

**REQUEST FOR APPLICATIONS 2019-101**

**COMMUNITY DEVELOPMENT BLOCK GRANT — DISASTER RECOVERY  
FINANCING FOR WORKFORCE HOUSING FOR HURRICANE RECOVERY  
IN MONROE COUNTY**

**Issued By:**

**FLORIDA HOUSING FINANCE CORPORATION**

**Issued: \_\_\_\_\_, 2019**

**Due \_\_\_\_\_, 2019**

## **SECTION ONE INTRODUCTION**

Under this RFA, an estimated \$20 million Community Development Block Grant – Disaster Recovery (CDBG-DR) Program funding will be made available for construction of Workforce Housing (Development Funding) PLUS an additional \$10 million in CDBG-DR Funding will be made available for acquiring land that will be affordable in Perpetuity for Developments that help address the unmet Workforce Housing need in Monroe County (Land Acquisition Program Funding). This workshop is specifically for Monroe County Developments.

Applicants that are selected to receive funding will be invited to enter credit underwriting and will be expected to complete the credit underwriting process, including Board approval of the credit underwriting report, within 12 months of the date of the invitation to enter credit underwriting.

The Corporation is soliciting applications from qualified Applicants in accordance with the terms and conditions of this RFA, inclusive of all Exhibits, applicable laws, rules and regulations, Rule Chapters 67-53, F.A.C. and 67-60, F.A.C., and the Corporation’s generally applicable construction and financial standards.

## **SECTION TWO DEFINITIONS**

Capitalized terms within this RFA shall have the meaning as set forth within this RFA, in Exhibit B, and Rule Chapters 67-53, F.A.C., and 67-60, F.A.C., or in applicable federal regulations.

## **SECTION THREE PROCEDURES AND PROVISIONS**

*Unless otherwise stated within the RFA, the Application package, forms and other information related to this RFA may be found on the RFA Website at <https://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2019/2019-101> (also available by clicking [here](#)).*

### **A. Submission Requirements**

#### **1. Application Deadline**

The Application Deadline is **3:00 p.m., Eastern Time, on \_\_\_\_\_, 2019.**

#### **2. Completing the Application Package**

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

The Applicant must download and complete the following documents found on the RFA Website:

- (1) The Application (Exhibit A of the RFA);
- (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.c. 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 documents with a file name that is unique to the specific Application.

b. Creating the All Attachments Document

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

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

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

3. Uploading the Application Package

The Application Package consists of Exhibit A, the Development Cost Pro Forma, the Principal Disclosure Form, and the All Attachments Document. To upload the Application Package:

- a. Go to the webpage RFA Website.
- b. Click the link to login and upload the Application Package. Note: A username and password must be entered. If the Applicant has not previously created a username and password, the Applicant will need to create one prior to the upload process.
- c. After successfully logging in, the Applicant must click “Upload Application Package.” The Applicant must also enter the Development Name and click “Browse” to locate the following completed documents saved on the Applicant’s computer:
  - (1) The Application (Exhibit A) in Word format;
  - (2) The Development Cost Pro Forma in Excel format;

- (3) The Principals Disclosure form in Excel format. (If the Applicant received an approved Principals Disclosure Form through the Advance Review Process, the approved form is what should be uploaded);
- (4) The All Attachments Document in a pdf format.

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

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

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

#### 4. Submission to the Corporation

By the Application Deadline, the Applicant must provide to the Corporation the following:

- a. A sealed package containing a printed copy of the final Application Package housed in a 3-ring-binder with numbered divider tabs for each attachment. The final assigned Response Number should be reflected on each page of the printed copy of the Application Package; and
- b. The required non-refundable Application fee, payable to Florida Housing Finance Corporation (check or money order only).
  - The Application Fee for Priority I Applications is \$1,500.
  - The Application fee for Priority II and III Applications is \$3,000.

The Applicant should label the outside of the shipping box with the applicable RFA number. The Corporation will not consider faxed or e-mailed Applications.

After 3:00 p.m., Eastern Time, on the Application Deadline, each Application for which a hard copy, an electronically submitted copy, and the Application Fee 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 copy of the Application Package must be addressed to:

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

If the hard copy of the Application Package is not identical to the electronically submitted Application Package, the electronically submitted Application Package 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 Review Committee meets to make its recommendations until after the Board has taken action on the Review Committee's recommendations, and such Application shall be included in the funding selection process as if no withdrawal request had been submitted. Any funding or allocation that becomes available after such withdrawal is accepted shall be treated as Returned Funding and disposed of according to Section Five B. of the RFA.

- 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\\_2019-101\\_Questions@floridahousing.org](mailto:RFA_2019-101_Questions@floridahousing.org) (also accessible by clicking [here](#)) with "Questions regarding RFA 2019-101" as the subject of the email. All inquiries are due by 5:00 p.m., Eastern Time, on \_\_\_\_\_, 2019. 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 \_\_\_\_\_, 2019, and will post a copy of all inquiries received, and their answers, on the RFA Website. 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, 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 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. Applicant Certification and Acknowledgement**

An Applicant Certification and Acknowledgement form, executed by the Authorized Principal Representative, must be included as **Attachment 1** to Exhibit A to indicate the Applicant's certification and acknowledgement of the provisions and requirements of the RFA. The Applicant Certification and Acknowledgement form is provided on the RFA Website. Note: If any version of the Applicant Certification and Acknowledgement form other than the version included in this RFA, the form will not be considered.

##### **2. Demographic Commitment**

The Demographic Commitment must be Workforce, serving general occupancy.

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

#### a. Applicant Information

- (1) State the name of the Applicant entity and select the type of organizational structure of the Applicant.

The Applicant entity must be a Local Government as defined in Section 420.503 F.S., a Public Housing Authority as created in 421.04, F.S., or a Single Purpose Legal Entity. A 'Single Purpose Legal Entity' means either a legally formed corporation, limited partnership or limited liability company with a management and ownership structure.

- (2) State whether the Application qualifies as Priority I, II or III. If no selection is made, the Application will qualify as a Priority III Application.

#### (a) Priority I Applications Qualifications

##### (i) Applicant Structure

- The Applicant entity is a Local Government as defined in Section 420.503 F.S. or a Public Housing Authority as created in 421.04, F.S.;

OR

- The Applicant entity is a Single Purpose Legal Entity that meets the definition of a 100% Non-Profit;

OR

- The Applicant entity is a Single Purpose Legal Entity that is a Joint Venture with an ownership structure that consists of a Local Government as defined in Section 420.503 F.S., a Public Housing Authority as created in 421.04, F.S., or a Land Trust/Authority AND a Single Purpose Legal Entity that meets the definition of a 100% Non-Profit Entity.

##### (ii) Ownership of Land

Notwithstanding the Applicant ownership structure, a Local Government, Public Housing Authority or Land Trust/Authority will hold 100 percent ownership of the land. The Development will be owned by the Applicant entity.

The proposed Land Owner may or may not be the same Local Government or Public Housing Authority that is part of the Applicant structure.

State the name of the Local Government, Public Housing Authority or Land Trust/Authority that is the Land Owner. This will be used to describe the Land Owner Award Tally described in the Funding Selection Process and, if applicable, will be the recipient of the Land Acquisition Funding. If the Land Trust holds 100 percent ownership in the land, the Land Trust must demonstrate that it qualifies as a Land Trust by providing, as **Attachment 2**, the Articles of Incorporation demonstrating that one of the purposes is of the Land Trust entity is to preserve affordable housing.

(iii) Affordable into Perpetuity

The site control documentation must demonstrate that the proposed Development will be owned by the Local Government, Public Housing Authority, or Land Trust/Authority.

(iv) Funding

- Development Funding - Must apply for a maximum of \$8,000,000 or Total Maximum Per Unit CDBG-DR Rental FHFC Subsidy Limit for Monroe County in Development Funding.
- Land Acquisition Program Funding – May apply for up to \$5,000,000 to assist with land acquisition costs and commit to making the land affordable into Perpetuity.

(v) Selection Process

Eligible Priority I Applications will be selected for funding first and will continue to be selected for funding if Applications can be fully funded. Priority II or III Applications will not be selected for funding unless there is funding remaining and no eligible Priority I Applications can be fully funded.

(b) Priority II Applications Qualifications

(i) Applicant Structure

The Applicant entity is Single Purpose Legal Entity that is a Joint Venture with an ownership structure that includes a Local Government as defined in Section 420.503 F.S., a Public Housing Authority as created in 421.04, F.S., or a Land Trust/Authority



AND a Single Purpose Legal Entity that includes a For Profit Entity.

(ii) Ownership of Land

Notwithstanding the Applicant ownership structure, a Local Government, Public Housing Authority or Land Trust/Authority will hold 100 percent ownership of the land. The Development will be owned by the Applicant Entity.

The proposed Land Owner may or may not be the same Local Government, Public Housing Authority or Land Trust/Authority that is part of the Applicant structure.

State the name of the Local Government, Public Housing Authority or Land Trust/Authority that is the Land Owner. This will be used to describe the Land Owner Award Tally described in the Funding Selection Process and, if applicable, will be the recipient of the Land Acquisition Funding. If the Land Trust holds 100 percent ownership in the land, the Land Trust must demonstrate that it qualifies as a Land Trust by providing, as **Attachment 2**, the Articles of Incorporation demonstrating that one of the purposes of the Land Trust entity is to preserve affordable housing.

(iii) Affordable into Perpetuity

The site control documentation must demonstrate that the proposed Development will be owned by the Local Government, Public Housing Authority, or Land Trust/Authority.

(iv) Funding

- Development Funding - Must apply for a maximum of \$8,000,000 or Total Maximum Per Unit CDBG-DR Rental FHFC Subsidy Limit for Monroe County in Development Funding.
- Land Acquisition Program Funding – May apply for up to \$5,000,000 to assist with land acquisition costs and commit to making the land affordable into Perpetuity.

(v) Selection Process

Eligible Priority II Applications will be selected for funding after all Priority I Applications that can be fully funded are selected. Priority II Applications will continue to be selected for funding if Applications can be fully funded. Priority III Applications will not

be selected for funding unless there is funding remaining and no eligible Priority I or II Applications can be fully funded.

(c) Priority III Application Qualifications

All Applications that are not otherwise deemed a Priority I or Priority II Application will be deemed a Priority III Application.

(i) Affordability Period

50 years

(ii) Funding

- Development Funding - Must apply for a maximum of \$8,000,000 or Total Maximum Per Unit CDBG-DR Rental FHFC Subsidy Limit for Monroe County in Development Funding (which may include land acquisition expenses).
- Land Acquisition Program Funding – Priority III Applicants are not eligible for Land Acquisition Program Funding.

(iii) Selection Process

Eligible Priority III Applications will be selected for funding after all Priority I and II Applications that can be fully funded are selected. Priority III Applications will continue to be selected for funding if the Application can be fully funded.

- (3) If the Applicant is a Single Purpose Legal Entity, 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. Evidence from the Florida Department of State, Division of Corporations, that the Applicant satisfies the foregoing requirements must be included as **Attachment 2** to Exhibit A. 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.

- (4) State whether the Applicant meets the definition of a 100% Non-Profit Entity as stated in Exhibit B for purposes of this RFA. To qualify (i) the question in Exhibit A must be answered demonstrating that the Applicant meets the definition of 100% Non-Profit as set out in Exhibit B; and (ii) the required information stated below is provided. Any Applicant that applies as a 100% Non-Profit but is not

considered a 100% Non-Profit will not qualify as a Priority I Application, but may still be eligible for funding as a Priority II Application.

The Applicant's 100% Non-Profit status will be verified during credit underwriting. If this cannot be verified, the Applicant will no longer be considered a 100% Non-Profit Applicant and funding awarded under this RFA may be rescinded.

Provide the following information for the Non-Profit entity that meets the definition stated in Exhibit B as **Attachment 3**:

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

b. General Developer Information

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

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) Federal Funding Experience Preference

Applications with less than 12 units will automatically qualify for the Federal Funding Experience Preference.

