit A:
  - (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Sewer Capacity, Package Treatment, or Septic Tank form (Form Rev. 08-16); or
  - (b) A letter from the waste treatment service provider that contains the name of the Development and Development location, and is dated within 12 months of the Application Deadline. The letter may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.

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

## 8. Construction Features

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

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

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

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

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

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

The above documents are available on the Corporation's Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-101/other-information-related-to-rfa-2018-101/> (also accessible by clicking [here](#)).

### b. General Features

- (1) All units for the proposed Development must include:
  - Termite prevention and pest control throughout the entire Compliance Period;
  - Full-size stove/range;
  - Primary entrance door with a threshold with no more than a ½-inch rise;
  - Lever handles on all door handles on primary entrance door and interior doors;
  - Lever handles on all bathroom faucets and kitchen sink faucets;
  - Mid-point on light switches and thermostats that are not more than 48 inches above finished floor level; and
  - Window covering for each window and glass door inside each unit.
  
- (2) All proposed Developments must include the following general features on the site. If the proposed Development meets the definition of Scattered Sites, the following general features must be located on each of the Scattered Sites:
  - Washer and dryer hook ups for each of the Development’s units or an on-site laundry facility for resident use. If an on-site laundry facility is provided, a proposed Development consisting of 4 to 20 units must provide a minimum of two (2) Energy Star qualified washers and two (2) dryers in the on-site laundry facility. If the proposed Development consists of 21 to 30 units, there must be a minimum of three (3) Energy Star qualified washers and three (3) dryers in the on-site laundry facility; and
  - For proposed Developments consisting of 10 or more units, a Community Building/dedicated space that includes:
    - At least one private office space with a door for resident purposes such as meeting with case managers and/or counselors; and
    - At least one enclosed training room with a door to conduct group training and educational activities for residents.

c. Accessibility Adaptability, Universal Design and Visitability Features

(1) Level 1 Accessibility Requirements

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

- (i) Set aside a minimum of 25 percent of the total units, rounded up, as fully accessible units in accordance with the 2010 ADA Standards for Accessible Design, regardless of whether the proposed Development consists of new construction or Substantial Rehabilitation. These fully

accessible units must (A) be on an accessible route and provide mobility features that comply with the residential dwelling units provision of the 2010 ADA Standards for Accessible Design\*; and (B) be equally distributed among different unit sizes and Development types and must be dispersed throughout the Development (not located in the same area, or on a single floor); and

- (ii) Set aside at least an additional 10 percent of the total units to be accessible to persons with visual and hearing impairments in accordance with the 2010 ADA Standards for Accessible Design,\* regardless of whether the proposed Development consists of new construction or Substantial Rehabilitation. The units that are accessible to persons with visual and hearing impairments shall comply with the communication features described for Residential Dwelling units with Communication Features in the 2010 ADA Standards for Accessible Design\*.

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

(2) Level 2 Accessibility Requirements

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

- (i) Set aside a minimum of five (5) percent of the total units, rounded up, as fully accessible units in accordance with the 2010 ADA Standards for Accessible Design, regardless of whether the proposed Development consists of new construction or Substantial Rehabilitation. These fully accessible units must (A) be on an accessible route and provide mobility features that comply with the residential dwelling units provision of the 2010 ADA Standards for Accessible Design\*; and (B) be equally distributed among different unit sizes and Development types and must be dispersed throughout the Development (not located in the same area, or on a single floor); and
- (ii) Set aside at least one (1) additional unit to be accessible to persons with visual and hearing impairments in accordance with the 2010 ADA Standards for Accessible Design,\* regardless of whether the proposed Development consists of new construction or Substantial Rehabilitation. The unit(s) that is accessible to persons with visual and hearing

impairments shall comply with the communication features described for Residential Dwelling Units with Communication Features in the 2010 ADA Standards for Accessible Design\*.

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

d. Required Green Building Features in all Developments

(1) All new construction units must have the features listed below and all rehabilitation units are expected to have all of the following required Green Building features unless found to be not appropriate or feasible within the scope of the rehabilitation work utilizing a capital needs assessment as further explained in Exhibit F of this RFA:

- Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);
- Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
  - Toilets: 1.28 gallons/flush or less,
  - Faucets: 1.5 gallons/minute or less,
  - Showerheads: 2.0 gallons/minute or less;
- Energy Star certified refrigerator;
- Energy Star certified dishwasher;
- Energy Star certified ventilation fan in all bathrooms;
- Water heater minimum efficiency specifications:
  - Residential Electric:
    - Up to 55 gallons = .95 EF or .92 UEF; or
    - More than 55 gallons = Energy Star certified; or
    - Tankless = Energy Star certified;
  - Residential Gas (storage or tankless/instantaneous): Energy Star certified,
  - Commercial Gas Water Heater: Energy Star certified;
- Energy Star certified ceiling fans with lighting fixtures in bedrooms;
- Air Conditioning (choose in-unit or commercial):
  - In-unit air conditioning: minimum 15 SEER; or
  - Ductless mini-split systems – Energy Star certified;
  - Window air conditioners and portable air conditioners are not allowed. Through the wall units and PTACs are allowed in studio and 1 bedroom units;
  - Through the wall units – Energy Star certified
  - PTACS – minimum EER based on capacity:
    - <6,900 Btu/h – 12.8 EER
    - 6,901-9,400 – 12 EER
    - 9,401-11,500 – 11.2 EER
    - 11,501 – 14,700 – 10.4 EER

- >14,700 – 10.2 EER
  - Central chiller AC system—based on size:
    - 0-65 KBtuh: Energy Star certified; or
    - 65-135 KBtuh: 11.9 EER; or
    - 135-240 KBtuh: 12.3 EER; or
    - 240 KBtuh: 12.2 EER;
  - Caulk, weather-strip, or otherwise seal all holes, gaps, cracks, penetrations, and electrical receptacles in building envelope; and
  - Seal and insulate heating and cooling system ducts with mastic or metal backed tape.
- (2) In addition to the required Green Building features outlined in (1) above, all Applicants must select enough additional Green Building features in Exhibit A so that the total point value of the features selected equals at least 10 points. Failure of the Applicant to select at least 10 points worth of the features will result in the Application failing to meet this Mandatory requirement.
- e. Items to be included in the rehabilitation scope of work, as outlined in Exhibit F
- (1) All Applicants will be required to address the following required items:
- (a) Required features outlined in a. and c. above. If the CNA provider determines that the required items cannot be addressed within the contemplated budget, the proposed Development will be deemed infeasible and the Corporation will rescind funding from the proposed Development;
  - (b) All items outlined in b. above;
  - (c) Critical repair items as identified in the CNA report that threaten the health and safety of the residents, as well as items identified as being in violation of recorded building and/or fire codes;
  - (d) Green building items outlined in 8.d. above, considering the appropriateness and feasibility of the features and the remaining useful life, as outlined in the CNA provider’s final report. For the additional Green Building features selected by the Applicant at question 8.d.(2) of Exhibit A, a total of 10 points must be maintained; and
  - (e) Immediate physical needs identified in the CNA report as having a remaining useful life of 5 years or less.
- (2) Once items in (1) above have been addressed in the Rehabilitation Scope of Work, the following items may be added to the scope, if within the remaining available budget.
- (a) Items identified in the CNA report as having a remaining useful life of 6-15 years.

- (b) Features and amenities that add to the marketability of the Development.

**9. Required Resident Programs**

Resident Community-Based Services Coordination

The provision of community-based services coordination will be the responsibility of the Applicant, but may be in conjunction with public and/or private partnerships as approved by the Corporation in credit underwriting. All proposed Developments will be required to assist interested residents with the coordination of their community-based services. The purpose is to assist each resident to become aware of, access and/or maintain adequate and appropriate community-based services and resources. It is not the intent for this resident service to take the place of services coordination already provided for a resident by a program and/or agency as part of their supportive services plan. The focus shall be to assist residents not receiving community-based services coordination by another program and/or agency, as well as to assist those residents who need additional assistance with coordination of community-based services.

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

Community-based services coordination shall be offered and made available on-site and at no charge to the residents initially and regularly and resident participation shall be voluntary. If the proposed Development consists of Scattered Sites, the community-based services coordination shall be equally available to residents of each unit on each Scattered Site. Resident participation shall not be a requirement for new or continued residency. The Applicant shall commit to submit a Resident Community-Based Service Coordination Plan at credit underwriting. The Resident Community-Based Service Coordination Plan shall adhere to guidelines developed by the Corporation, in conjunction with state agencies, or their designee(s), that administer publicly funded supportive services for the intended residents.

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

**10. Funding**

- a. Corporation Funding
  - (1) Total SAIL Request Amount

The Applicant must state the amount of SAIL funding it is requesting, as well as on the Development Cost Pro Forma. The SAIL loan shall be non-amortizing and shall have an interest rate per annum as described in 2.a.(1)(b) and A.2.a.(2)(b) above. The terms and conditions of the SAIL loan are further outlined in Rule Chapter 67-48, F.A.C.

(a) SAIL Request Amount

(i) The SAIL Request Amount is limited to the lesser of the following:

(A) \$205,000 per unit, (which will be in addition to the Eligible ELI Request Amount);

(B) \$3,075,000 per Development in a Small County, (which will be in addition to the Eligible ELI Request Amount); or

(C) Development in a Medium or Large County

- If committing to the Persons with Special Needs Demographic Commitment, \$5,000,000, (which will be in addition to the Eligible ELI Request Amount); or
- If committing to the Homeless Households Demographic Commitment, \$4,000,000, which includes the ELI Loan Amount.

(b) ELI Loan Request Amount

All Applications are eligible for ELI Loan funding for the required ELI Set-Aside units, not to exceed 20 percent of the total units.

The Applicant should state the amount of ELI Loan funding the proposed Development is eligible to receive in Exhibit A, as well as on the Construction/Rehab and Permanent Analysis. Note: Applicants that commit to the Homeless Demographic Commitment are limited to a total SAIL Request (SAIL plus ELI Loan) of \$4 million. Applicants not requesting the maximum amount of ELI funding will still be required to set aside 20 percent of the total units in the proposed Development to serve Extremely Low Income Households.