Applications with more than 12 units will qualify for the Federal Funding Experience Preference if at least one Principal of the Developer entity, or if more than one Developer entity, at least one Principal of at least one of the Developer entities, has experience in the completion; (i.e., the certificate of occupancy has been issued for at least one building), of at least one affordable rental housing development consisting of at least 12 total units that was

financed with federal funding and required all federal programs such as Davis Bacon requirements and Environmental Review requirements. This must be demonstrated by providing as **Attachment 4** to Exhibit A, a prior experience chart. If providing experience acquired from a previous affordable housing Developer entity, the person stated in the chart below must have been a Principal of that Developer entity as the term was defined at that time.

The Developer experience chart must include the following information:

Prior General Development Experience Chart				
Name of the natural person Principal with the required experience:				
Name of Developer Entity (for the proposed Development) for which the above individual is a Principal:				
Name of Development	Location (City & State)	Federal Program that Provided Financing (HOME for example)	Total Number of Units	Year Completed

c. 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”) as outlined in Section Three above.

*Disclosing the Applicant Entity Principals on the Principal Disclosure Form, as defined in Exhibit B:*

- (a) All of the Principals of the Applicant must be disclosed at the first disclosure level;
- (b) All of the Principals of all the entities identified at the first disclosure level must be disclosed at the second disclosure level;
- (c) All of the Principals of all of the entities identified at the second disclosure level must be disclosed at the third disclosure level. Unless the entity is a trust, all of the Principals disclosed at the third disclosure level must be natural persons; and
- (d) If any of the entities identified at the third disclosure level are a trust, all of the Principals of the trust must be disclosed at the fourth disclosure level, all of whom must be natural persons.

*Disclosing the Developer Principals on the Principal Disclosure Form, as defined in Exhibit B:*

- (a) All of the Principals of the Developer must be disclosed at the first disclosure level; and

- (b) All of the Principals of all the entities identified at the first disclosure level must be disclosed at the second disclosure level.

The Principals Disclosure Form is available on the RFA Website.

- (2) Point Item

5 points will be awarded if the uploaded Principal Disclosure Form was stamped "Approved" during the Advance Review Process provided it is still correct as of Application Deadline. The Advance Review Process for Disclosure of Applicant and Developer Principals is available on the RFA Website and also includes samples which may assist 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 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. Changes to the officers or directors of a Public Housing Authority will not result in disqualification.

The Principals of each Developer identified in the Application, including all co-Developers, may be changed only by written request 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.

- d. Identify the Management Company
- e. Contact Person

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

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

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

- a. State the name of the proposed Development.
- b. Development Category must be new construction, with or without acquisition. All units must consist entirely of new construction units. Rehabilitation of existing units is not allowed. Demolition of current structures is allowed.

- 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.

- Single Family Homes including modular homes that are installed by certified contractors
- Garden Apartments (a building comprised of 1, 2 or 3 stories, with or without an elevator)
- Duplexes
- Quadraplexes
- Mid-Rise, 4, 5 or 6 stories (a building comprised of 4, 5, or 6 stories and each residential building must have at least one elevator)

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

- d. Resiliency Preference

- (1) Applications that select the Single Family Homes Development Type will automatically qualify for the Resiliency Preference.

(2) To qualify for the Resiliency Preference by qualifying for “Enhanced Structural Systems Construction” or “ESS Construction”, the proposed Development must meet at least one of the specifications listed below.

- (a) For all buildings 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.

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

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

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

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

For purposes of this RFA, the Corporation will consider an Application to meet the ESS Construction Requirement 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 ESS Construction, and funding awarded under this RFA will be rescinded.

- e. State whether construction has commenced as of Application Deadline. Note: If “Yes”, all rules and regulations in 24 CFR Part 92, which includes cross-cutting Federal Regulations, will apply.

## 5. Location of Proposed Development

- a. County

This RFA is open only to Developments located in Monroe County, excluding the portion of Monroe County included within the designated exterior boundaries of the Everglades National Park and areas north of said Park.

- b. 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. State whether the Development consists of Scattered Sites.

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

- (1) 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 Monroe County.

- d. Latitude/Longitude Coordinates

- (1) Provide a Development Location Point stated in decimal degrees, rounded to at least the sixth decimal place. If the proposed Development consists of Scattered Sites, as of Application Deadline the Development Location Point must affirmatively be established on the site with the most units and latitude and longitude coordinates for each Scattered Site must also be provided.
- (2) If the proposed Development consists of Scattered Sites, for each Scattered Site that is in addition to the Development Location Point information provided in (1) above, provide the latitude and longitude coordinates of one point located anywhere on the Scattered Site. The coordinates must be stated in decimal degrees and rounded to at least the sixth decimal place.



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

## 6. Number of Units and Buildings

- a. State the total number of units in the proposed Development.

All proposed Developments must consist of a minimum of 5 total units. There is no maximum number of units. Note: A single family home is considered one unit.

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

- b. The proposed Development must consist of 100 percent new construction units.
- c. If there are existing occupied units and if the Development is funded, a plan for relocation of existing tenants must be provided to the Credit Underwriter, as outlined in Exhibit D.
- d. Set-Aside Commitments

By submitting its Application, the Applicant agrees and acknowledges that the proposed Development will include the required income and set-aside units committed to in the Application.

(1) Total Set-Aside Commitment

(a) Workforce Units

The Applicant must commit to set aside 100 percent of the total units at or below 80 percent Area Median Income (AMI).

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

At least 10 percent of the total units must be set-aside at or below 25 percent AMI as Extremely Low-Income (ELI) Set-Aside Units.

(c) Link Units for Persons with Special Needs

All Developments must commit to set-aside at least 50 percent of the ELI Set-Aside units (i.e., at least 5 percent of the total units) as Link Units for Persons with Special Needs.

At least one member of each Link unit's household shall be referred by a Special Needs Household Referral Agency (Referral Agency) with which the owner executes a Link Memorandum of Understanding (MOU) approved by the Corporation. The current list of designated Special Needs Household Referral Agencies for each county is published on the

Corporation's Website at <http://apps.floridahousing.org/StandAlone/SpecialNeeds/ContentPage.aspx?PAGE=Link%20Initiative%20Page> (also accessible by clicking [here](#)). The Applicant must execute a Link Memorandum of Understanding (MOU) with at least one of the Special Needs Household Referral Agencies serving the Development's county. The deadline for the Corporation's approval of the fully executed Link MOU will be stated in the invitation to enter credit underwriting.

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

- (2) To calculate the ELI Set-Aside Units and Workforce Housing units:
- (a) First, calculate of the number of set-aside units for the lowest AMI level commitment.
- The percentage associated with the lowest AMI level committed to will be multiplied by the total units, rounded up to the next whole unit. The result will be the number of set-aside units at the lowest AMI level commitment.
- (b) Then, calculate the number of set-aside units for the second lowest AMI level.
- The number of units calculated in (i) above will be subtracted from the results of the following to calculate the number of set-aside units at the second lowest AMI level commitment:
- The percentage associated with the second lowest AMI level committed to will be first added to the percentage associated with the lowest AMI level commitment. These percentages, added together, will be multiplied by the total units, rounded up to the next whole unit.
- (c) Then, calculate the number of set-aside units for each remaining AMI level, if applicable.
- Starting with the third lowest AMI level remaining, the number of set-aside units for each of the remaining AMI levels will be calculated using the same methodology described in (ii) above.

e. Unit Mix

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.

No more than 25 percent of the total units may be comprised of Zero Bedroom units.

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

- f. State the anticipated number of residential buildings.

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

- g. Compliance Period

- (1) Compliance Requirement for Priority I and II Applications

The HUD affordability period for set aside units is 20 years; however, to qualify as Priority I or II, the land must be owned by the Local Government, Public Housing Authority, or Land Trust/Authority and be used for Workforce Housing into Perpetuity. For purposes of this RFA, Perpetuity means at least 99 years.

- (2) Compliance Requirement for Priority III Applications

The HUD affordability period requires units to be set aside for 20 years. Priority I or II Applications must remain affordable into Perpetuity. The Corporation is adding 30 years of an extended affordability period to the HUD affordability period for Priority III Applications, for a total affordability period of 50 years for Priority III Application.

Note: The Compliance Period committed to in this section includes the units set aside for the Demographic Commitments made in this RFA, which includes the commitments for Link Units and ELI Households. Although the percentage of units committed to must remain in effect for the entire Compliance Period, the particular units designated for the Demographic Commitment and AMI commitment must not be limited to the same units throughout the Compliance Period. Doing so may cause the Development to be in noncompliance.

## 7. Readiness to Proceed

- a. Site Control

Applicants must demonstrate site control as of Application Deadline by providing the properly executed Site Control Certification form (Form Rev. 08-18) as **Attachment 5**. Attached to the form must be documents that meet the conditions outlined below:

### Priority I or II Applications seeking Land Acquisition Program Funding Requirements

The land must be affordable into Perpetuity. There will be a Land Use Restriction Agreement (LURA) setting forth the Perpetuity requirements. This RFA provides funding to purchase land or provides reimbursement to Applicants that have purchased land

since July 27, 2018. No Affiliate or Principal of the Applicant or Developer may have owned the land at any time prior to July 27, 2018. Note: There is no guarantee of purchase reimbursement, even for Applicants that are selected for funding. To be eligible for reimbursement, other conditions such as an environmental review and approval during credit underwriting, among others, must be met.

*Land Acquisition Program Funding for the future purchase of land*

- (1) The Site Control documentation must include an eligible contract with a Local Government, Public Housing Authority, Land Trust/Authority as the buyer. An eligible contract must meet all of the following conditions:
  - (a) It must have a term that does not expire before a date that is 6 months after the Application Deadline 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 a date that is 6 months after to the Application Deadline;
  - (b) The purchase price must be included;
  - (c) The buyer must be the Local Government, Public Housing Authority, or Land Trust/Authority that is a Principal of the Applicant; and
  - (d) The owner of the subject property must be the seller, or is a party to one or more intermediate contracts, agreements, assignments, options, or conveyances between or among the owner, the Applicant, or other parties, that have the effect of assigning the owner's right to sell the property to the seller. Any intermediate contract must meet the criteria for an eligible contract in (a) through (d) above.
- (2) The Site Control documentation must include an appraisal demonstrating that the appraised value of the land meets or exceeds the purchase price. If the appraisal demonstrates that the purchase price exceeds the fair market value, the only land costs that can be included in the Total Development Cost or awarded through Land Acquisition Program Funding will be the appraised value, which will be confirmed in credit underwriting;
- (3) For Applicants that are a Single Purpose Legal Entity, also include a lease between the Local Government, Public Housing Authority or Land Trust/Authority (the designated buyer in the eligible contract) and the Applicant entity. The lease payments must equal \$10 a year or less. The lease must have an unexpired term of at least 99 years after the Application Deadline.

*Land Acquisition Program Funding for reimbursement*

- (1) The Site Control documentation must include a deed or certificate of title AND a copy of the underlying purchase contract. The deed or certificate of title (in the event the property was acquired through foreclosure) must meet the following:
  - (a) The Deed must be recorded in Monroe County and show the Local Government, Public Housing Authority, or Land Trust/Authority as the sole Grantee;

and

  - (b) A copy of the underlying purchase contract, executed no earlier than July 27, 2018.
- (2) The Site Control documentation must include an appraisal demonstrating that the appraised value of the land meets or exceeds the purchase price. If the appraisal demonstrates that the purchase price exceeds the fair market value, the only land costs that can be included in the Total Development Cost or awarded through Land Acquisition Program Funding will be the appraised value, which will be confirmed in credit underwriting;
- (3) For Applicants that are a Single Purpose Legal Entity, also include a lease between the Local Government, Public Housing Authority or Land Trust/Authority (the designated buyer in the eligible contract) and the Applicant entity. The lease payments must equal \$10 a year or less. The lease must have an unexpired term of at least 99 years after the Application Deadline.

Priority I and II Applications that are not seeking Land Acquisition Program Funding

The land must be affordable into Perpetuity. There will be a Land Use Restriction Agreement (LURA) setting forth the Perpetuity requirements. Applicants must demonstrate site control as of Application Deadline by providing the properly executed Site Control Certification form (Form Rev. 08-18). Attached to the form must be documents that meet the conditions outlined below:

- (1) If the Applicant is purchasing the land, the Site Control documentation must include an eligible contract that meets all of the following conditions:
  - (a) It must have a term that does not expire before a date that is 6 months after to the Application Deadline 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 a date that is 6 months after to the Application Deadline;
  - (b) The Applicant must be the buyer unless there is an assignment of the eligible contract, signed by the assignor and the assignee, which assigns all of the buyer's rights, title and interests in the eligible contract to the Applicant; and

- (c) The owner of the subject property must be the seller, or is a party to one or more intermediate contracts, agreements, assignments, options, or conveyances between or among the owner, the Applicant, or other parties, that have the effect of assigning the owner's right to sell the property to the seller. Any intermediate contract must meet the criteria for an eligible contract in (a) through (c) above.
- (2) If the Applicant already owns the land, the Site Control documentation must include a 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.

### Priority III Applications

- (1) If the Applicant is purchasing the land, the Site Control documentation must include an eligible contract must meet all of the following conditions:
  - (a) It must have a term that does not expire before a date that is 6 months after to the Application Deadline 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 a date that is 6 months after to the Application Deadline;
  - (b) The Applicant must be the buyer unless there is an assignment of the eligible contract, signed by the assignor and the assignee, which assigns all of the buyer's rights, title and interests in the eligible contract to the Applicant; and
  - (c) The owner of the subject property must be the seller, or is a party to one or more intermediate contracts, agreements, assignments, options, or conveyances between or among the owner, the Applicant, or other parties, that have the effect of assigning the owner's right to sell the property to the seller. Any intermediate contract must meet the criteria for an eligible contract in (a) through (c) above.
- (2) If the Applicant already owns the land, the Site Control documentation must include a deed or certificate of title. The deed or certificate of title (in the event the property was acquired through foreclosure) must be recorded in Monroe County and show the Applicant as the sole Grantee.
- (3) If the Applicant is leasing the land, the Site Control documentation must include a Lease. The lease must have an unexpired term of at least 50 years after the Application Deadline and the lessee must be the Applicant. The owner of the subject property must be a party to the lease, or a party to one or more intermediate leases, subleases, agreements, or assignments, between or among

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

b. 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 are provided on the RFA Website. 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. 08-18, (ii) the forms are dated within 12 months of the Application Deadline, (iii) none of the information entered on the form and certified to by the signatory has changed in any way, and (iv) the requirements outlined in this RFA are met. If the Applicant provides any prior version of the Florida Housing Ability to Proceed Verification form(s), the form(s) will not be considered.

(1) **Appropriate Zoning.** 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 6** 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. 08-18); or
- (b) The Florida Housing Finance Corporation Local Government Verification that Permits are Not Required for this Development form (Form Rev. 08-18).

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

(2) **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 7** to Exhibit A:

- (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Electricity form (Form Rev. 08-18); or

- (b) A letter from the electricity service provider that contains the name of the 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.
- (3) 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 8** to Exhibit A:
  - (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Water form (Form Rev. 08-18); or
  - (b) A letter from the water service provider that contains the Development location and the number of units 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 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 9** 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. 08-18); or
  - (b) A letter from the waste treatment service provider that contains the Development location and the number of units 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 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 10** to Exhibit A:
  - (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Roads form (Form Rev. 08-18); or
  - (b) A letter from the Local Government that contains the Development location and is dated within 12 months of the Application Deadline. The letter may not be signed by the Applicant, by any related parties of the



Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.

## 8. Construction Features

All units are expected to meet all requirements as outlined below. The quality of the construction features committed to by the Applicant is subject to approval of the Board of Directors. Additionally, all Developments must meet the Housing Quality Standards provided by HUD on the webpage [https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/hcv/hqs](https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/hqs) (also available by clicking [here](#)).

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

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

All proposed Developments must meet all federal requirements and state building code requirements, including the following, incorporating the most recent amendments, regulations and rules:

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

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

To the extent that a Development is not otherwise subject to Section 504 and its related regulations, the Development shall nevertheless comply with Section 504 and its related regulations as requirements of the Corporation funding program to the same extent as if the Development were subject to Section 504 and its related regulations in all respects. To that end, all Corporation funding shall be deemed “Federal financial assistance” within the meaning of that term as used in Section 504 and its related regulations for all Developments.

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

and package receiving areas for residents, pool and other amenities, including paths of travel to amenities and laundry rooms, including washers and dryers.

The above documents are available on the RFA Website.

b. General Features

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

- Broadband infrastructure which includes cables, fiber optics, wiring, or other infrastructure, as long as the installation results in accessibility in each unit;
- Termite prevention;
- Pest control;
- Window covering for each window and glass door inside each unit;
- Cable or satellite TV hook-up in each unit and, if the Development offers cable or satellite TV service to the residents, the price cannot exceed the market rate for service of similar quality available to the Development's residents from a primary provider of cable or satellite TV;
- Single Family Homes must have washer and dryer hook ups in each of the Development's units. All other Development Types must have washer and dryer hook ups in each of the Development's units or an on-site laundry facility for resident use. If the proposed Development will have an on-site laundry facility, the following requirements must be met:
  - There must be a minimum of one Energy Star certified washer and one Energy Star certified dryer per every 15 units. To determine the required number of washers and dryers for the on-site laundry facility; divide the total number of the Development's units by 15, and then round the equation's total up to the nearest whole number; and
  - If the proposed Development consists of Scattered Sites, the laundry facility shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both.
- At least two full bathrooms in all 3 bedroom or larger units; and
- Bathtub with shower in at least one bathroom in at least 90 percent of the units.

(2) A full-size range and oven in all units.

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

(1) Required Accessibility Features in all Units

- Primary entrance doors on an accessible route shall have a threshold with no more than a ½-inch rise;
- All door handles on primary entrance door and interior doors must have lever handles;
- Lever handles on all bathroom faucets and kitchen sink faucets;

- Mid-point on light switches and thermostats shall not be more than 48 inches above finished floor level; and
- Cabinet drawer handles and cabinet door handles in bathroom and kitchen shall be lever or D-pull type that operate easily using a single closed fist.

- (2) All Developments must provide reinforced walls for future installation of horizontal grab bars in place around each toilet/shower, or a Corporation-approved alternative approach for grab bar installation. The installation of the grab bars must meet or exceed the 2010 ADA Standards for Accessible Design, Section 604.5.1 (Side Wall) and 604.5.2 (Rear Wall).

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

d. Required Green Building Features in all Developments

- (1) All units must have the features listed below:

- Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);
- Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
  - Toilets: 1.28 gallons/flush or less,
  - Urinals: 0.5 gallons/flush,
  - Lavatory Faucets: 1.5 gallons/minute or less at 60 psi flow rate,
  - Showerheads: 2.0 gallons/minute or less at 80 psi flow rate;
- Energy Star certified refrigerator;
- Energy Star certified dishwasher;
- Energy Star certified ventilation fan in all bathrooms;
- Water heater minimum efficiency specifications:
  - Residential Electric:
    - Up to 55 gallons = .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):
  - Air-Source Heat Pumps – Energy Star certified:
    - $\geq 8.5$  HSPF/  $\geq 15$  SEER/  $\geq 12.5$  EER for split systems
    - $\geq 8.2$  HSPF  $\geq 15$  SEER/  $\geq 12$  EER for single package equipment including gas/electric package units
  - Central Air Conditioners – Energy Star certified:
    - $\geq 15$  SEER/  $\geq 12.5$  EER\* for split systems
    - $\geq 15$  SEER/  $\geq 12$  EER\* for single package equipment including gas/electric package units.

NOTE: Window air conditioners and portable air conditioners are not allowed. PTACs / PTHPs are allowed in studio and 1 bedroom units;

- Package Terminal Air Conditioners (PTACs) – minimum Energy Efficiency Ratio (EER) required by the Florida Building Code – Energy Conservation standards (current edition)

<b>Capacity (BTU/h)</b>	<b>Min. Standards for New Construction</b>	<b>Min. Standards for Replacement Units<sup>b</sup></b>
<u>All</u>	<u>14.0 - (0.3 x Cap<sup>a</sup>/1000) EER</u>	<u>10.9 - (0.213 x Cap<sup>a</sup>/1000) EER</u>

- Package Terminal Heat Pumps (PTHPs) – minimum Energy Efficiency Ratio (EER) and Coefficient of Performance (COP) required by the Florida Building Code – Energy Conservation standards (current edition):

<b>Capacity (BTU/h)</b>	<b>Min. Standards for New Construction</b>	<b>Min. Standards for Replacement Units<sup>b</sup></b>
All Cooling	14.0 - (0.3 x Cap <sup>a</sup> /1000) EER	10.8 - (0.213 x Cap <sup>a</sup> /1000) EER
All Heating	3.2 - (0.026 x Cap <sup>a</sup> /1000) COP	2.9 - (0.026 x Cap <sup>a</sup> /1000) COP

NOTES:

- a. “Cap” = The rated cooling capacity of the project in Btu/h. Where the unit’s capacity is less than 7000 Btu/h, use 7000 Btu/h in the calculation. Where the unit’s capacity is greater than 15,000 Btu/h, use 15,000 Btu/h in the calculations.

- b. Replacement unit shall be factory labeled as follows:  
 “MANUFACTURED FOR REPLACEMENT APPLICATIONS ONLY:  
 NOT TO BE INSTALLED IN NEW CONSTRUCTION PROJECTS.”  
 Replacement efficiencies apply only to units with existing sleeves less than 16 inches in height and less than 42 inches in width.
- o Geothermal Heat Pumps – Energy Star certified with the following minimum efficiency performance;

Product Type (single stage models)	EER	COP
<b>Water-to-Air</b>		
Closed Loop Water-to-Air	17.1	3.6
Open Loop Water-to-Air	21.1	4.1
<b>Water-to-Water</b>		
Closed Loop Water-to-Water	16.1	3.1
Open Loop Water-to-Water	20.1	3.5
<b>DGX</b>		
DGX	16.0	3.6

- o **Electric Chillers, Air-Cooled and Water-Cooled** - Minimum efficiency values required by the Florida Building Code – Energy Conservation standards (current edition);

Equipment Type	Size	Units	Minimum Efficiency	
			Path A (Full-Load Optimized Applications)	Path B (Part-Load Optimized Applications)
Air-cooled	<150 t	EER (Btu/W)	≥10.1 FL	≥9.7 FL
			≥13.7 IPLV	≥15.8 IPLV
Air-cooled	≥150 t	EER (Btu/W)	≥10.1 FL	≥9.7 FL
			≥14.0 IPLV	≥16.1 IPLV
Water-cooled, displacement	<75 t	kW/t	≤0.75 FL	≤0.78 FL
			≤0.60 IPLV	≤0.50 IPLV
		kW/t	≤0.72 FL	≤0.75 FL

Water-cooled, displacement	≥75 t and <150 t		≤0.56 IPLV	≤0.49 IPLV
Water-cooled, displacement	≥150 t and <300 t	kW/t	≤0.66 FL	≤0.68 FL
			≤0.54 IPLV	≤0.44 IPLV
Water-cooled, displacement	≥300 t and <600 t	kW/t	≤0.61 FL	≤0.62 FL
			≤0.52 IPLV	≤0.41 IPLV
Water-cooled, displacement	≥600 t	kW/t	≤0.56 FL	≤0.58 FL
			≤0.50 IPLV	≤0.38 IPLV
Water-cooled, centrifugal	<150 t	kW/t	≤0.61 FL	≤0.69 FL
			≤0.55 IPLV	≤0.44 IPLV
Water-cooled, centrifugal	≥150 t and <300 t	kW/t	≤0.61 FL	≤0.63 FL
			≤0.55 IPLV	≤0.40 IPLV
Water-cooled, centrifugal	≥300 t and <400 t	kW/t	≤0.56 FL	≤0.59 FL
			≤0.52 IPLV	≤0.39 IPLV
Water-cooled, centrifugal	≥400 t and <600 t	kW/t	≤0.56 FL	≤0.58 FL
			≤0.50 IPLV	≤0.38 IPLV
Water-cooled, centrifugal	≥600 t	kW/t	≤0.56 FL	≤0.58 FL
			≤0.50 IPLV	≤0.38 IPLV

**NOTE:** All other equipment types shall follow Florida Building Code – Energy Conservation, current edition requirements.