The ELI Loan will be limited to an amount not to exceed the ELI Set-Aside per unit limits that are dependent upon the proposed Development's unit mix and the county where the proposed Development is located, as outlined on the chart at Section Four, A.6.c.(2) above. For each proposed ELI Set-Aside unit, the proposed Development must take a unit that would otherwise be at 60 percent



AMI or higher and restrict it as an ELI Set-Aside unit. The ELI Set-Aside units must be distributed across the unit mix on a pro-rata basis. To ensure this proportionate distribution, Applicants are strongly encouraged to use the RFA 2018-101 ELI Maximum Determination Worksheet which is available on the Corporation's <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-101/other-information-related-to-rfa-2018-101> (also accessible by clicking [here](#)). By entering the data into the Worksheet, the number and unit mix of the ELI Set-Aside units along with the maximum amount of the ELI Loan will calculate automatically. This maximum ELI Loan amount can then be entered into the appropriate Application response. However, if the ELI Set-Aside units are not proportionately distributed across the unit mix or if a per unit funding amount(s) is used that is higher than the limit permitted, the Corporation will redistribute the ELI Set-Aside units and/or utilize the appropriate per unit funding limit, as needed, to lower the ELI Loan Amount to the maximum allowed. The terms and conditions of the ELI Loan are outlined in Exhibit E of the RFA.

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

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

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

(2) Other Corporation Funding

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

b. Non-Corporation Funding

Unless stated otherwise within this RFA, for funding, other than Corporation funding and deferred Developer fee to be counted as a source on the Development Cost Pro Forma, the Applicant must provide documentation of all financing proposals from both the construction and the permanent lender(s) 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 13** to Exhibit A and continue with sequentially numbered attachments for each additional funding source. Evidence for each funding source must be behind its own sequentially numbered attachment.

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

(1) Financing Proposal

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

Each financing proposal shall contain:

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

Note: Eligible Local Government financial commitments (i.e., grants and loans) can be considered a source of financing without meeting the requirements above if the Applicant provides the properly completed and executed Local Government Verification of Contribution – Grant Form (Form 08-16) and/or the Local Government Verification of Contribution – Loan Form (Form 08-16) and such grant and/or loan is effective at least through December 31, 2018. A loan with a forgiveness provision (and no accrued interest charges) requiring approval of the Local Government can be treated as a loan or a grant, for scoring purposes. Either the "Loan" or the "Grant" verification forms can be used. The grant and loan forms (Form 08-16) are available on the Corporation Website at: <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-101/forms-related-to-rfa-2018-101> (also accessible by clicking [here](#)). If the loan form is used for a loan with

forgiveness provision (and no accrued interest charges), the space for entering the net present value of the loan is not applicable to this RFA and will not be considered.

- (2) Financing that has closed:
- (a) If the financing has closed in the Applicant's name, provide a letter from the lender acknowledging that the loan has closed. The letter must also include the following information:
- Amount of the construction loan, if applicable;
  - Amount of the permanent loan, if applicable; and
  - Specific reference to the Applicant as the borrower/direct recipient/mortgagee.
- (b) If the financing involves an assumption of debt not currently in the Applicant's name, as evidence that the lender approves of the proposal of assumption, the Applicant must provide a letter from the lender, dated within six (6) months of the Application Deadline, that includes the following information:
- Specifically references the Applicant as the assuming party;
  - If a permanent loan, states the amount to be assumed; and
  - If a construction loan, states the maximum amount of funding capacity.
- (3) If the financing proposal is not from a Regulated Mortgage Lender in the business of making loans or a governmental entity, evidence of ability to fund must be provided. Evidence of ability to fund includes: (i) a copy of the lender's most current audited financial statements no more than 17 months old; or (ii) if the loan has already been funded, a copy of the note and recorded mortgage. The age of all financial statements is as of the Application Deadline. In evaluating ability to fund, the Corporation will consider the entity's unrestricted current assets typically used in the normal course of business. Assets considered restricted include, but are not limited to, pension funds, rental security deposits, and sinking funds. Financing proposals from lenders who cannot demonstrate ability to fund will not count as a source of financing. Financial statements must be included in the Application. Note: This provision does not apply to deferred Developer fee.
- In the case where the seller of the Development's property is providing a seller's note (purchase money mortgage) to help finance the Applicant's acquisition of the property, evidence of its ability to fund the amount of the seller's note is not needed so long as the Application includes a letter from the seller that meets the financing proposal criteria outlined above and the amount of the seller's note is equal to or less than the purchase price of the property.
- (4) If a financing proposal shows an amount less than the corresponding line item on the Development Cost Pro Forma, only the financing proposal amount will be

considered as a funding source. However, if a financing proposal shows an amount greater than the corresponding line item on the Development Cost Pro Forma, up to the total amount of the financing proposal amount may be utilized as a funding source, if needed.

- (5) The loan amount may be conditioned upon an appraisal or debt service coverage ratio or any other typical due diligence required during credit underwriting.
- (6) Financing proposals may be conditioned upon the Applicant receiving the funding from the Corporation for which it is applying.
- (7) If a financing proposal has a provision for holding back funds until certain conditions are met, the amount of the hold-back will not be counted as a source of construction financing unless it can be determined that the conditions for the release of the hold-back can be met prior to or simultaneous with the closing of the Development's permanent financing.
- (8) Grant funds are contributions to the Development, other than equity, which carry no repayment provision or interest rate. A commitment for grant funds will be considered a commitment for scoring purposes if the commitment is properly executed and, if applicable, evidence of ability to fund is provided.

c. Development Cost Pro Forma

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

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

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

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

(1) Developer Fee

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

(i) Developer Fee on Acquisition Costs, is limited to 16 percent of the Total Acquisition Cost of Existing Development (excluding land) stated on the Development Cost Pro Forma in Item B, rounded down to the nearest dollar; and

(ii) Developer Fee on Non-Acquisition Costs, is limited to 16 percent of the net amount after deducting Total Acquisition Cost of Existing Development (excluding land) (Item B) from the Development Cost stated on the Development Cost Pro Forma in 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 acquisition with Substantial Rehabilitation, 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

Up to five (5) percent of the Development Costs may be placed in an operating deficit reserve account to be held by the Corporation or its servicer and reflected on the Development Cost Pro Forma. The operating deficit reserve will be verified and sized during credit underwriting.

Any disbursements from said operating deficit reserve account shall be reviewed and approved by the Corporation or its servicer. Upon the expiration of the Compliance Period, any remaining balance may be drawn to pay down any outstanding Corporation debt on the proposed Development. If there is no Corporation loan debt on the proposed Development at the end of the Compliance Period, then any remaining balance in said operating deficit reserve account shall be placed in a replacement reserve account for the proposed Development. In no event shall the remaining balance in said operating deficit reserve account be paid to the Developer.

Applicants may not enter any amounts pertaining to any type of reserve other than the operating deficit reserve and the contingency reserve mentioned above on the Development Cost Pro Forma as part of the Application process. A reserve, including an operating deficit reserve that exceed five (5) percent of Developments Costs, if necessary as determined by an equity provider, first mortgage lender, and/or the Credit Underwriter engaged by the Corporation in its reasonable discretion, may be required and sized in credit underwriting. The inclusion of any reserve is not

permitted in the Application (other than the permitted operating deficit reserve and contingency reserve) which may include, but is not limited to, operating deficit reserve that exceed five (5) percent of Developments Costs, 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 operating deficit reserve and 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.

d. Qualifying Financial Assistance Funding Preference

To qualify for the Qualifying Financial Assistance Funding Preference, the Applicant must meet one of the following requirements:

(1) Cash Funding Equals at Least 3 Percent of the Eligible SAIL Loan Amount

To qualify, Applicants must state the amount of cash loans, cash grants and/or cash on hand ("Cash Funding") from Local Government entities and/or other non-Corporation sources (all of which, for purposes of this provision, will be considered to be "Qualifying Financial Assistance"). If the Qualifying Financial Assistance sources are equal to at least 3 percent of the Applicant's Eligible SAIL Request Amount (exclusive of the ELI Loan amount), the Applicant will receive a

funding preference as described in Section Five, B.2. of the RFA.

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

(2) Donation of Land by a Local Government

To qualify, the Total Development Cost cannot consist of any land costs during scoring or during the credit underwriting process; the entire site must have been donated or will be donated from a Local Government to the Applicant; and the site control documentation must reflect one of the following:

- The eligible contract must reflect that a Local Government is the seller and the Applicant is the buyer, and the price of the land must be \$10 or less;
- The deed must reflect the Local Government as the grantor, the transaction must have occurred no more than 12 months prior to the Application Deadline, the price of the land must have been \$10 or less, and the closing statement must be provided demonstrating that the price of land was \$10 or less; or
- The eligible lease must reflect a Local Government as the Lessor and the Applicant as the Lessee, and the lease payments must equal \$10 a year or less.

e. Per Unit Construction Funding Preference

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

(a) Applications with a Development Category of New Construction; and



(b) Applications with a Development Category of Acquisition with Substantial Rehabilitation that reflect an amount of at least \$25,000 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 Acquisition with Substantial Rehabilitation that reflect an amount less than \$25,000 per unit, when the amount listed in the Total column of the Development Cost Pro Forma for the Development Cost line item A1.1 (Actual Construction Cost) is divided by the number of total units in the Development.

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

**B. Addenda**

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

**C. Narrative Scoring**

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

- a. If the Applicant intends to manage the Development, describe the Applicant's experience in operating and managing a development, including performing operations and management functions specific to the needs of the intended residents.
- b. If the Applicant does not have experience or if the Applicant expects to use a management company, the Applicant must provide the name of the experienced entity that will act as the management company and describe the management company's experience in operating and managing housing. The Applicant's and/or management company's experience should include the length of time spent operating and managing housing and experience performing operations and management functions specific to the needs of the intended residents. This includes understanding the variety of residents' housing and supportive services needs to maintain stability in the community.

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

- c. Applicant responses to this item will be evaluated based on the following criteria: (1) strength of information provided about the experience of the Applicant and/or, if appropriate, the management company in handling the following aspects of management/operations: tenant screening, selection and move-in; leasing, lease enforcement and rent collections; reasonable accommodations for persons with disabilities; safety and security; maintenance of the physical plant; coordination between property management and services coordination staff, as well as the coordination between on-site services and off-site supportive services, case management and benefits (including the role of Applicant and, if appropriate, management company); management of common space used by community-based service providers; compliance issues; and long-term asset management issues; (2) if the property will be managed by an entity other than the Applicant, a description of the distinct roles of the Applicant and management company in setting policies and procedures and implementation of the items listed in (1) and how collaboration will occur between the two; and (3) a description of how the Applicant expects to set and oversee achievement of targeted outcomes for residents and the property.