**Rating Terms:**

EER - energy efficiency ratio

FL - full load

IPLV - integrated part load value

- Caulk, weather-strip, or otherwise seal all holes, gaps, cracks, penetrations, and electrical receptacles in building envelope; and
- Insulate heating and cooling system ducts and seal airtight in accordance with section C403.2.9 of the Florida Building Code – Energy Conservation (current edition)

- (2) In addition to the required Green Building features outlined in (1) above, proposed Developments must achieve one of the following Green Building Certification programs: Leadership in Energy and Environmental Design (LEED);

Florida Green Building Coalition (FGBC); or ICC 700 National Green Building Standard (NGBS).

## 9. Resident Programs

The quality of the Resident Programs committed to by the Applicant is subject to approval of the Board of Directors. The availability of the Resident Programs must be publicized on an ongoing basis such as through community newsletters, bulletin board posts, or flyers.

For all proposed Developments that consist of 12 units or less, there is no requirement to commit to and of the resident programs below. For proposed Developments that consist of 13 to 25 units, it is a Mandatory requirement that at least one of the resident programs is selected. For all proposed Developments that consist of more than 25 units, it is a Mandatory requirement that at least two of the resident programs are selected. The eligible resident programs which may be selected are as follows:

### a. After School Program for Children

This program requires the Applicant or its Management Company to provide supervised, structured, age-appropriate activities for children during after school hours, Monday through Friday. Activities must be on-site.

### b. Adult Literacy

The Applicant or its Management Company must make available, at no cost to the resident, literacy tutor(s) who will provide weekly literacy lessons to residents in private space on-site. Various literacy programming can be offered that strengthens participants' reading, writing skills, and comprehension, but at a minimum, these must include English proficiency and basic reading education.

Training must be held between the hours of 8:00 a.m. and 7:00 p.m. and electronic media, if used, must be used in conjunction with live instruction. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.

### c. Employment Assistance Program

The Applicant or its Management Company must provide, at no cost to the resident, a minimum of quarterly scheduled Employment Assistance Program workshops/meetings offering employment counseling by a knowledgeable employment counselor. Such a program includes employability skills workshops providing instruction in the basic skills necessary for getting, keeping, and doing well in a job. The instruction must be held between the hours of 8:00 a.m. and 7:00 p.m. and include, but not be limited to, the following:

- Evaluation of current job skills;
- Assistance in setting job goals;

- Assistance in development of and regular review/update of an individualized plan for each participating resident;
- Resume assistance;
- Interview preparation; and
- Placement and follow-up services.

If the training is not provided on-site, transportation at no cost to the resident must be provided. Electronic media, if used, must be used in conjunction with live instruction.

d. Family Support Coordinator

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

e. Financial Management Program

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

- • Financial budgeting and bill-paying including training in the use of technologies and web-based applications;
- • Tax preparation including do's and don'ts, common tips, and how and where to file, including electronically;
- • Fraud prevention including how to prevent credit card and banking fraud, identity theft, computer hacking and avoiding common consumer scams;
- • Retirement planning & savings options including preparing a will and estate planning; and



- • Homebuyer education including how to prepare to buy a home, and how to access to first-time homebuyer programs in the county in which the development is located.

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

f. Homeownership Opportunity Program

Applicant commits to provide a financial incentive which includes the following provisions:

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

## 10. Funding

a. Corporation Funding

(1) CDBG-DR Funding

(a) CDBG-DR Funding Request Amounts

State the amount of CDBG-DR Funding it is requesting in Exhibit A, as well as on the Development Cost Pro Forma.

- (i) Priority I or II Applications may request up to \$5 million in Land Acquisition Program Funding, subject to appraisal in credit underwriting, in addition to the Development Funding request amount.
- (ii) All Applications must request Development Funding. The maximum amount of Development Funding is the lesser of the following:
  - \$8 million; or

- The Total Maximum Per Unit CDBG-DR Rental FHFC Subsidy Limit for Monroe County as stated below:
  - \$217,058 per Zero Bedroom Unit
  - \$248,828 per 1 Bedroom Unit
  - \$302,572 per 2 Bedroom Unit
  - \$391,432 per 3 Bedroom Unit
  - \$418,592 per 4 Bedroom Unit

The Department of Economic Opportunity (DEO)'s State of Florida Action Plan for Disaster Recovery (Action Plan) was approved by HUD on June 28, 2018. The Total Maximum Per Unit CDBG-DR Rental FHFC Subsidy Limit for Monroe County approved in that plan was lower than was is presented above. DEO has submitted an amended Action Plan to HUD for approval. If the Amended Action Plan is approved by HUD, the modified language would allow the higher amounts presented above.

(b) Loan Terms

The loan shall be non-amortizing and shall have an interest rate of zero percent per annum. The loan will not require payment for as long as the proposed Development remains in Compliance. The loan will be forgiven after 20 years. The terms and conditions of the loan are further outlined in Exhibit E of this RFA.

(c) Additional adjustments, if applicable

During the scoring process, if the Applicant states a request amount that is greater than the amount the Applicant is eligible to request, the Corporation will reduce the amount down to the maximum amount the Applicant is eligible to request. The Applicant's request amount will be reviewed for compliance with the per unit limit and per Development limit, as well as its contribution to the percentage of Total Development Cost limitation below.

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

(3) Other Corporation Funding

- (a) If the Development has received funding from the Predevelopment Loan Program (PLP), the Corporation file number and amount of funding

must be listed. Note: PLP funding cannot be used as a source of financing on the Construction/Rehab Analysis or the Permanent Analysis.

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

b. Non-Corporation Funding Proposals

Unless stated otherwise within this RFA, in order 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 11** 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, fee waivers or any portion of any fees that are reimbursed by the local government. Also, fee waivers and any portion of any fees that are reimbursed by the local government cannot be considered as Development costs.

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.

- (1) 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: For ALL Applicants, eligible Local Government financial commitments can be considered without meeting the requirements of (i) through (iv) above if the Applicant provides the properly completed and executed Local Government Verification of Contribution – Grant Form and/or the Local Government Verification of Contribution – Loan Form.

- (2) Financing that has closed

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.

- (3) If the financing proposal is not from a Regulated Mortgage Lender in the business of making loans or a governmental entity, evidence of ability to fund must be provided. Evidence of ability to fund includes: (i) a copy of the lender's most current audited financial statements no more than 17 months old; or (ii) if the loan has already been funded, a copy of the note and recorded mortgage. The age of all financial statements is as of the Application Deadline. In evaluating ability to fund, the Corporation will consider the entity's unrestricted current assets typically used in the normal course of business. Assets considered restricted include, but are not limited to, pension funds, rental security deposits, and sinking funds. Financing proposals from lenders who cannot demonstrate ability to fund will not count as a source of financing. Financial statements must be included in the Application. Note: This provision does not apply to deferred Developer fee.

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

- (4) If a financing proposal shows an amount less than the corresponding line item on the Development Cost Pro Forma, only the financing proposal amount will be considered as a funding source. However, if a financing proposal shows an amount greater than the corresponding line item on the Development Cost Pro Forma, up to the total amount of the financing proposal amount may be utilized as a funding source, if needed.
- (5) The loan amount may be conditioned upon an appraisal or debt service coverage ratio or any other typical due diligence required during credit underwriting.
- (6) Financing proposals may be conditioned upon the Applicant receiving the funding from the Corporation for which it is applying.
- (7) If a financing proposal has a provision for holding back funds until certain conditions are met, the amount of the hold-back will not be counted as a source of construction financing unless it can be determined that the conditions for the

release of the hold-back can be met prior to or simultaneous with the closing of the Development's permanent financing.

- (8) Grant funds are contributions to the Development, other than equity, which carry no repayment provision or interest rate. A commitment for grant funds will be considered a commitment for scoring purposes if the commitment is properly executed and, if applicable, evidence of ability to fund is provided.

c. Development Cost Pro Forma

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

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

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

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

(1) Developer Fee

Developer Fee , is limited to 16 percent of the Development Cost stated on the Development Cost Pro Forma in Column 3 of Item C, rounded down to the nearest dollar. If the maximums stated in (i) or (ii) are exceeded, the Corporation will adjust the amount down to the maximum allowed.

Additionally, the Corporation may further adjust the Developer Fee on Acquisition Costs, and/or Developer Fee on Non-Acquisition Costs stated on the Development Cost Pro Forma and used to calculate the Developer Fee in Item D of the Development Cost Pro Forma. The conditions for such adjustments are stated below:

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

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

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

(2) General Contractor Fee

General Contractor fee shall be limited to 14 percent of actual construction cost. The maximum allowable General Contractor fee will be tested during the scoring of the Application by multiplying the actual construction cost by 14 percent, rounded down to the nearest dollar.

(3) Contingency Reserves

For Application purposes, the maximum hard and soft cost contingencies allowed cannot exceed 5 percent of hard and soft costs. The determination of the contingency reserve is limited to the maximum stated percentage of total

actual construction costs (hard costs) and general development costs (soft costs), as applicable.

(4) Operating Deficit Reserves

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

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

- (5) With respect to the loan amount(s), all fees set forth in Exhibit C to the RFA are part of Development Cost and can be included in the Development Cost Pro Forma and paid with loan proceeds.

- d. Principal of the Applicant is a Public Housing Authority and/or an instrumentality of a Public Housing Authority

The Applicant should state whether any Principals of the Applicant entity are a Public Housing Authority and/or an instrumentality of a Public Housing Authority. To qualify for the “Add-On Bonus” described Section Five, A.1 of the RFA and in Item 1 of Exhibit C, the Public Housing Authority and/or instrumentality of a 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 and/or instrumentality of a Public Housing Authority must not be disclosed as only the Investor Limited Partner of the Applicant or Investor Member of the Applicant.

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

**B. Addenda**

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

**SECTION FIVE  
SCORING AND EVALUATION PROCESS**

**A. Determining Eligibility**

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

Eligibility Items
Submission Requirements met*
Authorized Principal Representative provided
Name of Applicant provided
Evidence Applicant is a legally formed entity provided
Name of Each Developer provided
Evidence that each Developer entity is a legally formed entity provided
Principals for Applicant and Developer(s) Disclosure Form provided
Name of Management Company provided
Name of Proposed Development provided
Development Type provided
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
Number of residential buildings provided
Unit Mix provided and meets requirements, if applicable
Evidence of Site Control provided
Appropriate Zoning demonstrated
Availability of Electricity demonstrated
Availability of Water demonstrated
Availability of Sewer demonstrated
Availability of Roads demonstrated
Minimum Resident Programs selected, if applicable
Applicant's Development Funding 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**
No prior acceptance to an invitation to enter credit underwriting for the same Development in a previous RFA. ***
Total Development Cost Per Unit Limitation met****

\* Submission Requirement

To be eligible for funding, the following submission requirements must be met: (i) the Application must be submitted online by the Application Deadline, (ii) the required hard copy must be submitted by the Application Deadline, (iii) the Applicant's hard copy submission must be contained in a sealed package, and (iv) the required Application fee must be submitted as of the Application Deadline.

\*\* Financial Arrearage Requirement

An Application will be deemed ineligible for funding if, as of close of business 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 business days prior to the date the Committee meets to make a recommendation to the Board.

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

proposed Development will be considered ineligible for funding in this RFA. If the acceptance to an invitation to enter credit underwriting in a previous RFA occurs after the Review Committee Meeting for this RFA, the proposed Development will be considered ineligible for funding in this RFA and any funding awarded in this RFA will be rescinded and considered Returned Funding.

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

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

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

Measure	New Construction Units					Rehabilitation Units	
	Garden Wood*	Garden ESS*	Mid-Rise-Wood*	Mid-Rise-ESS*	High-Rise*	Garden*	Non-Garden*
Maximum TDC Per Unit Limitation **	\$206,000	\$248,000	\$248,000	\$274,000	\$317,000	n/a	n/a
Applicable TDC Multipliers (to be applied against the Development’s TDC) and TDC Add-Ons (to be added to the Maximum TDC Per Unit Limitation)							
TDC Multiplier for 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/instrumentality of a PHA as a Principal	\$5,000 of additional per unit costs will be added to the above Maximum TDC Per Unit Limitation
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\* Garden includes all Development Types other than Mid-Rise and High-Rise; Non-Garden includes Development Types of Mid-Rise with elevator (4 stories, 5 stories, or 6 stories) and High-Rise (7 or more stories); Mid-Rise includes Development Types of Mid-Rise with elevator (4 stories, 5 stories, or 6 stories); and High-Rise includes Development Type of High Rise (7 or more stories). ESS means Enhanced Structural Systems Construction.