The Applicant's description(s) is limited to no more than three (3) typed pages within the text box at question C.1. of Exhibit A. Note: Although the online Application system allows for more than three (3) pages, any portion of the description that is beyond ~~four~~ three (43-) pages will not be considered.

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

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

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

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

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

a. Access to community-based general services

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

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

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

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

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

The description should include the following:

- (1) The Development's physical proximity to health care and supportive services, and/or which services/programs will be provided on-site. If the description of how the intended residents will access the services includes public transportation, such as bus or rail, state the exact measurement of walking distance to the current bus or rail stop from the proposed Development. State how frequently the bus or rail stop may be accessed by the residents of the proposed Development. Include the cost to the tenant of all public and/or private transportation options listed;
- (2) All key supportive services and programs that will be provided directly through the Applicant, community partnership or other providers to

assist the intended residents, and the benefits of offering these services/programs;

- (3) The nature of any partnerships with the Local Homeless Assistance Continuum of Care lead agency and members as well as other relevant linkages with lead agencies or services providers that are key to helping the intended households maintain stability in the community. These descriptions should describe how the provision of the services is funded; and
- (4) If the intended residents are those who are transitioning from an institution or community residential care, in addition to the above information, describe how the transitioning residents' preferences and needs will be served by living in the proposed Development. This includes physical, medical, behavioral, functional, and social preferences and needs, as applicable. Explain how these will be identified and how the determination will be made that the services, supports and resources needed to live independently are available at the proposed Development. Explain how the Resident Services Coordination Plan service plan is supported at the proposed Development. Examples would be 24-hour staff, capacity for specialized medical equipment, and/or partnerships with a Managing Entity, as defined by the Agency for Healthcare Administration or Medicaid Managed Care organization, as defined by the Department of Children and Families. (Up to 35 Points)

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

3. Approach Toward Tenant Application and Screening Procedures for Households with a Person with Special Needs Applying for Tenancy (Up to 20 Points)

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

For points, the Applicant must describe the specific housing application process and tenant screening criteria, procedures and policies that will be used by the Applicant's property management to assist in determining whether a prospective tenant is eligible

for tenancy. The Applicant's narrative should be focused on application and screening procedures, not the services that will be provided to welcome or support a tenant once approved for move-in or after move-in. The screening procedures provided in the Applicant's narrative should focus on procedures and policies that assist in lowering and overcoming barriers related to the income, credit, criminal and rental history of ELI persons and persons with special needs that would normally prevent them from being approved for tenancy under traditional tenant screening criteria and policies.

#### Tenant Application

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

#### Tenant Screening

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

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

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

The Applicant shall develop and implement a plan for tenant outreach, marketing, referral and selection as approved by the Corporation during the credit underwriting process.

### **SECTION FIVE SCORING AND EVALUATION PROCESS**

#### **A. Scoring the RFA**

##### **1. Determining Eligibility**

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

<b>Eligibility Items</b>
Submission Requirements met*
Demographic Commitment selected
At least one (1) Persons with Special Needs population selected
Demographic Commitment description provided
Authorized Principal Representative provided
Name of Applicant provided
Evidence Applicant is a legally formed entity provided
Evidence that Applicant qualifies as a Non-Profit Applicant provided
Documentation that the Applicant informed the jurisdiction's Local Continuum of Care lead agency head of its intent to apply for funding to develop housing provided
Name of Each Developer provided
Evidence that each Developer entity is a legally formed entity provided
General Development Experience Requirement met
Principals for Applicant and Developer(s) Disclosure Form provided
Name of Management Company provided
Name of Proposed Development provided
Development Category selected
Development Category Qualifying Conditions met
Development Type selected
County identified
Address of Development Site provided
Question whether a Scattered Sites Development answered
Development Location Point provided
Latitude and Longitude Coordinates for any Scattered Sites provided, if applicable
Total Number of Units provided and within limits
Occupancy status of any existing units provided
Unit Mix provided
Evidence of Site Control provided
Status of Site Plan/Plat Approval demonstrated
Appropriate Zoning demonstrated
Availability of Electricity demonstrated
Availability of Water demonstrated
Availability of Sewer demonstrated
Availability of Roads demonstrated
Minimum Additional Green Building Features selected
Applicant's SAIL 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**
Previous Funding Requirements met***
Total Development Cost Per Unit Limitation met****
Minimum Total Score of 80 points

\* Submission Requirement

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

\*\* Financial Arrearage Requirement

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

\*\*\* Previous funding requirements met

An Application will be deemed ineligible to be considered for funding if, as of the close of business the day before the Committee meets to make a recommendation to the Board, an Applicant or Developer or Principal, Affiliate or Financial Beneficiary of the Applicant or Developer has received an award of any funding from any RFA issued by Florida Housing Finance Corporation but such funding has been de-obligated by the Florida Housing Finance Corporation Board of Directors within the 12 months prior to this RFA Application Deadline, with the exception of de-obligations that resulted from the termination of the Multifamily Energy Retrofit Program (MERP) funding awarded through RFA 2015-115.

\*\*\*\* 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.

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, 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, as explained in the exhibit.

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

Measure	Wood – New Construction Unit	Concrete – New Construction Unit	All Rehabilitation Units
Maximum TDC Per Unit Limitation * for all counties except Broward and Miami-Dade	\$188,800	\$227,000	\$158,700
Maximum TDC Per Unit Limitation * for Broward and Miami-Dade counties	\$198,100	\$238,100	\$166,400
Applicable TDC Multipliers (to be applied against the Development's TDC) and TDC Add-Ons (to be added to the Maximum TDC Per Unit Limitation)			
Demographic category commitment of either Persons with Special Needs or Homeless individuals and families			90%
TDC Multiplier for Florida Keys Area for all areas north of Plantation Key (i.e., north of Tavernier Creek)			65%
TDC Multiplier for Florida Keys Area for all areas located on or south of Plantation Key (i.e., south of Tavernier Creek)			50%**
TDC Add-On for Applicants that have a PHA as a Principal			\$5,000 of additional per unit costs will be added to the above Maximum TDC Per Unit Limitation

\* 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.

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

**2. Awarding Points**

Point Items	Maximum Points
Submission of Principal Disclosure Form stamped by Corporation as “Pre-Approved”	5
Operating/Managing Experience	40
Access to Community-Based Services and Resources:	--
Access to Community-Based General Services	20
Access to Community-Based Services and Resources that Address Tenants’ Needs	35
Approach Toward Tenant Application and Screening Procedures for Households with a Person with Special Needs Applying for Tenancy	20
<b>Total Possible Points</b>	<b>120</b>

**B. Selection Process**

**1. Tier 1 and Tier 2 Applications**

Applications that commit to provide 100 percent of the Developer fee to ~~one or more~~ the Non-Profit Applicant entity~~ies~~ will be considered Tier 1 Applications. All Applications for proposed Developments that did not qualify as Tier 1 Applications will be considered Tier 2 Applications. Tier 1 Applications will be listed above Tier 2 Applications.

All Tier 1 Applications will be sorted as outlined below. This same sorting process will be performed for Tier 2 Applications.

**2. Application Sorting Order**

The highest scoring Tier 1 Applications will be determined by first sorting together all eligible Tier 1 Applications from highest score to lowest score, with any scores that are tied separated in the order stated below. The same process will also be applied towards all Tier 2 Applications.

- a. By the Application’s Qualifying Financial Assistance Funding Preference, as outlined in Section Four A.10.d. of the RFA. Applications that demonstrate an amount that is at least 3 percent of the Applicant’s Eligible SAIL Request Amount (exclusive of the ELI Loan amount) and/or those that meet the requirements because they have received a donation of land will be listed above Applications that do not demonstrate this amount;

- b. By the Application's Per Unit Construction Funding Preference as outlined in Section Four A.10.e. of the RFA. Applications that qualify for this Preference will be listed above Applications that do not qualify for this Preference;
- c. By the Application's Eligible SAIL Request Amount per unit with Applications that have a lower amount of SAIL funds per unit listed above Applications that have a higher amount of SAIL funds per unit. If the Applicant's SAIL Request Amount is adjusted by the Corporation during scoring, the adjusted amount will be used for this calculation. The Eligible ELI Loan Request Amount is not part of this calculation;
- d. By the Application's SAIL Request as Percentage of Total Development Cost, with Applications that have a SAIL Request Amount as a percentage of Total Development Cost (TDC) of 90 percent or less listed above Applications with a SAIL Request Amount as a percentage of TDC of more than 90 percent. If the Applicant's SAIL Request Amount is adjusted by the Corporation during scoring, the adjusted amount will be used for this calculation. The Eligible ELI Loan Request Amount is not part of this calculation;
- e. By the Application's eligibility for the Florida Job Creation Preference as outlined in Item 2 of Exhibit D with Applications that qualify for this Preference listed above Applications that do not qualify for this Preference;
- f. By lottery number, with Application that received the lowest lottery number listed above Applications with a higher lottery number.

### 3. Funding

#### a. Funding Available

-\$14,200,000 for the Persons with Special Needs demographic category

Only Applications that commit to the Persons with Special Needs Demographic Commitment ("PSN Applications") will compete for this funding.

-\$4,000,000 for the demographic category of Homeless individuals and families

Only Applications that commit to the Homeless Demographic Commitment ("Homeless Applications") will compete for this funding.

#### b. Funding Test

##### (1) Funding Test for PSN Applications

PSN Applications will be selected for funding only if there is enough SAIL Funding within the Persons with Special Needs funding available to fully fund the PSN Application's Eligible SAIL Request Amount, plus, if applicable, the Eligible ELI Request Amount.

##### (2) Funding Test for Homeless Applications

Homeless Applications will be selected for funding only if there is enough SAIL Funding within the Homeless funding available to fully fund the Homeless Application's Eligible SAIL Request Amount, plus, if applicable, the Eligible ELI Request Amount.

#### **4. County's Award Tally**

All counties will be listed on two (2) separate lists: the Homeless Developments County Award Tally and the Persons with Special Needs County Award Tally. As each Homeless Application is selected for tentative funding, the county where the proposed Development will be located will have one (1) Application credited toward the Homeless Developments County Award Tally. As each PSN Application is selected for tentative funding, the county where the proposed Development will be located will have one (1) Application credited toward the Persons with Special Needs Developments County Award Tally.

In the funding selection process, every county will have two different County Award Tallies – one for Homeless Developments and one for Persons with Special Needs Developments. Within each Tier, the Corporation will prioritize eligible unfunded Applications that meet the Funding Test and are located in counties that have the lowest applicable County Award Tally above other eligible unfunded Applications in counties with a higher County Award Tally that also meet the Funding Test, even if the Applications with a higher County Award Tally are higher ranked. If there are multiple eligible unfunded Applications that meet the Funding Test and have the lowest County Award Tally, the Corporation will select the highest ranking Application among them for tentative funding.

For instance, Application 1 and Application 2 are the only eligible unfunded Applications that meet the Funding Test. Application 1 is higher ranked than Application 2 and has a County Award Tally of 1. Although Application 2 is lower ranked than Application 1, it has a County Award Tally of 0, and, therefore, Application 2 will be selected for funding.

#### **5. The Funding Selection Process**

##### **a. PSN Applications Funding Selection Process**

- (1) The first Application selected for funding will be the highest ranking eligible Small or Medium County Tier 1 PSN Application. If there are no eligible Small or Medium County Tier 1 PSN Applications, the first Application selected for funding will be the highest ranking eligible Small or Medium County Tier 2 PSN Application.
- (2) The second Application selected for funding will be the highest ranking eligible Large County Tier 1 PSN Application. If there are no eligible Large County Tier 1 PSN Applications, the second Application selected for funding will be the highest ranking eligible Large County Tier 2 PSN Application, subject to the Funding Test for PSN Applications.
- (3) After the highest ranking PSN Application(s) based on County size are selected in (1) and (2) above, the next Application(s) selected for funding will be the highest ranking unfunded Tier 1 PSN Applications, regardless of location, that (i)

can meet the Funding Test for PSN Applications, and (ii) has a PSN County Award Tally that is less than or equal to any other eligible unfunded Tier 1 PSN Applications that also meet the Funding Test for PSN Applications. If funding remains and none of the eligible unfunded Tier 1 PSN Applications can meet the Funding Test, the highest ranking eligible Tier 2 PSN Applications(s) that (i) can meet the Funding Test for PSN Applications, and (ii) has a PSN County Award Tally that is less than or equal to any other eligible unfunded Tier 2 Applications that also meet the Funding Test for PSN Applications will be selected for funding.

If funding remains and none of the eligible unfunded PSN Applications can meet the Funding Test for PSN Applications, no further PSN Applications will be considered for funding. Any remaining funding for PSN Applications will be distributed as approved by the Board.

b. Homeless Applications Funding Selection Process

- (1) The first Homeless Application selected for funding will be the highest ranking eligible Small or Medium County Tier 1 Homeless Application. If there are no eligible Small or Medium County Tier 1 Homeless Applications, the first Application selected for funding will be the highest ranking eligible Small or Medium County Tier 2 Homeless Application.
- (2) The second Application selected for funding will be the highest ranking eligible Large County Tier 1 Homeless Application that can be funded, subject to the Funding Test for Homeless Applications. If there are no eligible Large County Tier 1 Homeless Applications, the second Application selected for funding will be the highest ranking eligible Large County Tier 2 Homeless Application, subject to the Funding Test for Homeless Applications.
- (3) After the highest ranking Homeless Application(s) based on County size are selected in (1) and (2) above, the next Application(s) selected for funding will be the highest ranking unfunded Tier 1 Homeless Applications, regardless of location, that (i) can meet the Funding Test for Homeless Applications, and (ii) has a Homeless County Award Tally that is less than or equal to any other eligible unfunded Tier 1 Homeless Applications that also meet the Funding Test for Homeless Applications. If funding remains and none of the eligible unfunded Tier 1 Homeless Applications can meet the Funding Test, the highest ranking eligible Tier 2 Homeless Applications(s) that (i) can meet the Funding Test for Homeless Applications, and (ii) has a Homeless County Award Tally that is less than or equal to any other eligible unfunded Tier 2 Applications that also meet the Funding Test for Homeless Applications will be selected for funding.

If funding remains and none of the eligible unfunded Homeless Applications can meet the Funding Test for Homeless Applications, no further Homeless Applications will be considered for funding. Any remaining funding for Homeless Applications will be distributed as approved by the Board.

**6. Returned Funding**

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

**SECTION SIX  
AWARD PROCESS**

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

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

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

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

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

**Exhibit A to RFA 2018-101 - SAIL Financing for Smaller Developments for Persons with Special Needs and Homeless Households**

**1. Submission Requirement**

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

**2. Demographic Commitment**

a. Select the Demographic Commitment for the proposed Development:

- (1) Persons with Special Needs Demographic Commitment, as described in Section Four.
  - At least 70 percent, but less than 80 percent, of the total units will be set aside for Permanent Supportive Housing for Persons with Special Needs; and at least 20 percent of the total units must consist of Permanent Supportive Housing for individuals and families that meet the definition of Homeless as defined in Section 420.621(5), F.S., (which may be the same units set aside for Persons with Special Needs)
  - At least 80 percent of the total units will be set aside for Permanent Supportive Housing for Persons with Special Needs; and at least 20 percent of the total units must consist of Permanent Supportive Housing for individuals and families that meet the definition of Homeless as defined in Section 420.621(5), F.S., (which may be the same units set aside for Persons with Special Needs)
- (2) Homeless Individuals and Families Demographic Commitment, as described in Section Four.
  - At least 70 percent, but less than 80 percent, of the total units will be set aside for Homeless individuals and families; and at least 20 percent of the total units for Persons with Special Needs, (which may be the same units set aside for Homeless individuals and families)
  - At least 80 percent of the total units will be set aside for Homeless individuals and families; and at least 20 percent of the total units Persons with Special Needs, (which may be the same units set aside for Homeless individuals and families)

b. The Applicant must select at least one (1) box from options (1) through (5) below that specifies the defined Persons with Special Needs population(s) that the Applicant proposes to serve. The Applicant may serve more than one of the populations below.

- (1) Adult persons requiring independent living services in order to maintain housing or develop independent living skills and who have a Disabling Condition that currently impairs or is likely to impair their physical mobility;
- (2) Persons receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits;
- (3) Adult persons requiring independent living services in order to maintain housing or develop independent living skills and who have a Disabling Condition that neither currently impairs nor is likely to impair their physical mobility, such as persons with a mental illness;
- (4) Young adults formerly in foster care who are eligible for services under Section 409.1451(5), F.S.; and/or
- (5) Survivors of domestic violence as defined in Section 741.28, F.S.

c. As further explained in Section Four A.2.c of the RFA, the Applicant must describe the Homeless and Persons with Special Needs population(s) to be served. The Applicant's description(s) is limited to no more than four (4) typed pages within the text box below.

[Click here to enter text.](#)

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

a. Contact Person

(1) Authorized Principal Representative contact information (required)

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.](#)  
E-Mail Address: [Click here to enter text.](#)

(2) Operational Contact Person information (optional)

First Name: [Click here to enter text.](#)  
Middle Initial: [Click here to enter text.](#)  
Last Name: [Click here to enter text.](#)  
Street Address: [Click here to enter text.](#)

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

b. Applicant Information

(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

(a) Provide the required information for the Applicant or the General Partner or managing member of the Applicant that meets the definition of Non-Profit as set forth in Rule Chapter 67-48, F.A.C. as **Attachment 3**.

(b) State the Percentage of Developer's fee that will go to the Non-Profit entity: [Click here to enter text.](#) %

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

c. General Developer Information

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

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

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

(3) For each experienced Developer entity, provide, as **Attachment 5**, the required prior experience chart for at least one (1) experienced natural person Principal of that entity.

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).

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

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

- Yes       No

e. General Management Company Information

The Applicant must identify the Management Company:

[Click here to enter text.](#)

**4. General Proposed Development Information**

a. Name of the proposed Development:

[Click here to enter text.](#)

b. Development Category

(1) Select the Development Category:

- New Construction  
 Acquisition and Substantial Rehabilitation

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

c. Select the Development Type

- Garden Apartments  
 Duplexes  
 Triplexes  
 Quadraplexes

d. Concrete Construction Qualifications

Does the proposed Development meet the requirements to be considered Concrete Construction?

- 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.](#)

**6. Units**

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

b. 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

c. Set-Aside Commitments are described in Section Four.

d. Compliance Period

The Compliance Period includes the income set-asides and the units set aside for the Demographic Commitments made in this RFA.

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
<a href="#">Enter Number</a>	<a href="#">Enter Number</a>	<a href="#">Enter Number</a>	<a href="#">Enter Number</a>
<a href="#">Enter Number</a>	<a href="#">Enter Number</a>	<a href="#">Enter Number</a>	<a href="#">Enter Number</a>
<a href="#">Enter Number</a>	<a href="#">Enter Number</a>	<a href="#">Enter Number</a>	<a href="#">Enter Number</a>
<a href="#">Enter Number</a>	<a href="#">Enter Number</a>	<a href="#">Enter Number</a>	<a href="#">Enter Number</a>
<a href="#">Enter Number</a>	<a href="#">Enter Number</a>	<a href="#">Enter Number</a>	<a href="#">Enter Number</a>
<a href="#">Enter Number</a>	<a href="#">Enter Number</a>	<a href="#">Enter Number</a>	<a href="#">Enter Number</a>

**7. Readiness to Proceed**

a. Site Control

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

b. Ability to Proceed documents

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

**8. Construction Features**

- a. Federal requirements and State Building Code requirements for all Developments are outlined in Section Four.
- b. General feature requirements for all Developments are outlined in Section Four.
- c. Level 1 and Level 2 Accessibility Requirements for all Developments are outlined in Section Four.
- d. Green Building Features
  - (1) Green Building feature requirements for all Developments are outlined in Section Four.
  - (2) All Applicants must select enough of the following Green Building Features so that the total point value of the features selected equals at least 10, in addition to committing to the required Construction Features listed in Section Four.
    - Programmable thermostat in each unit (2 points)
    - Humidistat in each unit (2 points)
    - Water Sense certified dual flush toilets in all bathrooms (2 points)
    - Light colored concrete pavement instead of or on top of asphalt to reduce the heat-island effect (2 points)
    - Energy Star certified roof coating (2 points) \*
    - Energy Star certified roofing materials (metal, shingles, thermoplastic polyolefin (TPO), or tiles) (3 points) \*
    - Eco-friendly cabinets – no added urea formaldehyde and material must be certified by the Forest Stewardship Council, the Environmental Stewardship Program, or a certification program endorsed by the Programme for the Endorsement of Forest Certification (3 points)
    - Eco-Friendly flooring for entire unit – Carpet and Rug Institute Green Label certified carpet and pad, FloorScore certified flooring, bamboo, cork, 80% recycled content tile, and/or natural linoleum (3 points)
    - High Efficiency HVAC with SEER of at least 16 (2 points) \*\*
    - Energy efficient windows in each unit (3 points)
      - For all Development Types except Mid-Rise and High Rise: Energy Star rating for all windows in each unit;
      - For Development Type of Mid-Rise and High Rise:
        - U-Factor of 0.50 or less and a SHHG of 0.25 or less where the fenestration is fixed; and
        - U-Factor of 0.65 or less and a SHHG of 0.25 or less where the fenestration is operable (i.e., the window opens)
    - Florida Yards and Neighborhoods certification on all landscaping (2 points)

- Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings (2 points)

\*The Applicant may choose only one option related to Energy Star certified roofing.  
 \*\*Applicants who choose high efficiency HVACs must meet the standards listed here, which exceed the minimum Green Building Features required of all Developments Section Four A.8. of the RFA.