\*\* 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. Examples of reserves which can be considered part of the operating deficit reserve for this calculation are provided in the Operating Deficit Reserve portion of the Funding section in the RFA. For purposes of property acquisition valuation (land with or without building improvements), the Corporation uses the lesser of the appraised value, or the actual cost of acquisition. The appraised value will be determined during credit underwriting. 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. For Applicants that have a public housing authority/instrumentality of a public housing authority listed as a Principal on the Applicant’s Principal Disclosure Form may also exclude demolition costs and tenant relocation costs from TDC PU Limitation calculations. The total amount of costs that are to be excluded from the TDC Per Unit Limitation process are the applicable land costs, operating deficit reserves and certain PHA costs described herein are referred to in Exhibit C in the congregate as applicable qualifying costs.

\*\*\* 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
<b>Total Possible Points</b>	<b>5</b>

**B. Selection Process**

**1. Application Sorting Order**

All eligible Priority I Applications will be ranked by sorting the Applications as follows, followed by Priority II Applications, then by Priority III Applications:

- a. First, by the points achieved;
- b. Next, by the Resiliency Preference outlined in Section Four, A.4.d, with Applications that qualify for the preference listed above Applications that do not qualify for the preference;
- c. Next, by the Federal Funding Experience Preference outlined in Section Four, A.3.b.(3), with Applications that qualify for the preference listed above Applications that do not qualify for the preference;
- d. By the Leveraging Preference, with Applications that qualify for the preference listed above Applications that do not qualify for the preference. To qualify, the Application’s Eligible Request Amount per unit must be less than or equal to 90 percent of the Total

Development Cost. If the Applicant's Request Amount is adjusted by the Corporation during scoring, the adjusted amount will be used for this calculation;

- e. By the Application's eligibility for the Florida Job Creation Funding Preference which is outlined in Item 3 of Exhibit C of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);
- f. Finally, by lottery number, with Applications that have a lower lottery number listed above Applications with a higher lottery number.

## 2. Land Owner Award Tally (Priority I and II Applications only)

As each Priority I or Priority II Application is selected for tentative funding, the Local Government, Public Housing Authority, or Land Trust/Authority that owns the land and that was identified at question 3.a. in Exhibit A of the RFA will be considered the Land Owner for purposes of the Land Owner Award Tally and have one Application credited toward the Land Owner Award Tally.

The Corporation will not select any Priority I or Priority II Applications that have an Application credited towards the Land Owner Award Tally until all remaining eligible unfunded Priority I and II Applications have received one Application towards the Land Owner Award Tally. The Corporation will then follow the same pattern and, as each Priority I or Priority II Application is selected for tentative funding, the Land Owner will have a second Application credited toward the Land Owner Award Tally.

This procedure will be applied when selecting Priority I Applications and Priority II Applications only.

## 3. Funding Selection Order

After Applications are sorted, funding selection will proceed. The highest ranked Priority I Applications will be selected first. As each Priority I Application is selected for funding, the CDBG-DR Request Amount will be deducted from both the Land Acquisition Program Funding and the Development Funding Amount.

If the Land Acquisition Program Funding is depleted and eligible Priority I Applications remain, Priority I Applications may be fully funded from Development Program Funding as long as the request amount is within the maximum request limits for Development Program Funding (\$8,000,000 or less) will be selected for funding.

The process will be repeated with the highest-ranking Priority II Applications with the remaining Development Funding until there are no Priority II Applications that can be fully funded. If Land Acquisition Program Funding remains and there are no eligible Priority I or II Applications that can be fully funded, the Land Acquisition Program Funding will be distributed as approved by the Florida Housing Board of Directors and the Florida Department of Economic Opportunity. The Land Acquisition Program Funding will not be used to fund Priority III Applications.

If Development Funding remains, and no Priority I or II Applications can be fully funded, then the process will be repeated with the highest-ranking Priority III Applications.

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

4. Returned Funding

Funding that becomes available after the Board takes action on the Committee's recommendations, due to an Applicant withdrawing its Application, an Applicant declining its invitation to enter credit underwriting, or an Applicant's inability to satisfy a requirement outlined in this RFA, 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 Exhibit F of this RFA.

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 2019-101**

**1. Submission Requirement**

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

**2. Demographic Commitment**

The Demographic Commitment must be Workforce, serving the general population.

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

a. Applicant

- (1) Name of Applicant

[Click here to enter text.](#)

- (2) Does the Application qualify as a Priority I, II or III?

[Choose an item.](#)

If a Priority I or Priority II, state the name of the Local Government, Public Housing Authority or Land Trust/Authority that is the Land Owner for use in the Land Owner Award Tally and, if applicable, will be the recipient of the Land Acquisition Program Funding.

[Click here to enter text.](#)

If the Land Trust holds 100 percent ownership in the land, the Land Trust must demonstrate that it qualifies as a Land Trust by providing the required Articles of Incorporation as **Attachment 2**.

- (3) 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**.

- (4) 100% Non-Profit Applicant qualifications

Does the Applicant meet the definition of 100% Non-Profit Entity as set forth Exhibit B of this RFA?

[Choose an item.](#)

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

b. General Developer Information

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

[Click here to enter text.](#)

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

- (3) Federal Funding Experience Preference (5 Points)

Does at least one Principal of the Developer entity, or if more than one Developer entity, at least one Principal of at least one of the Developer entities, meet the requirements to qualify for the Federal Funding Experience Preference?

[Choose an item.](#)

If “Yes”, in order to qualify for the preference, the prior experience chart provided as **Attachment 4** must demonstrate the experience.

- c. 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).

- d. Provide the name of the Management Company

[Click here to enter text.](#)

- e. Contact Person

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

Name: [Click here to enter text.](#)

Organization: [Click here to enter text.](#)

Street Address: [Click here to enter text.](#)

City: [Click here to enter text.](#)

State: [Click here to enter text.](#)

Zip: [Click here to enter text.](#)

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

(2) Operational Contact Person information (optional)

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

**4. General Proposed Development Information**

a. Name of the proposed Development

[Click here to enter text.](#)

b. Development Category must be new construction, with or without acquisition. All units must consist entirely of new construction units. Rehabilitation of existing units is not allowed. Demolition of current structures is allowed.

c. Select the Development Type

[Choose an item.](#)

d. Resiliency Preference

Does the proposed Development meet the Resiliency Preference?

[Choose an item.](#)

e. Has construction commenced?

[Choose an item.](#)

**5. Location of proposed Development**

a. If Priority I or II Application, state the jurisdiction that will be the Local Government, Public Housing Authority, or Land Trust/Authority that is a Principal of the Applicant:

[Click here to enter text.](#)

b. Address of Development Site

[Click here to enter text.](#)

c. Does the proposed Development consist of Scattered Sites?



[Choose an item.](#)

d. Latitude and Longitude Coordinates

(1) Development Location Point

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

[Click here to enter text.](#)

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

[Click here to enter text.](#)

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

[Click here to enter text.](#)

**6. Number of Building and Units**

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

b. The proposed Development must consist of 100 percent new construction units.

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

[Choose an item.](#)

d. Set-Aside Commitments

(1) Workforce Units

The Applicant must commit to set aside 100 percent of the total units at or below 80 percent Area Median Income (AMI).

(2) Extremely Low-Income (ELI) Set-Aside Units

At least 10 percent of the total units must be set-aside at or below 25 percent AMI as Extremely Low-Income (ELI) Set-Aside Units.

(3) Link Units for Persons with Special Needs

All Developments must commit to set-aside at least 50 percent of the ELI Set-Aside units (i.e., at least 5 percent of the total units) as Link Units for Persons with Special Needs.

e. Unit Mix Chart

Number of Bedrooms/Bathrooms per Unit	Number of Units per Bedroom Type	Number of Units that are ELI Set-Aside Units
<a href="#">Choose an item.</a>	<a href="#">Enter Number</a>	<a href="#">Enter Number</a>
<a href="#">Choose an item.</a>	<a href="#">Enter Number</a>	<a href="#">Enter Number</a>
<a href="#">Choose an item.</a>	<a href="#">Enter Number</a>	<a href="#">Enter Number</a>
<a href="#">Choose an item.</a>	<a href="#">Enter Number</a>	<a href="#">Enter Number</a>
<a href="#">Choose an item.</a>	<a href="#">Enter Number</a>	<a href="#">Enter Number</a>
<a href="#">Choose an item.</a>	<a href="#">Enter Number</a>	<a href="#">Enter Number</a>

f. Number of Buildings

Number of anticipated residential buildings: [Enter Number](#)

**7. Readiness to Proceed**

a. Site Control

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

b. Ability to Proceed documents

- (1) Provide the required documentation to demonstrate zoning as **Attachment 9**.
- (2) Provide the required documentation to demonstrate availability of electricity as **Attachment 10**.
- (3) Provide the required documentation to demonstrate availability of water as **Attachment 11**.
- (4) Provide the required documentation to demonstrate availability of sewer as **Attachment 12**.
- (5) Provide the required documentation to demonstrate availability of roads as **Attachment 13**.

**8. Construction Features**

- a. Federal requirements and State Building Code requirements for all Developments are outlined in Section Four.
- b. General feature requirements for all Developments are outlined in Section Four.

- c. Accessibility feature requirements for all Developments are outlined in Section Four.
- d. Green Building Features:
  - (1) Green Building feature requirements for all Developments are outlined in Section Four.
  - (2) Applicants must commit to achieve one of the following Green Building Certification programs described in Section Four.

**9. Resident Programs:**

For all proposed Developments that consist of 12 units or less, there is no requirement to commit to and of the resident programs below. For proposed Developments that consist of 13 to 25 units, it is a Mandatory requirement that at least one of the resident programs is selected. For all proposed Developments that consist of more than 12 25 units, it is a Mandatory requirement that at least two of the resident programs are selected.

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

**10. Funding**

a. Corporation Funding

- (1) Development Funding available to all Applicants
  - (a) Development Funding Request Amount: \$ [Click here to enter text.](#)
  - (b) Land Acquisition Program Funding Request Amount: \$ [Click here to enter text.](#)

The Maximum Funding Request amounts are provided in Section Four A.10. of the RFA.

- (2) Other Corporation Funding
  - (a) If a PLP loan has been awarded for this Development, provide the following information:

<b>Corporation File #</b>
<a href="#">Click here to enter text</a>

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

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

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

b. Non-Corporation Funding

- (1) If the proposed Development is assisted with funding under the United States Department of Agriculture RD 515 Program and/or the RD 538 Program, indicate the applicable program(s) below and provide the required documentation as **Attachment 16** to Exhibit A.

RD 515       RD 538

- (2) Non-Corporation Funding Proposals

The Applicant must attach all funding proposals executed by the lender(s) or by any other source as **Attachment 17**.

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. Per Unit Construction Funding Preference

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

[Choose an item.](#)

e. Public Housing Authority as a Principal of the Applicant Entity

Is a Principal of the Applicant Entity a Public Housing Authority or an instrumentality of a Public Housing Authority?