**9. Resident Programs**

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

**10. Funding**

a. Corporation Funding

(1) Total SAIL Request Amount

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

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

(2) Other Corporation Funding

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

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

b. Non-Corporation Funding Proposals

The Applicant must attach all funding proposals executed by the lender(s) or by any other source. Insert the documentation for each source as a separate attachment to Exhibit A, beginning with **Attachment 13**, and continuing with sequentially numbered attachments for each additional funding source.

c. Development Cost Pro Forma

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

d. Qualifying Financial Assistance Funding Preference

(1) Cash Funding Equals at Least 3 Percent of the Eligible SAIL Loan Amount

To qualify, the Applicant must state the amount of Qualifying Financial

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

- (a) The Applicant has Received\* the following amount to be used as a source of funding for the proposed Development \$ [Click here to enter text.](#)
- (b) The following amount is an Approved\* source to be used as a source of funding for the proposed Development \$ [Click here to enter text.](#)
- (c) The following amount is a Pending\* source to be used as a source of funding for the proposed Development \$ [Click here to enter text.](#)
- (d) The total amount of Cash Funding is [Click here to enter text.](#)  
(a) + (b) + (c)

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

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

(2) Donation of Land by a Local Government

Does the Application qualify for the Qualifying Financial Assistance Preference by meeting the requirements stated in Section Four for Donation of Land by a Local Government?

- Yes
- No

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 A. or B. in the Application. Please specify the particular item to which the additional information or explanatory addendum applies.

[Click here to enter text.](#)

**C. Narrative Scoring**

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

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

[Click here to enter text.](#)

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

a. Access to community-based general services

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

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

[Click here to enter text.](#)

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

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

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

[Click here to enter text.](#)

3. Approach Toward Tenant Application and Screening Procedures for Households with a Person with Special Needs Applying for Tenancy (Up to 20 Points)

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

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

[Click here to enter text.](#)



- 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) General Contractor's fee is limited to 14% of actual construction cost (for Application purposes, this is represented by A1.1.), rounded down to nearest dollar. The General Contractor's fee must be disclosed. The General Contractor's fee includes General Conditions, Overhead, and Profit.
  - (3) 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.
  - (4) 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. However, an ODR is permitted in this Application, but is limited to not exceed 5 percent of C. DEVELOPMENT COST. In addition, one may be included during the credit underwriting process where it will be sized.
  - (5) 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:*  
*Which Demographic Commitment is being made:*

(please select from drop-down menu)

(enter a value)

(please select from drop-down menu)

\*\*

\*\*

\*\*

	TOTAL COSTS
<b>DEVELOPMENT COSTS</b>	
<i>Actual Construction Costs</i>	
Accessory Buildings	_____
Demolition	_____
New Rental Units	_____
*Off-Site Work (explain in detail)	_____
Recreational Amenities	_____
Rehab of Existing Common Areas	_____
Rehab of Existing Rental Units	_____
Site Work	_____
*Other (explain in detail)	_____
<b>A1.1. Actual Construction Cost</b>	<b>\$</b> _____
<b>A1.2. General Contractor Fee</b> <small>See Note (2)</small> (Max. 14% of A1.1.)	<b>\$</b> _____
<b>A1.3. TOTAL ACTUAL CONSTRUCTION COSTS</b>	<b>\$</b> _____
<b>A1.4. HARD COST CONTINGENCY</b> <small>See Note (3)</small>	<b>\$</b> _____

**TOTAL  
COSTS**

*General Development Costs*

Accounting Fees

Appraisal

Architect's Fee - Site/Building Design

Architect's Fee - Supervision

Builder's Risk Insurance

Building Permit

Brokerage Fees - Land/Buildings

Capital Needs Assessment

Engineering Fees

Environmental Report

FHFC Application Fee

FHFC Compliance Fee

FHFC Credit Underwriting Fees

Green Building Certification/  
HERS Inspection Costs

**\*Impact Fees (list in detail)**

Inspection Fees

Insurance

Legal Fees

Market Study

Marketing/Advertising

Property Taxes

Soil Test Report

Survey

Title Insurance & Recording Fees

Utility Connection Fee

**\*Other (explain in detail)**

**A2.1. TOTAL GENERAL DEVELOPMENT  
COST**

\$ \_\_\_\_\_

**A2.2. SOFT COST CONTINGENCY** See Note (3)

\$ \_\_\_\_\_

	TOTAL COSTS
<i>Financial Costs</i>	
Construction Loan Origination/ Commitment Fee(s)	_____
Construction Loan Credit Enhancement Fee(s)	_____
Construction Loan Interest	_____
Non-Permanent Loan(s) Closing Costs	_____
Permanent Loan Origination/ Commitment Fee(s)	_____
Permanent Loan Credit Enhancement Fee(s)	_____
Permanent Loan Closing Costs	_____
Bridge Loan Origination/ Commitment Fee(s)	_____
Bridge Loan Interest	_____
<b>*Other (explain in detail)</b>	_____
<b>A3. TOTAL FINANCIAL COSTS</b>	<b>\$ _____</b>
<i>ACQUISITION COST OF EXISTING DEVELOPMENT (excluding land)</i>	
Existing Building(s)	_____
<b>*Other (explain in detail)</b>	_____
<b>B. TOTAL ACQUISITION COSTS OF EXISTING DEVELOPMENT (excluding land)</b>	<b>\$ _____</b>
<b>C. DEVELOPMENT COST</b> (A1.3+A1.4+A2.1+A2.2+A3+B)	<b>\$ _____</b>
<i>Developer Fee See Note (1)</i>	
Developer Fee on Acquisition Costs	_____
Developer Fee on Non-Acquisition Costs	_____
<b>D. TOTAL DEVELOPER FEE</b>	<b>\$ _____</b>
<b>E. OPERATING DEFICIT RESERVES</b> See Note (4)	<b>\$ _____</b>
<b>F. TOTAL LAND COST</b>	<b>\$ _____</b>
<b>G. TOTAL DEVELOPMENT COST</b> See Note (5) (C+D+E+F)	<b>\$ _____</b>

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.

**CONSTRUCTION/REHAB ANALYSIS**

**AMOUNT**

**LOCATION OF DOCUMENTATION**

**A. Total Development Costs** \$ 0.00

**B. Construction Funding Sources:**

1. SAIL Loan Request Amount \$ \_\_\_\_\_

2. ELI Loan Request Amount \$ \_\_\_\_\_

3. First Mortgage Financing \$ \_\_\_\_\_

Attachment \_\_\_\_\_

4. Second Mortgage Financing \$ \_\_\_\_\_

Attachment \_\_\_\_\_

5. Third Mortgage Financing \$ \_\_\_\_\_

Attachment \_\_\_\_\_

6. Grants \$ \_\_\_\_\_

Attachment \_\_\_\_\_

7. Other: \_\_\_\_\_ \$ \_\_\_\_\_

Attachment \_\_\_\_\_

8. Other: \_\_\_\_\_ \$ \_\_\_\_\_

Attachment \_\_\_\_\_

9. Deferred Developer Fee \$ \_\_\_\_\_

**10. Total Construction Sources** \$ \_\_\_\_\_

**C. Construction Funding Surplus**

(B.10. Total Construction Sources,  
less A. Total Development Costs):

\$ \_\_\_\_\_

(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.**

**PERMANENT ANALYSIS**

	AMOUNT	LOCATION OF DOCUMENTATION
<b>A. Total Development Costs</b>	\$ <u>0.00</u>	
<b>B. Permanent Funding Sources:</b>		
1. SAIL Loan Request Amount	\$ _____	
2. ELI Loan Request Amount	\$ _____	
3. First Mortgage Financing	\$ _____	Attachment _____
4. Second Mortgage Financing	\$ _____	Attachment _____
5. Third Mortgage Financing	\$ _____	Attachment _____
6. Grants	\$ _____	Attachment _____
7. Other: _____	\$ _____	Attachment _____
8. Other: _____	\$ _____	Attachment _____
9. Deferred Developer Fee	\$ _____	
<b>10. Total Permanent Funding Sources</b>	\$ <u>_____</u>	
<b>C. Permanent Funding Surplus</b>		
(B.10. Total Permanent Funding Sources, less A. Total Development Costs):	\$ <u>_____</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.**

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**

In which county is the proposed Development to be located? <select from menu>

What is the proposed Development's Development Type? Garden

Does the proposed Development qualify as concrete construction? <select from menu>

The TDC PU Base Limitation for the above defined Development is..... Need Dev Category

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..... <select from menu> (Select either option or no option)
- (b) Requesting HOME from FHFC Add-On..... [shaded]
- 2. Tax-Exempt Bond Add-On..... [shaded] (Select if applicable)
- 3. (a) North Florida Keys Area Multiplier..... <select from menu> (Select either option or no option)
- (b) South Florida Keys Area Multiplier..... <select from menu>
- 4. (a) Persons with Special Needs Multiplier..... TBD (Automatically completed from response in cell K34)
- (b) Persons with a Disabling Condition Multiplier..... [shaded]
- (c) Homelss Demographic Multiplier..... TBD
- 5. Elderly ALF Multiplier..... [shaded] (Select if applicable)

The final overall TDC PU Limitation for the above defined Development is.. \_\_\_\_\_

**Derivation of the TDC PU of the proposed Development for Limitation purposes:**

Total Development Costs (Line G.) \$0.00

Less Land Costs (Line F.) \$0.00

Less Operating Deficit Reserves (Line E.) \$0.00

TDC of the proposed Development for Limitation Purposes: \$0.00

TDC PU of the proposed Development for Limitation Purposes: \$0.00 (Need Units)