[Choose an item.](#)

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

[Click here to enter text.](#)

\*\*\*\*\*

**B. Addenda**

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

[Click here to enter text.](#)

**Exhibit B – Definitions**

“100% Non-Profit Entity”	An entity that is wholly-owned (i.e. 100 percent owned) by one or more qualified non-profit organization as defined in Section 42(h)(5)(C), subsection 501(c)(3) and 501(c)(4) of the Internal Revenue Code, as in effect on the date of this RFA, and organized under Chapter 617, F.S., if a Florida corporation, or organized under similar state law if organized in a jurisdiction other than Florida, to provide housing and other services on a not-for-profit basis.
“Affiliate”	<p>Any person that:</p> <p>(a) Directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Applicant or Developer;</p> <p>(b) Serves as an officer or director of the Applicant or Developer or of any Affiliate of the Applicant or Developer;</p> <p>(c) Directly or indirectly receives or will receive a financial benefit from a Development except as further described in rule 67-48.0075, F.A.C., or</p> <p>(d) Is the spouse, parent, child, sibling, or relative by marriage of a person described in paragraph (a), (b) or (c), above.</p>
“For Profit Entity”	The Applicant entity is Single Purpose Legal Entity that is a Joint Venture with an ownership structure that includes an entity that includes a for profit Principal.
“Land Authority”	An entity created by Section 380.0663, F.S.
“Land Trust”	501(c)(3) entity that preserves affordable housing.
“Perpetuity”	At least 99 years from the loan closing.
“Principal”	<p>(a) For a corporation, each officer, director, executive director, and shareholder of the corporation.</p> <p>(b) For a limited partnership, each general partner and each limited partner of the limited partnership.</p> <p>(c) For a limited liability company, each manager and each member of the limited liability company.</p> <p>(d) For a trust, each trustee of the trust and all beneficiaries of majority age (i.e.; 18 years of age) as of Application deadline.</p> <p>(e) For a Public Housing Authority, each officer, director, commissioner, and executive director of the Authority.</p> <p>(f) For a Local Government or Land Authority</p>

<p>“Regulated Mortgage Lender”</p>	<p>(a) A state or federally chartered entity authorized to transact business in this state that regularly engages in the business of making mortgage loans secured by real property in this state, whose mortgage lending activities subject it to the jurisdiction of the State of Florida Office of Financial Regulation, the Board of Governors of the Federal Reserve, Office of the Comptroller of the Currency, the National Credit Union Administration, or the Federal Deposit Insurance Corporation; (b) A Fannie Mae-approved lender whose name appears on the Fannie Mae list of Delegated Underwriting and Servicing (DUS®) Lenders*; (c) A HUD-approved lender whose name appears on the U.S. Department of Housing and Urban Development (HUD) list of Multifamily Accelerated Processing (MAP) Approved Lenders*; (d) A RD-approved lender whose name appears on the U.S. Department of Agriculture, Rural Development (RD), list of Section 538 Guaranteed Rural Rental Housing approved lenders*; or (e) A Freddie Mac-approved multifamily lender whose name appears on Freddie Mac’s lists of Program Plus (Florida region) lenders, Targeted Affordable Housing lenders or Seniors Housing lenders*; or (f) a mortgage lender that is a certified Community Development Financial Institution (CDFI) in the State of Florida that has been awarded funding from the CDFI Fund in a cumulative amount of at least \$5,000,000, exclusive of New Market Tax Credit (NMTC) awards, whose name and CDFI awards can be confirmed on the CDFI Fund’s web site (Qualified CDFI, and the affiliate(s) of such Qualified CDFI. As used herein, the affiliate(s) of a Qualified CDFI means the parent, subsidiary or successor of the Qualified CDFI, or an entity that shares common ownership or management with the Qualified CDFI. If the lender is an affiliate of the Qualified CDFI, the funding letter(s) being considered by the Corporation must include the name of the Qualified CDFI and a statement that the lender is an affiliate of the Qualified CDFI.</p> <p>*These documents are available on the RFA Website.</p>
<p>“Workforce Housing”</p>	<p>All of the units must be general occupancy, set aside at 80 percent AMI or less.</p>

## Exhibit C – Additional Information

### 1. Total Development Cost Per Unit Limitation

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

Measure	New Construction Units					Rehabilitation Units	
	Garden Wood*	Garden ESS*	Mid-Rise-Wood*	Mid-Rise-ESS*	High-Rise*	Garden*	Non-Garden*
Maximum TDC Per Unit Limitation **	\$206,000	\$248,000	\$248,000	\$274,000	\$317,000	n/a	n/a
Applicable TDC Multipliers (to be applied against the Development's TDC) and TDC Add-Ons (to be added to the Maximum TDC Per Unit Limitation)							
TDC Multiplier for 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/instrumentality of a PHA as a Principal					\$5,000 of additional per unit costs will be added to the above Maximum TDC Per Unit Limitation		

\* Garden includes all Development Types other than Mid-Rise and High-Rise; Non-Garden includes Development Types of Mid-Rise with elevator (4 stories, 5 stories, or 6 stories) and High-Rise (7 or more stories); Mid-Rise includes Development Types of Mid-Rise with elevator (4 stories, 5 stories, or 6 stories); and High-Rise includes Development Type of High Rise (7 or more stories). ESS means Enhanced Structural Systems Construction.

\*\* 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. Examples of reserves which can be considered part of the operating deficit reserve for this calculation are provided in the Operating Deficit Reserve portion of the Funding section in the RFA. For purposes of property acquisition valuation (land with or without building improvements), the Corporation uses the lesser of the appraised value, or the actual cost of acquisition. The appraised value will be determined during credit underwriting. 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. For Applicants that have a public housing authority/instrumentality of a public housing authority listed as a Principal on the Applicant's Principal Disclosure Form may also exclude demolition costs and tenant relocation costs from TDC PU Limitation calculations. The total amount of costs that are to be excluded from the TDC Per Unit Limitation process are the applicable land costs, operating deficit reserves and certain PHA costs described herein are referred to in Exhibit C in the congregate as applicable qualifying costs.

- a. The Total Development Cost Per Unit Limitation was reviewed during the scoring process as outlined in Section Five, \_\_\_\_\_. 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, inclusive of any applicable escalation factor, 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, inclusive of any applicable escalation factor, but it cannot be earned on costs in excess of said limitation. If the Development costs exceed the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, then the maximum allowable Developer fee will be adjusted as outlined below. The maximum allowable Developer fee can be determined by 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 within the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor.

Prior to determining any necessary adjustment, if the Developer fee initially stated by the Labor Standards require that all persons working on the site be paid an hourly rate not less than the minimum rate specified in the Wage Determination issued by HUD for each particular property. The owner will be required to submit to the Corporation, or its representative servicer, payroll reports and certifications to verify wage payments. Conformance with Labor Standards will be monitored during the construction/redevelopment period in conjunction with the draw inspections by the consulting engineer/architect engaged by the underwriter/servicer.

If the Development triggers Federal Labor Requirements, the Corporation will require, prior to the start of construction, certification by the Applicant that it has been advised by the Corporation of its responsibilities and obligations regarding the federal labor and wage requirements and that it agrees to comply with the guidelines.

## **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 CDBG-DR 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 1.40.

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

- The number of total units committed to by the Applicant (as stated by the Applicant at question 6.a. of Exhibit A);
- The Florida job creation rate of 3.635 Florida Jobs per Unit;
- The Eligible CDBG-DR Request Amount.

The score for the Florida Rate of Job Creation per \$1 million of CDBG-DR funding will be measured using the following calculation:

Number of units x 3.635 Florida Jobs per Unit x 1,000,000 / Eligible CDBG-DR Request Amount = Florida Jobs per \$1 million of CDBG-DR funding.

For example:

Application A consists of 15 units and has an Eligible CDBG-DR Request Amount of \$5,500,000.

$15 \times 3.635 \times 1,000,000 / 5,500,000 =$  Florida Job Creation score of 9.91.

In the above example, the Application will qualify for the Job Creation Funding Preference because it has a Florida Job Creation score that is at least 1.40.

### 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.

All fees set forth below, 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.

For Applicants that apply and qualify as a 100% Non-Profit entity, the Corporation shall bear the cost of the credit underwriting review, environmental review, and legal counsel. However, if the commitment is canceled for failure to adhere to rule deadlines or for reasons within the Applicant's control, the Development will be responsible for reimbursing the Corporation for fees incurred for credit underwriting, environmental review processing, and legal counsel.

#### 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 as follows:

- The Application Fee for Priority I Applications is \$1,500.
- The Application fee for Priority II and III Applications is \$3,000.

#### b. Credit Underwriting Fees

The following fees are not the fees that will be charged but are listed below for estimation purposes of completing the Development Cost Pro-Forma in the Application. The actual fees will be determined based on the current contract, including any

addendum, for services between the Corporation and the Credit Underwriter(s) in effect at the time underwriting begins.

- (1) Initial fee: \$14,082
- (2) Re-underwriting fee: \$181 per hour, not to exceed \$7,990.

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): \$181 per hour.

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

A total annual fee comprised of a base fee of \$168 per month + an additional fee per set-aside unit of \$10.30 per year, subject to a minimum of \$263 per month, and subject to an automatic annual increase of 3 percent of the prior year's fee

- (2) Follow-up Reviews/Extraordinary Services fee: \$181 per hour

d. Commitment Fees

Each Applicant to which a firm commitment is granted shall submit to the Corporation a non-refundable commitment fee of 1 percent of the CDBG-DR 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 loan does not close within the timeframes prescribed, extension fees will be assessed as follows:

- (1) The firm loan commitment(s) must be issued as follows:

The firm loan commitment must be issued within 12 months of the Applicant's acceptance to enter credit underwriting. Unless an extension is approved by the Corporation in writing, failure to achieve credit underwriting report approval and issuance of a firm loan commitment by the specified deadline shall result in withdrawal of the preliminary commitment. Applicants may request one extension of up to six months to secure a firm loan commitment. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting the extension and shall detail the time frame to achieve a firm loan commitment. In determining whether to grant an extension, the Corporation shall consider the facts and circumstances of the Applicant's request, inclusive of the responsiveness of the Development team and its ability to deliver the Development timely. The Corporation shall charge a non-refundable extension fee of one percent of each loan amount if the request to extend the credit underwriting and firm loan commitment process beyond the initial 12 month deadline is approved. If an approved extension is utilized, for profit Applicants must pay the extension fee not later than seven Calendar Days after the original 12 month deadline. Non-Profit Applicants may request to pay the extension fee at the time of closing. Any such request must be made in writing to the Corporation. If, by the end of the extension period, the Applicant has not received a firm loan commitment, then the preliminary commitment shall be withdrawn.

- (2) The loan must close as follows:

The loans and other mortgage loans related to the Development must close within 120 Calendar Days of the date of the firm loan commitment(s). Unless an extension is approved by the Board, failure to close the loan(s) by the specified deadline outlined above shall result in the firm loan commitment(s) being deemed void and the funds shall be de-obligated. Applicants may request one extension of the loan closing deadline outlined above for a term of up to 90 Calendar Days. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting an extension and shall detail the time frame to close the loan. The Board shall consider the facts and circumstances of each Applicant's request, inclusive of the Applicant's ability to close within the extension term and any credit underwriting report, prior to determining whether to grant the requested extension. The Corporation shall charge an extension fee of one percent of each Corporation loan amount if the Board approves the request to extend the loan closing deadline beyond the applicable 120 Calendar Day or 180 Calendar Day period outlined above. If an approved extension is utilized, for profit Applicants must pay the extension fee not later than seven Calendar Days after the original loan closing deadline. Non-Profit Applicants may request to pay the extension fee at the time of closing. Any such request must be made in writing to the

Corporation. In the event the Corporation loan(s) does not close by the end of the extension period, the firm loan commitment(s) shall be deemed void and the funds shall be de-obligated.

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 loan has 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.

- \$181 per hour for an in-house review of a draw request
- \$181 per hour for on-site inspection fees, up to a maximum of \$1,793 per draw
- \$181 per hour for extraordinary services

(2) Permanent Loan Servicing Fees

The loan has 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 \$216 and a maximum monthly fee of \$859, and an hourly fee of \$181 for extraordinary services.

g. Additional Loan Fees

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

h. 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 - \$181 per hour, not to exceed \$1,793 per inspection.

i. 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 pursuant to Item 4.m. of Exhibit F are not to be used by the Applicant for normal maintenance and repairs, but shall be used for structural building repairs, major building systems replacements and other items included on the Eligible Reserve for Replacement Items list, effective October 15, 2010.

The list is available on the RFA Website.

b. Financial Reporting Form SR-1

By the date that is 151 Calendar Days after the Applicant's fiscal year end of each year of the 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 4.n. of Exhibit F should be in satisfactory form (inclusive of the substitution of the Multifamily

Underwriting Certificate referenced in Section 407 with a similar certification meeting the same criteria) and shall be reviewed in accordance with Part IIIA, Sections 401 through 408 and 410, of Fannie Mae’s Multifamily Selling and Servicing Guide, in effect as of June 10, 2015, which is available on the RFA Website.

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

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](#)).