Is the proposed Development's TDC PU for Limitation purposes equal to or less than the TDC PU Limitation provided in the RFA?..... TBD

**Exhibit B – Definitions**

“Best Practice”	A program, activity or strategy that has been field tested and has been shown to work effectively and produce successful outcomes and is supported by subjective and objective evaluation and research.
“Disabling Condition”	A diagnosable substance abuse disorder, serious mental illness, developmental disability, or chronic physical illness or disability, or the co-occurrence of two or more of these conditions, and a determination that the condition is:  (a) Expected to be of long-continued and indefinite duration; and  (b) Not expected to impair the ability of the person with special needs to live independently with appropriate supports.
“Housing First”	Housing First means providing households experiencing homelessness with decent and stable permanent housing as quickly as possible regardless of their sobriety or participation in treatment or a program. Pursuant to Chapter 83, Florida Statutes, tenancy will be based on a lease of a minimum of seven (7) months and participation in any services or programs is not a requirement of tenancy. The Applicant shall not restrict the length of a household’s tenancy, as long as the household meets the lease commitments.
“Mobility Impairment”	The inability to use one or more extremities, or a lack of strength to walk, transfer, grasp, or lift objects. The use of a wheelchair, crutches, walker or other assistive devices may be needed to aid in mobility.
“Permanent Supportive Housing”	Affordable rental housing leased to the focus households for continued occupancy with an indefinite length of stay as long as the tenant complies with lease requirements. The lease must be a minimum of 7 months and have no limits on length of tenancy related to the provision or participation in supportive services. Permanent Supportive Housing shall facilitate and promote activities of daily living, access to community-based services, and inclusion in the general community. Permanent Supportive Housing shall strive to meet the needs and preferences of the focus households.
“Regulated Mortgage Lender”	(a) A state or federally chartered entity authorized to transact business in this state that regularly engages in the business of making mortgage loans secured by real property in this state, whose mortgage lending activities subject it to the 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.

\*These documents are available on the Corporation’s Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-101/other-information-related-to-rfa-2018-101/> (also accessible by clicking [here](#)).

“Set-Aside Units” A unit set aside at or below 60 percent of the Area Median Income for the county in which the Development is located. The total number of Set-Aside Units is calculated as follows:

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.

“Shared Housing” A rental dwelling unit that is shared by residents who are not related or significant others. Each Resident must have non-exclusive access to shared living space, consisting at a minimum of a kitchen and a living/dining area. Each Resident in a Shared Housing Unit shall sign a separate lease and shall be considered a separate household for the purposes of determining compliance with set-aside commitments, income eligibility, and rent payments.

“Visitability” Housing designed in such a way that it can be lived in or visited by people who are Mobility Impaired. This includes the ability of people with a mobility aid to easily enter a home and move from room to room, including at least one bathroom on an accessible level.

**Exhibit C – Additional Information**

**1. Total Development Cost Per Unit Limitation**

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

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

Measure	Wood – New Construction Unit	Concrete – New Construction Unit	All Rehabilitation Units
Maximum TDC Per Unit Limitation * for all counties except Broward and Miami-Dade	\$192,198.40	\$231,086.00	\$160,921.80
Maximum TDC Per Unit Limitation * for Broward and Miami-Dade counties	\$201,665.80	\$242,385.80	\$168,729.60
<b>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)</b>			
Demographic category commitment of either Persons with Special Needs or Homeless individuals and families			90%
TDC Multiplier for Florida Keys Area for all areas north of Plantation Key (i.e., north of Tavernier Creek)			65%
TDC Multiplier for Florida Keys Area for all areas located on or south of Plantation Key (i.e., south of Tavernier Creek)			50%**
TDC Add-On for Applicants that have a PHA as a Principal			\$5,000 of additional per unit costs will be added to the above Maximum TDC Per Unit Limitation

\* 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.

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

- a. The Total Development Cost Per Unit Limitation was reviewed during the scoring process as outlined in Section Five, A.1. During credit underwriting, the Total Development Cost Per Unit Limitation will be reviewed again, using the values in the above chart.
- 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 limit will be adjusted as outlined below. The maximum allowable Developer fee limit can be determined by first multiplying the applicable TDC Per Unit Base Limitation with respect to the Development as provided in this RFA, (blended by unit type if there is more than one unique unit type), by the number of total units in the Development. Next, divide this product by 1.16\* and then multiply the result by 16 percent\*. This will yield the maximum allowable Developer fee limit 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 limit as provided in (1) above, the stated Developer fee will be reduced to said maximum allowable Developer fee limit, 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 limit, as determined in (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, inclusive of any applicable escalation factor, (b) \$500,000, or (c) 25 percent of the 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, as outlined in (3) below.

- (3) An additional Developer fee limitation adjustment will be initiated to further reduce the 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 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 allowable Developer fee limit is further reduced by 4 percent. 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 percent (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 maximum allowable Developer fee limit, then there is no additional adjustment mandated 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 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 15-unit Development not located in Broward, Miami-Dade or Monroe Counties with a Development Category of new construction and a Development Type of Garden-Wood (NC) with 15 units reports the Applicant's TDC of \$3,390,000, inclusive of the Applicant's Developer fee of \$460,000, 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, but has committed to a Demographic Category of either Persons with Special Needs or Homeless individuals or families.

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

- 1.(a) TDC Per Unit Base Limitation, inclusive of the applicable TDC Multiplier (90%): [ \$192,198.40 Per Unit x 15 Garden-Wood (NC) Units ] / 90% TDC Multiplier =

\$3,203,306. (To determine the TDC PU Limitation, divide by total units:  
 $\$3,203,306 / 15 \text{ Total Units} = \$213,553.78 \text{ Per Unit.}$ )

- 1.(b) Implied maximum Development Cost per the limitation:  $\$3,203,306 \div 1.16 = \$2,761,471$ .
- 1.(c) Determine maximum allowable Developer fee limit within the limitation (prior to any applicable Developer fee adjustment):  $\$2,761,471 \times 16\% = \$441,835$ . (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 (\$460,000) greater than the maximum allowable of \$441,835?  $\$460,000 > \$441,835$ ; Yes.
- 2.(a)(ii) If the response to 2.(a)(i) is "Yes", then determine the excess:  $\$460,000 - \$441,835 = \$18,165$  (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 (\$441,835) or the Applicant's initial fee (\$460,000) and reduce the Applicant's initial TDC by an equal amount:  $\$460,000 - \$18,165 = \$441,835$  (Applicant's initial adjusted fee);  $\$3,390,000 - \$18,165 = \$3,371,835$  (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:  $\$3,371,835$  (initial adjusted TDC)  $> \$3,203,306$  (TDC limitation);  $\$3,371,835 - \$3,203,306 = \$168,529$  (excess).
- 2.(d) Determine the components used to calculate an adjusted maximum allowable Developer fee limit. Any adjustment will be the lesser of either (i) \$500,000, (ii) 25 percent of the maximum allowable Developer fee limit ( $25\% \times \$441,835 = \$110,459$ ), or (iii) 100% of the excess TDC (\$168,529):  $\$110,459 < \$168,529 < \$500,000$ .
- 2.(e) Apply the least amount of the three components in 2(d) above (\$110,459) to determine the maximum allowable Developer fee limit, subject to this adjustment:  $\$441,835 - \$110,459 = \$331,376$  (maximum fee limit at this stage).
- 2.(f) Determine if the Applicant's initial adjusted Developer fee (as provided in 2.(b) above) is greater than the new maximum allowable Developer fee limit (from 2.(e) above) and, if so, reduce the Applicant's initial adjusted fee appropriately:  $\$441,835$  (Applicant's initial adjusted fee)  $> \$331,376$  (maximum fee limit at this stage); Adjust the fee appropriately: Applicant's interim adjusted fee = \$331,376.
- 2.(g) Determine the Applicant's TDC reduction due to the Developer fee adjustment in 2.(f) above and apply the adjustment accordingly: \$441,835 (Applicant's initial

adjusted fee) - \$331,376 = \$110,459 (Applicant's TDC reduction); \$3,371,835 - \$110,459 = \$3,261,376 (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: \$3,261,376 (Applicant's interim adjusted TDC) - \$3,203,306 (TDC limitation) = \$58,070 (excess TDC); Excess TDC as a percentage of TDC Limitation:  $\$58,070 \div \$3,203,306 = 1.81\%$ . (Note: This number is only rounded here for illustrative purposes. The actual calculation will not be rounded.)
- 3.(b) Determine the final maximum Developer fee limit:  $1.81\% \times \$331,376$  (maximum fee limit from 2.(e) above) = \$6,007;  $\$331,376 - \$6,007 = \$325,369$  (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:  $\$331,376$  (Applicant's interim adjusted fee) > \$325,369 (final fee limitation);  $\$331,376 - \$6,007 = \$325,369$  (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):  $\$3,261,376 - \$6,007 = \$3,255,369$  (Applicant's final adjusted TDC).
- 3.(e) Verify the status of the 5% variance test:  $(\$3,255,369 - \$3,203,306) / \$3,203,306 = 1.63\%$ , 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.

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

**2. 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-equitySAIL funding. To qualify for the Florida Job Creation Funding Preference in Section Five of the RFA, all Applications must earn a Florida Job Creation score equal to or greater than 9.0

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 SAIL Request Amount.

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

- a. Developments consisting of only new construction units

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

For example:

Application A consists of 15 new construction units and has an Eligible SAIL Request Amount of \$3,000,000.

$15 \times 3.811 \times 1,000,000 / (3,000,000) = \text{Florida Job Creation score of } 19.06.$

- b. Developments consisting of only rehabilitation units

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

For example:

Application B consists of 25 rehabilitation units, and has an Eligible SAIL Request Amount of \$4,000,000.

$25 \times 1.916 \times 1,000,000 / (4,000,000) = \text{Florida Job Creation score of } 11.98.$

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 9.0.

### **3. 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.

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

a. Application Fee

All Applicants requesting funding in this RFA shall submit to the Corporation as a part of the Application submission a non-refundable Application fee of \$1,500.

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: \$13,820

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

Any Development requiring further analysis by the Credit Underwriter will be subject to a fee based on an hourly rate determined pursuant to contract between the Corporation and the Credit Underwriter. All credit underwriting fees shall be paid by the Applicant prior to the performance of the analysis by the Credit Underwriter. If the Development involves Scattered Sites of units within a single market area, a single credit underwriting fee shall be charged.