4. CDBG-DR Other Federal Requirements

- (1) Federal Labor Requirements - – Construction work over \$2,000 that is financed in whole or in part with CDBG-DR funds must comply with the Federal Labor Standards requirements as identified in 40 U.S.C. 3141, *et seq.*), and 29 CFR part 1, 3, 5, 6, and 7.

Federal Labor Standards require that all persons working on the site be paid an hourly rate not less than the minimum rate specified in the Wage Determination issued by HUD for each particular property. The owner will be required to submit to the Corporation, or its representative servicer, payroll reports and certifications to verify wage payments. Conformance with Labor Standards will be monitored during the construction/redevelopment period in conjunction with the draw inspections by the consulting engineer/architect engaged by the underwriter/servicer.

If the Development contains 8 or more units to be redeveloped or constructed under a single contract, the Corporation will require, prior to the start of construction, certification by the Applicant that it has been advised by the Corporation of its responsibilities and obligations regarding the federal labor and wage requirements and that it agrees to comply with the guidelines.

- (2) HUD Environmental Requirements – Applicant will be required to comply with the HUD environmental requirements as provided in 24 CFR Part 58.
- (3) Debarment and Suspension - Owners and contractors are prohibited from employing, awarding contracts, or funding any contractors or subcontractors

that have been debarred, suspended, proposed for debarment or placed on ineligibility status by HUD. In addition, any owners who are debarred, suspended, proposed for debarment, or ineligible will be prohibited from participating in the Program. Therefore, a certification must be executed by the contractor for compliance with debarment and suspension regulations. During the credit underwriting process the Applicant will be required to provide the executed certification form\*.

- (4) Lead Based Paint - If the Development was built before 1978, Lead Based Paint Regulations may apply. See 24 CFR Part 35 for exemptions. During the credit underwriting process, the Applicant must certify that it understands the requirements of the current HUD lead based paint regulations.

If the Applicant is purchasing the property and the Development was built before 1978, provide a copy of the executed Disclosure of Information on Lead Based Paint and Lead Based Paint Hazards form\*, signed by both the buyer and the seller.



## 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, the Applicant shall respond to the invitation and submit the non-refundable credit underwriting fee;
2. By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation; and
3. The Credit Underwriter will provide an itemized list for additional documentation including, but not limited to, the following:
  - a. If the Applicant indicated that the proposed Development will be assisted with funding under the RD 538 Program and expects to use such funding as a source of financing, the Section 538 Selection Letter sent to the Applicant by RD must be provided;
  - b. 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 RFA Website.
  - c. For Developments with a Housing Assistance Payment Contract and/or an Annual Contributions Contract with HUD: Submission to the Corporation of the waiting list section of the Tenant Selection Plan for review and preliminary approval before sending to HUD. Such waiting list section shall establish selection preferences or a section for special admissions specifically for individuals or families that are referred by a designated Referral Agency serving the county where the Development is located; HUD approval of the Tenant Selection Plan shall be demonstrated to the Corporation prior to the completion of the final credit underwriting report.
  - h. The Applicant will be required to comply with the HUD environmental requirements as provided in 24 CFR Part 58 Applicants will not be charged a fee for the environmental review, as stated in Item 3.c.(1) of Exhibit E;
  - i. The Applicant will be required to provide a certification that must be executed by the contractor for compliance with debarment and suspension regulations, as outlined in Item 3.c.(2) of Exhibit E; and
  - j. The Applicant must certify that it understands the requirements of the current HUD lead based paint regulations as outlined in Item 3.c.(3) of Exhibit E.
4. The Credit Underwriter will also verify information submitted by the Applicant, including, but not limited to the following:

- a. The Applicant's 100% Non-Profit status, if applicable;
- b. Each Scattered Site meets the requirements of this RFA, if applicable;
- c. The proposed Development's ability to meet the Enhanced Structural Systems Construction qualifications, if applicable;
- d. The appraisals may cause a reduction in the funding amount;
- e. With the exception of Developments financed with HUD Section 811 or United States Department of Agriculture RD program, Developments must demonstrate HUD approval for an owner-adopted preference or special admissions preference specifically for individuals or families who are referred by a designated Referral Agency serving the county where the Development is located;
- f. The proposed Development's first phase or subsequent phase's status;
- g. Review of the Total Development Cost and its effect on the Total Development Cost Per Unit Limitation;

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.

5. The Rate of Growth Ordinance (ROGO) allocation from the Local Government must be approved.

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

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

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

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

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

The Corporation has established and maintains a list of supportive service agencies or organizations serving each county, each of which is designated as a Referral Agency. The Referral Agency list is available on the Corporation's Website at <http://apps.floridahousing.org/StandAlone/SpecialNeeds/ContentPage.aspx?PAGE=Link%20Initiative%20Page> (also accessible by clicking [here](#)). These agencies are statewide, regional or local organizations that administer community-based supportive services to the populations served by Link.

The MOU is a formal agreement between the owner and a Referral Agency that specifies the intent of the Link Strategy and describes the roles and responsibilities of each party to the MOU. The MOU form to be executed shall be the version most recently provided on the RFA Website.

- A. The owner shall execute an MOU with at least one designated Referral Agency serving the county and intended population where the Development will be located and rent units to households referred by the Referral Agency with which the MOU is executed.
- B. The deadline for receipt of the fully-executed MOU by the Corporation shall be established in the invitation to enter into credit underwriting, but shall be within nine (9) months from the date of the invitation to enter into credit underwriting but no later than the date the first building is placed in service. If the owner is unable to meet the deadline, an extension may be requested from the Corporation, and a non-refundable processing fee of \$5,000 shall be charged to the owner.
- C. Prior to execution of the MOU, but not later than 10 Calendar Days before the deadline by which the fully-executed MOU shall be received by the Corporation, the MOU form stipulated in the applicable RFA shall be completed and reviewed by the owner and Referral Agency, and then submitted by the owner to the Corporation for review and preliminary approval.

- D. The owner that has a Housing Assistance Payment Contract and/or an Annual Contributions Contract with HUD shall establish and obtain approval from HUD for an owner-adopted preference or limited preference specifically for individuals or families who are referred by a designated Referral Agency serving the county where the Development is located. HUD approval shall be demonstrated to the Corporation prior to the completion of the final credit underwriting report.
- E. Owners that have a Housing Assistance Payment Contract and/or an Annual Contributions Contract with HUD shall maintain a separate waiting list for referred applicants and prioritize these individuals for any available Link units. During and after lease-up, Referral Agency referrals must be moved in first, regardless of chronological order of the general waiting list, until all Link units are occupied with Referral Agency referrals.
- F. After review and preliminary approval of the MOU by the Corporation, and no later than the deadline established in the invitation to enter into credit underwriting, the owner shall provide one original fully-executed hard copy of the MOU to the Corporation. Once approved by the Corporation, the owner shall arrange for a copy of the approved MOU to be maintained on file at the site of the Development's records for compliance monitoring purposes.
- G. When the owner is noncompliant because no Referral Agency that serves the county where the Development is located is available to execute an MOU, the noncompliance shall be held in a correction period status until the earlier of (i) approval by the Corporation of an MOU executed with a new Referral Agency, or (ii) the passage of 45 Calendar Days following placement of a Referral Agency that serves the Development's county onto the Corporation's Referral Agency list.
- H. When a Referral Agency notifies the owner of its intent to terminate an MOU, the owner shall notify the Corporation of the MOU termination by email, at [Link@floridahousing.org](mailto:Link@floridahousing.org), within five (5) Calendar Days of receiving the notification from the Referral Agency. The owner shall then select another Referral Agency for the Development's county and obtain approval from the Corporation for the MOU executed with the new Referral Agency no later than 45 Calendar Days after receipt of notification from the prior Referral Agency of its intent to terminate the MOU.
- I. When an owner intends to terminate an MOU, the owner shall repeat the process outlined in all of the steps above to obtain approval from the Corporation for a new MOU executed with another Referral Agency before termination of the prior MOU may become effective.
- J. The Corporation may require the owner to terminate an MOU with a Referral Agency if that partnership is not effective in meeting the intent of the Link Set-Aside Requirement. The owner shall execute another MOU with a new Referral Agency before terminating the MOU. The owner shall follow the process outlined in all of the steps above to obtain approval from the Corporation.

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

- A. The owner shall meet with the chosen Referral Agency to review the Link roles and responsibilities of each party, the household income limitation and other eligibility criteria for tenancy, household move-in expenses and on-going monthly rental payments. The meeting shall be held no less than 45 Calendar Days before the anticipated commencement of any activities related to the leasing of any unit in the Development. The owner shall maintain documentation of the meeting with the Referral Agency and shall provide a copy for review by the Corporation upon its request.
- B. Leasing Activity (Lease-up and Pre-leasing): During leasing activities, the owner shall make all units available for the intended Link households referred by the Referral Agency, until the Development's Link Set-Aside Requirement has been met. If the Development has not met its Link Set-Aside Requirement by the passing of 30 Calendar Days after the last unit is actually available for occupancy, the owner may lease the units to any eligible household. To the extent that an ELI-unit requirement coincides with a Link Set-Aside Requirement, for a period not to exceed nine (9) months, a failure to meet the ELI-unit requirement shall not cause noncompliance during the lease-up or 30 Calendar Day hold period.
- C. Once the Development's leasing activity is completed, a vacant unit formerly occupied by a Link household shall be held open for intended households referred by the Referral Agency for a period of 30 Calendar Days starting from the date the vacated unit is suitable for occupancy and ready to lease. The owner shall notify the Referral Agency that a unit is available on or before the date that the vacated unit becomes suitable for occupancy and ready to lease, but no more than 30 Calendar Days before the unit is anticipated to be ready to lease. The vacated unit shall retain the Link classification until next occupied, at which time the classification of the new household shall be applied to the unit.
- D. Communication between the owner and the Referral Agency's designated contact person related to activities in this section shall be conducted via email. Activities that must be conducted by email are as follows:
1. Requests to develop MOU with Referral Agency;
  2. Draft reviews of MOUs between the parties;
  3. Final version of executed MOU;
  4. Current contact information for the contact staff designated by the owner and Referral Agency and listed in the MOU;
  5. Notifications of unit availability;
  6. Number of Calendar Days unit will be held open for referrals;
  7. Information about rental policies and eligibility criteria;
  8. Outcome of referrals;

9. Notifications of issues or concerns that may adversely affect the tenancy of the household; and
  10. Requests for termination of MOU.
- E. The owner shall maintain a Link communication tracking log that documents: (i) the unit number of each offered unit; (ii) the date each unit was suitable for occupancy; (iii) the date of the email notice to the Referral Agency that each unit was available for rent to a Link household, including the dates of required follow up; (iv) date of response from Referral Agency, (v) Referral Agency response, (vi) outcome of referral, and (vii) number of days the unit was held open.
  - F. If an owner notifies a Referral Agency that a unit is available and the Referral Agency does not respond, the owner shall contact the Referral Agency at least three (3) times, at intervals of no less than seven (7) Calendar Days, during the 30-day period after the initial notice of unit availability was sent to the Referral Agency. The owner shall document all notification activity on its Link communication tracking log.
  - G. The owner shall notify the Referral Agency regarding the outcome of each referral within one (1) business day after a determination is made regarding the household's eligibility to occupy the available unit.
  - H. If a referral does not result in occupancy by the referred household, the 30-day holding period shall continue to allow the Referral Agency the opportunity to refer another household. The owner shall follow up with the Referral Agency at intervals of no less than seven (7) Calendar Days during the remainder of the 30-day holding period. The owner shall document all notification activity on its Link communication tracking log.

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

- A. The owner shall cause the following documentation to be maintained on file for compliance monitoring purposes. Such documents shall be made available for inspection by Corporation personnel or its monitoring agents at any reasonable time. The owner shall provide copies of such documents, either electronic or paper, to the Corporation within three (3) business days of any request by the Corporation for such copies.
  1. A copy of all active MOUs approved by the Corporation;
  2. A copy of all terminated MOUs. Terminated MOUs shall be retained for seven (7) years beyond the period of tenancy for any household referred under the particular MOU;
  3. A copy of any current correction period extensions granted by the Corporation; and
  4. Email communication with the Referral Agency demonstrating timely notification regarding the availability of units for the intended Link household, outcome of each referral, and, when an available unit was not rented to a Link

household, the number of days the available unit was held open for intended Link household.