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

(4) Credit Underwriting Extension Fees

Credit underwriting extension fees are outlined in subsection 67-48.0072(21), F.A.C.

c. 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) Initial Fee

Programs	Primary Program Fee		Multiple Program Fees
SAIL and ELI Loan funding		+	\$921 – SAIL +



	A total annual fee comprised of a base fee of \$165 per month + an additional fee per set-aside unit of \$10.11 per year, subject to a minimum of \$258 per month, and subject to an automatic annual increase of 3 percent of the prior year's fee		\$921 – ELI Loan funding
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(2) Follow-up Reviews/Extraordinary Services fee: \$177 per hour

d. Commitment Fees

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

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

e. Credit Underwriting and Loan Closing Extension Fees

In the event the SAIL loan and ELI Loan do not close within the timeframes prescribed, extension fees will be assessed as outlined in subsections 67-48.072(21) and 67-48.072(26), F.A.C.

The firm loan commitment(s) must be issued as set out in Rule Chapter 67-48.0072(21), F.A.C.

The loan(s) must close as set out in Rule Chapter 67-48.0072(26), F.A.C.

f. Loan Servicing Fees

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

(1) Construction Loan Servicing Fees

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

- \$177 per hour for an in-house review of a draw request

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

(2) Permanent Loan Servicing Fees

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

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

g. Additional SAIL Loan Fees

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

h. Additional ELI Loan Fees

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

i. 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 - \$177 per hour, not to exceed \$1,759 per inspection.

j. Assumption/Renegotiation Fees

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

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

For all loans where the Applicant is requesting an extension of the loan term, the borrower shall submit to the Corporation a non-refundable extension fee of one-tenth

of one percent of the loan amount. If the extension is associated with a renegotiation of the loan, then only the renegotiation fee will be charged.

#### **4. Additional Requirements**

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

a. Eligible Reserve for Replacement Items

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

The list is available on the Corporation's Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-101/other-information-related-to-rfa-2018-101/> (also accessible by clicking [here](#)).

b. Financial Reporting Form SR-1

Pursuant to paragraph 67-48.010(8)(a), F.A.C, by the date that is 151 Calendar Days after the Applicant's fiscal year end of each year of the SAIL loan term, the Applicant shall provide the Corporation's servicer with a certification detailing the information needed to determine the annual payment to be made. The Applicant shall complete and execute the annual reporting form, Financial Reporting Form SR-1, Rev. 05-14, and shall submit the form to the Corporation's servicer in both PDF format and electronic form as a Microsoft Excel spreadsheet.

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](#)).

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

The financial statements and information provided for review (pursuant to paragraph 67-48.0072(14)(b), F.A.C. for SAIL, and, if applicable, sub-paragraph 67-21.014(2)(j)2., F.A.C. for MMRB) should be in satisfactory form (inclusive of the substitution of the Multifamily Underwriting Certificate referenced in Section 407 with a similar certification meeting the same criteria) and shall be reviewed in accordance with Part IIIA, Sections 401 through 408 and 410, of Fannie Mae's Multifamily Selling and Servicing Guide, in effect as of June 10, 2015, which is available on the Corporation's Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-101/other-information-related-to-rfa-2018-101/> (also accessible by clicking [here](#)).

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

d. Florida Housing Finance Corporation (FHFC) Insurance Guide

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

## Exhibit D – Timeline

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

1. Within seven (7) Calendar Days of the date of the invitation to enter credit underwriting:
  - a. Respond to the invitation and submit the credit underwriting fee(s) as outlined in Item 3 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 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.
2. Within 14 Calendar Days, for all board members of the Non-Profit entities disclosed on the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16), the Applicant must submit the IRS form W-9 or the IRS Form 8821 in order to receive a recommendation for funding. For all other Financial Beneficiaries and all natural person Principals disclosed on the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16), the Applicant must submit the IRS Form 8821, in order to receive a recommendation for funding.
3. Within 21 Calendar Days of the date of the invitation to enter credit underwriting:
  - a. Provide the completed and executed Florida Housing Finance Corporation Verification of Environmental Safety Phase I Environmental Site Assessment form\*, and, if applicable, the completed and executed Florida Housing Finance Corporation Verification of Environmental Safety Phase II Environmental Site Assessment form\*. Note: If a Phase II ESA is required, but has not been completed by the stated deadline, the Applicant must contact Corporation staff to request an extension for submission of the Phase II ESA form;
  - b. Provide the identity of the remaining members of the Development Team (i.e., inexperienced co-Developer(s), General Contractor, Architect, Attorney, Accountant, and 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 MMRB, SAIL, HOME, And-Or Other Gap Loans form 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 \*.

\* The certification forms (Forms Rev. 10-17) which are available on the Corporation's Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-101/forms-related-to-rfa-2018-101> (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; and
- f. 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.

4. The credit underwriting process must be complete within the timeframe outlined in Rule Chapter 67-48, F.A.C.;
5. The SAIL loan must close within the timeframe outlined in Rule Chapter 67-48, F.A.C.;
6. The Applicant must become active in the Continuum of Care, which means that at least one (1) paid employee of the Applicant entity or member of the Board of Directors of the Applicant entity will, at a minimum, regularly attend meetings of the Local Homeless Assistance Continuum of Care in the jurisdiction that serves the community in which the proposed Development is located. For purposes of this provision, "regularly" means at least quarterly.

Prior to loan closing, Corporation staff will verify that the Applicant has become active by verifying that at least one (1) paid employee of the Applicant entity or member of the Board of Directors of the Applicant entity has attended at least one such meeting in the previous three (3) months.;

7. By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation;
8. The Credit Underwriter will provide an itemized list for additional documentation including, but not limited to, the following:
  - a. Information outlined in Rule Chapter 67-48.0072, F.A.C.;
  - b. During credit underwriting, the Applicant will develop a Tenant Selection Plan that includes standards and detailed procedures that guide the evaluation of all prospective tenants for residency in fulfillment of the Development's set-aside requirements. The plan should demonstrate how the Applicant will address income, credit, criminal and rental histories that might adversely affect the intended household's ability to lease safe and decent rental housing, while still taking into consideration the viability of the property and safety of the entire tenant population. The plan must include a strategy describing and committing to consider each of these households for tenancy on a case-by-case basis by the property management in addition to any third party information checks. The plan must also include a strategy describing how the Development will address the barriers posed by move-in costs, including application fees and all deposits. The final plan must be submitted by the Applicant to the Corporation before the credit underwriting report is approved;
  - c. The Applicant shall submit its Resident Community-Based Service Coordination Plan at credit underwriting that includes standards and detailed procedures outlined in Section Four, A.9. of the RFA. The final plan must be submitted by the Applicant to the Corporation before the credit underwriting report is approved. To assure assistance to those residents that are receiving community-based services coordination through another program or agency, as well as to ensure assistance to those residents who need

additional service coordination, the provider of this resident service shall also provide, at credit underwriting, information demonstrating its mission, qualifications, experience, agreements and/or contracts with state and federal supportive services programs, professional staffing and experience in serving the intended residents;

- d. The Construction Consultant engaged by the Corporation's credit underwriter must provide the properly completed and executed Americans with Disabilities Act Certification forms certifying that the design of the proposed Development and the completed Development includes the applicable accessibility, adaptability, Visitability and universal design features required by the Corporation and proposed by the Applicant (Forms Rev. 10-14) which are available on the Corporation's Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-101/forms-related-to-rfa-2018-101> (also accessible by clicking [here](#)); and
  - e. The Applicant must have an executed agreement to participate in the Continuum of Care (CoC) Homeless Management Information System (HMIS); and will contribute data on the Development's tenants to the CoC's HMIS data system or, if serving Survivors of Domestic Violence, is providing aggregate data reports to the CoC. The executed agreement shall be required at least 6 months prior to the expected placed in service date.
9. The Credit Underwriter will also verify information submitted by the Applicant, including, but not limited to the following:
- a. The Applicant's Non-Profit status;
  - b. The Applicant must be or become active in the Continuum of Care, which means that at least one of the Principals of the Applicant will, at a minimum, regularly attend meetings of the Local Homeless Assistance Continuum of Care in the jurisdiction that serves the community in which the proposed Development is located. For purposes of this provision, "regularly" means at least quarterly;
  - c. Each Scattered Site meets the requirements of this RFA, if applicable;
  - d. The proposed Development's ability to meet the concrete construction qualifications, if applicable;
  - e. Verification that the intent and scope of the proposed Development must be in conformance with the written housing priorities of the most recently published Local Homeless Assistance Continuum of Care Homeless Assistance Plan as of the Application Deadline;
  - e. Verification that the ELI units are proportionately distributed across the unit mix. If the units are not, the ELI units will be adjusted and the ELI Loan Funding may be reduced;
  - f. Any project based rental assistance during credit underwriting and, if the unit designated as ELI is also receiving project based rental assistance, the ELI funding will be reduced for that unit; and



- g. Review of the Total Development Cost and its effect on the Total Development Cost Per Unit Limitation and, if applicable, the SAIL Request amount.

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

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

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

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

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

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

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

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

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

The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request;

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

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

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

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

- (1) The proposed transferee meets all specific Applicant identity criteria which were required as conditions of the original loan;
- (2) The proposed transferee agrees to maintain all ELI Set-Asides and other requirements of the ELI Loan for the period originally specified or longer; and
- (3) The proposed transferee and release of transferor receives a favorable recommendation from the Credit Underwriter and approval by the Board of Directors of the Corporation.

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

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

- (1) ELI Loan proceeds shall be disbursed during the construction phase in an amount per Draw which does not exceed the ratio of the ELI Loan to the Total Development Cost, unless approved by the Credit Underwriter;
- (2) Ten (10) business days prior to each Draw, the Applicant shall supply the Corporation's servicer, as agent for the Corporation, with a written request executed by the Applicant for a Draw. The request shall set forth the amount to be paid and shall be accompanied by documentation specified by the Corporation's servicer including claims for labor and materials to date of the last inspection;
- (3) The Corporation and its servicer shall review the request for a Draw, and the servicer shall provide the Corporation with approval of the request or an alternative recommendation, after the title insurer provides an endorsement to the policy of title insurance updating the policy to the date of the current Draw and increasing the insurance coverage to an amount equal to the sum of all prior Draws and the current Draw;

- (4) The Corporation shall disburse construction Draws through Automated Clearing House (ACH). The Applicant may request disbursement of construction Draws via a wire transfer. The Applicant will be charged a fee of \$10 for each wire transfer requested. This charge will be netted against the Draw amount;
- (5) The Corporation shall elect to withhold any Draw or portion of any Draw, notwithstanding any documentation submitted by the Applicant in connection with the request for a Draw, if:
  - (a) The Corporation or the Corporation's servicer determines at any time that the actual cost budget or progress of construction differs from that as shown on the loan documents; or
  - (b) The percentage of progress of construction of the improvements differs from that shown on the request for a Draw;
- (6) The servicer may request submission of revised construction budgets;
- (7) Based on the Applicant's progress of construction, if the Corporation determines that further analysis by the Credit Underwriter is required prior to the release of the final Draw, the Applicant shall pay to the Credit Underwriter a fee based on an hourly rate determined pursuant to the contract between the Corporation and the Credit Underwriter; and
- (8) Retainage in the amount of 10 percent per Draw shall be held by the servicer during construction until the Development is 50 percent complete. At 50 percent completion, no additional retainage shall be held from the remaining Draws. Release of funds held by the Corporation's servicer as retainage shall occur pursuant to the ELI Loan Agreement.

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

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

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

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

Prior to submitting an Application, Applicants should conduct appropriate due diligence to determine whether it is physically and financially feasible to comply with the minimum requirements contained in Section Four A.8., for proposed Developments choosing acquisition with Substantial 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. RSMeans);
- (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);

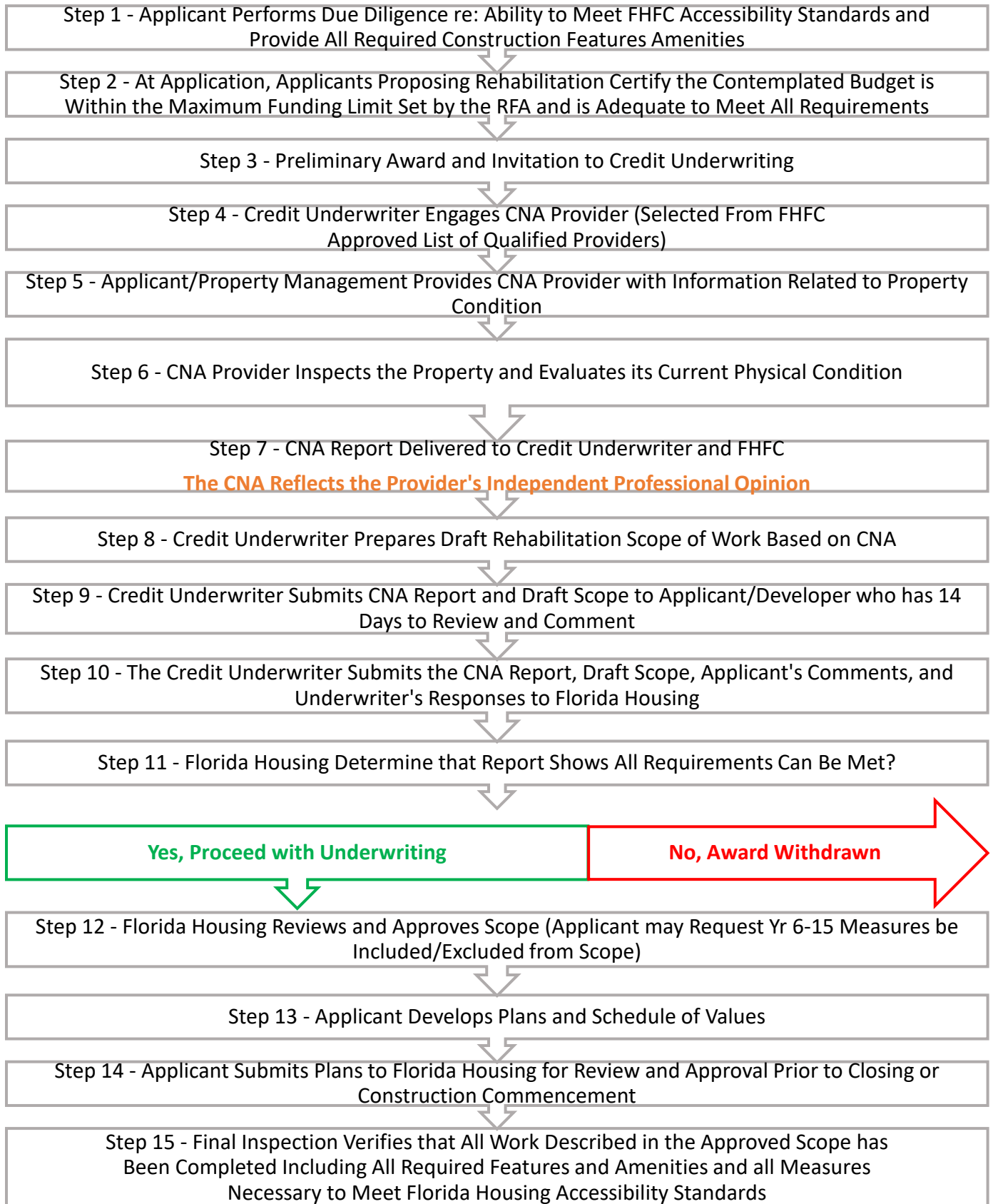
- (13) Evaluation of any accessory structures on the property;
  - (14) A description of directly observed or potential on-site environmental hazards;
  - (15) An analysis of the estimated remaining useful life of the property, which shall be displayed as the computation of all repairs and replacements 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 all of the Green Features required in Section Four A.8.d. of the RFA.
  - l. 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.
  - m. 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.
  - (9) Compliance with Uniform Physical Condition Standards (UPCS) upon completion of work.
- c. The Credit Underwriter will populate the Scope of Rehabilitation Worksheet with the measures identified in the CNA in the following order:
- (1) All exigent needs noted in the CNA including all deficiencies which threaten health and life safety (Exigent Needs in the template), needs required to conform with applicable Florida building code and local fire code regulations, as well as FHA and ADA requirements;
  - (2) All work required to meet FHFC accessibility requirements (Accessibility Requirement in the worksheet);
  - (3) Any item required in the applicable RFA, or promised by the Applicant at the time of Application (RFA Requirement in the worksheet);
  - (4) Any component of the building or site with an effective remaining useful life of less than 5 years (5 yr Need in the worksheet);
  - (5) To the extent that funding is available, replacement of any component of the building or site with an effective remaining useful life of less than 15 years (6-15 yr Need in the worksheet); and
  - (6) Enhancements required to make the property marketable (Marketability in the worksheet).

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

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

Flowchart



Scope of Rehabilitation Worksheet

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

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)
<b>Accessibility</b>						
convert existing units to UFAS-complaint units						\$0.00
retrofit existing units for Fair Housing compliance						\$0.00
retrofit existing common areas to meet UFAS, Fair Housing, & ADA						\$0.00
retrofit existing site to meet Fair Housing, ADA						\$0.00
additional Florida Housing accessibility requirements						\$0.00
<b>Total (Accessibility)</b>						
<b>Demolition</b>						
site						\$0.00
bdg interiors: ceilings, walls, floor, plumbing, HVAC, elec						\$0.00
bdg exteriors: siding, roofing, patios, decks, stairs, breezeways						\$0.00
<b>Total (Demolition)</b>						
<b>Unusual site conditions (such as lead, asbestos, mold abatement)</b>						
lead abatement						\$0.00
asbestos abatement						\$0.00
mold abatement						\$0.00
<b>Total (Unusual site conditions (such as lead, asbestos, mold abatement))</b>						
<b>Site Improvements</b>						
lighting						\$0.00
parking Surfaces						\$0.00
fencing						\$0.00
retaining walls						\$0.00
<b>Total (Site Improvements)</b>						
<b>Landscaping &amp; Irrigation</b>						
						\$0.00
						\$0.00
						\$0.00
						\$0.00
<b>Total (Landscaping &amp; Irrigation)</b>						
<b>Structure &amp; Building Envelope</b>						
						\$0.00
						\$0.00
						\$0.00
<b>Total (Structure &amp; Building Envelope)</b>						
<b>Mechanical, Electrical, Plumbing</b>						
DHW						\$0.00
HVAC						\$0.00
						\$0.00
<b>Total (Mechanical, Electrical, Plumbing)</b>						
<b>Utilities</b>						
water service						\$0.00
fire service						\$0.00
storm water piping						\$0.00
sewer service						\$0.00
electrical service						\$0.00
gas service						\$0.00
<b>Total (Utilities)</b>						
<b>Common Area Interior Elements</b>						
						\$0.00
						\$0.00
						\$0.00
<b>Total (Common Area Interior Elements)</b>						
<b>Unit Interior Elements</b>						
						\$0.00
						\$0.00
						\$0.00
<b>Total (Unit Interior Elements)</b>						
<b>Total Costs</b>						\$0
<b>Total Costs Per Residential Unit</b>						\$0.00
<b>Total Costs Per Gross Square Foot</b>						\$0.00
<b>Total Costs for Specific Need Category</b>						
<b>Total Costs for Specific Need Category</b>		<b>Exigent Need</b>			0.0%	\$0
<b>Total Costs for Specific Need Category</b>		<b>RFA Requirement</b>			0.0%	\$0
<b>Total Costs for Specific Need Category</b>		<b>Accessibility Requirement</b>			0.0%	\$0
<b>Total Costs for Specific Need Category</b>		<b>Need in Years 1-5</b>			0.0%	\$0
<b>Total Costs for Specific Need Category</b>		<b>Need in Years 6-15</b>			0.0%	\$0
<b>Total Costs for Specific Need Category</b>		<b>Marketability</b>			0.0%	\$0
<b>Total Costs for Specific Need Category</b>		<b>Other</b>			0.0%	\$0

**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 67-48.009(5), 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 (i) a Land Use Restriction Agreement(s) for the SAIL loan(s), and must be maintained in order for the Development to remain in compliance, unless the Board approves a change.
10. 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).
11. 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.
12. 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.
13. During the credit underwriting process, the Applicant must demonstrate that the Development meets the requirements of this RFA.
14. The Applicant must be active in the Continuum of Care, which means that at least one (1) paid employee of the Applicant entity or member of the Board of Directors of the Applicant entity will, at a minimum, participate in meetings of the Local Homeless Assistance Continuum of Care in the jurisdiction that serves the community in which the proposed Development is located, as outlined in the RFA. For purposes of this provision, "regularly" means at least quarterly.
15. 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.
16. 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).