- B. The monthly Program Report submitted to the Corporation by the Development shall reflect the number of Link households residing in an ELI Set-Aside unit.

## Exhibit F – Credit Underwriting Procedures

### 1. General Requirements

- a. Applications shall be limited to one submission per subject property. Two (2) or more Applications, submitted in this RFA process, that have the same demographic commitment and one or more of the same Financial Beneficiaries, will be considered submissions for the same Development site if any of the following is true:

- (1) Any part of any of the property sites is contiguous with any part of any of the other property sites, or
- (2) Any of the property sites are divided by a street or easement, or
- (3) It is readily apparent from the Applications, proximity, chain of title, or other information available to the Corporation that the properties are part of a common or related scheme of development.

If two (2) or more Applications are considered to be submissions for the same Development site, the Corporation will reject all such Applications except the Application with the highest (worst) lottery number. The Application(s) with the lowest lottery number(s) will still be rejected even if the Applicant withdraws the Application with the highest (worst) lottery number.

- b. An Applicant shall be ineligible for funding or allocation in any program administered by the Corporation for a period of time as determined in (c) below if:

- (1) The Board determines that the Applicant or any Principal, Financial Beneficiary, or Affiliate of the Applicant has made a material misrepresentation or engaged in fraudulent actions in connection with any Application for a Corporation program. For purposes of this subsection, there is a rebuttable presumption that an Applicant has engaged in fraudulent actions if the Applicant or any Principal, Financial Beneficiary or Affiliate of the Applicant:
  - (a) Has been convicted of fraud, theft or misappropriation of funds,
  - (b) Has been excluded from federal or Florida procurement programs for any reason,
  - (c) Has been convicted of a felony in connection with any Corporation program, or
  - (d) Has offered or given consideration with respect to a local contribution as set forth in subsection (g) below.
- (2) Before any such determination can be final or effective, the Corporation must serve an administrative complaint that affords reasonable notice to the Applicant of the facts or conduct that warrant the intended action, specifies a proposed duration of ineligibility, and advises the Applicant of the opportunity



to request a proceeding pursuant to Sections 120.569 and 120.57, F.S. Upon service of such complaint, all pending transactions under any program administered by the Corporation involving the Applicant, or any Principal, Financial Beneficiary or Affiliate of the Applicant shall be suspended until a final order is issued or the administrative complaint is dismissed.

- (3) The administrative complaint will include a proposed duration of ineligibility, which may be either a specific period of time or permanent in nature. With regard to establishing the duration, the Board shall consider the facts and circumstances, inclusive of each Applicant's compliance history, the type of misrepresentation or fraud committed, and the degree of harm to the Corporation's programs that has been or may be done.
- c. The following items as identified by the Applicant in the Application must be maintained and cannot be changed by the Applicant after the applicable submission, unless provided otherwise below:
- (1) Name of Applicant entity; notwithstanding the foregoing, the name of the Applicant entity 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. With regard to said approval, the Board shall consider the facts and circumstances of each Applicant's request, inclusive of validity and consistency of Application documentation;
  - (2) Principals of each Developer, including all co-Developers; notwithstanding the foregoing, the Principals of the Developer(s) 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. With regard to said approval, the Board shall consider the facts and circumstances of each Applicant's request, inclusive of validity and consistency of Application documentation;
  - (3) Applicant applying as a Non-Profit or for-profit organization;
  - (4) Site for the Development; notwithstanding the foregoing, after the Applicant has been invited to enter credit underwriting and subject to written request of an Applicant to Corporation staff and approval of the Corporation, the site for the Development may be increased or decreased. In addition, if the increase of the site is such that the proposed Development now meets the definition of a Scattered Site, then the Applicant shall be required to provide such Scattered Sites information and meet all Scattered Sites requirements as required by Corporation staff. With regard to said approval, the Corporation shall consider the facts and circumstances of each Applicant's request, inclusive of validity and consistency of Application documentation;
  - (5) Development Category;
  - (6) Demographic Commitment;

- (7) Total number of units; notwithstanding the foregoing, the total number of units may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation. With regard to said approval, the Corporation shall consider the facts and circumstances, inclusive of each Applicant's request, in evaluating whether the changes made are prejudicial to the Development or to the market to be served by the Development; and
- (9) Funding Request Amount, exclusive of adjustments by the Corporation as outlined in this RFA.
- d. A Development will be withdrawn from funding and any outstanding commitments for funds will be rescinded if, at any time, the Board determines that the Applicant's Development or Development team is no longer the Development or Development team described in the Application or to the Credit Underwriter, and the changes made are prejudicial to the Development or to the market to be served by the Development.
- e. If an Applicant or Developer or any Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer has any existing Developments participating in any Corporation programs that remain in non-compliance with Section 42 of the IRC, Title 67, F.A.C., any competitive solicitations, or applicable loan documents, and any applicable cure period granted for correcting such non-compliance has ended as of the time of submission of the Application or at the time of issuance of a credit underwriting report, the requested allocation will, upon a determination by the Board that such non-compliance substantially increases the likelihood that such Applicant or Developer will not be able to produce quality affordable housing, be denied and the Applicant or Developer and the Affiliates of the Applicant or Developer will be prohibited from new participation in any of the Corporation's programs until such time as all of their existing Developments participating in any Corporation programs are in compliance.
- f. The name of the Development provided in the Application may not be changed or altered after submission of the Application during the history of the Development with the Corporation unless the change is requested in writing and approved in writing by the Corporation. The Corporation 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.
- g. If an Applicant or any Affiliate of an Applicant has offered or given consideration, other than the consideration to provide affordable housing, with respect to a local contribution and this is discovered prior to Board approval of the Review Committee's recommendations, the Corporation shall reject the Application and any other Application submitted by the same Applicant and any Affiliate of the Applicant. If discovered after the Board approves the Review Committee's recommendations, any tentative funding or allocation for the Application and any other Application submitted by the same Applicant and any Affiliate of the Applicant will be withdrawn. Such Applicant and any of such Applicant's Affiliates will be ineligible for funding or allocation in any program administered by the Corporation in accordance with 2.b. above.

- h. Total Development Cost includes the following:
- (1) The cost of acquiring real property and any buildings thereon, including payment for options, deposits, or contracts to purchase properties, of which the total cost cannot exceed the appraised value of the real property as determined in the credit underwriting process;
  - (2) The cost of site preparation, demolition, and development;
  - (3) Fees in connection with the planning, execution, and financing of the Development, such as those of architects, engineers, attorneys, accountants, Developer fee, and the Corporation;
  - (4) The cost of studies, surveys, plans, permits, insurance, interest, financing, tax and assessment costs, and other operating and carrying costs during rehabilitation of the Development;
  - (5) The cost of the rehabilitation and equipping of the Development;
  - (6) The cost of land improvements, such as landscaping and offsite improvements related to the Development, whether such costs are paid in cash, property, or services;
  - (7) Expenses in connection with initial occupancy of the Development;
  - (8) Allowances for contingency reserves and reserves for any anticipated operating reserves as recommended by the Credit Underwriter and, if applicable, any rent-restabilization reserves required by a Regulated Mortgage Lender or government entity related to the potential loss of funding from the Development's contracted federal rental assistance program. Any funded rent-restabilization reserve not utilized for said purpose must be retained for the sole benefit of the Development; and
  - (9) The cost of such other items, including relocation costs, indemnity and surety bonds, and premiums on insurance for the rehabilitation of the Development.
- i. In determining the income standards of Eligible Persons for the applicable programs, the Corporation shall take into account the following factors:
- (1) Requirements mandated by federal law;
  - (2) Variations in circumstances in the different areas of the state;
  - (3) Whether the determination is for rental housing; and
  - (4) The need for family size adjustments to accomplish the purposes set forth in this RFA.

- j. Financial Beneficiary and Affiliate, as defined in this RFA, do not include third party lenders, third party management agents or companies, third party service providers, Housing Credit Syndicators, credit enhancers regulated by a state or federal agency, or contractors whose total fees are within the limit described in this RFA.
  - k. For computing any period of time allowed by this RFA, the day of the event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday.
3. CDBG-DR General Program Procedures and Restrictions:
- Selection for CDBG-DR Program participation is contingent upon fund availability at the conclusion of the appeals process as set forth in Rule 67-60.009, F.A.C.
4. Credit Underwriting Procedures for CDBG-DR Loan:
- Credit underwriting is a de novo review of all information supplied, received or discovered during or after the RFA scoring and funding preference process, prior to the closing on funding. 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 credit underwriting review shall include a comprehensive analysis of the Applicant, the real estate, the economics of the Development, the ability of the Applicant and the Development team to proceed, the evidence of need for affordable housing in order to determine that the Development meets the program requirements and determine a recommended CDBG-DR loan amount, if any. Corporation funding will be based on appraisals of comparable developments, cost benefit analysis, and other documents evidencing justification of costs. As part of the credit underwriting review, the Credit Underwriter will consider the applicable provisions of the RFA.
- a. At the completion of all litigation and approval by the Board of all recommended orders with regard to this RFA process, 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.
  - b. The invitation to enter credit underwriting constitutes a preliminary commitment.
  - c. A response to the invitation to enter credit underwriting must be received by the Corporation and the Credit Underwriter not later than seven (7) Calendar Days after the date of the invitation. For any invitation to enter credit underwriting that is offered to an Applicant after Board approval of the list of eligible Applications that is sorted from highest funding preference to lowest, where the Applicant's response is to decline to enter credit underwriting, the result shall be the removal of the Application from the list of eligible Applications for this RFA and any other funding where that list of eligible Applications will be used.
  - d. If the invitation to enter credit underwriting is accepted:

- (1) All Applicants shall submit the credit underwriting fee to the Credit Underwriter within seven (7) Calendar Days of the date of the invitation to enter credit underwriting. In addition, within 14 Calendar Days of the date of the invitation, Applicants shall submit IRS Tax Information Authorization Form 8821 for all Financial Beneficiaries to the Corporation.
  - (2) Failure to submit the required credit underwriting fee by the specified deadline shall result in withdrawal of the invitation.
  - (3) The loan must close within the timeframe set out in 4.y. below.
- e. The Credit Underwriter shall review all information in the Application and subsequently provided during the credit underwriting process, including information relative to the Applicant, Developer and General Contractor, as well as other members of the Development team. The Credit Underwriter shall also request and review such other information as it deems appropriate to determine whether or not to provide a positive recommendation in connection with a proposed Development.
- f. In determining whether or not to provide a positive recommendation in connection with a proposed Development, the Credit Underwriter will consider the prior and recent performance history of the Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor in connection with any other affordable housing development. The performance history shall consider instances involving a foreclosure, deed in lieu of foreclosure, financial arrearage, or other event of material default in connection with any affordable housing development or the documents governing financing or operation of any such development.
- (1) Unless the Credit Underwriter determines that mitigating factors exist, or that underwriting conditions can be imposed, sufficient to mitigate or offset the risk, the existence of the following shall result in a negative recommendation of the proposed Development by the Credit Underwriter:
    - (a) Considering all affordable housing developments in which any party named above has been involved, if:
      - (i) During the period prior to August 1, 2010, 5 percent or more of that party's developments have been the subject of a foreclosure or deed in lieu of foreclosure, or in financial arrearage or other material default and such arrearage or material default remained uncured for a period of 60 days or more, or
      - (ii) During the period beginning on or after August 1, 2010, any of that party's developments have been the subject of a foreclosure or deed in lieu of foreclosure, or in financial arrearage or other material default and such arrearage or material default is uncured at the present or, if cured, remained uncured for a period of 60 days or more.

- (b) Mitigating factors to be considered by the Credit Underwriter, to the extent such information is reasonably available and verifiable, shall include the extent to which the party funded the operations of the development from that party's own funds in an attempt to keep the development afloat, the election by a party to forego financial participation in a development in an attempt to keep the development afloat, the party's satisfactory performance history over the last 10 years in connection with that party's affordable housing developments, and any other extenuating circumstances deemed relevant by the Credit Underwriter in connection with the party's involvement in a development.
- (2) A negative recommendation may also result from the review of:
  - (a) An Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor in connection with any other affordable housing development,
  - (b) Financial capacity of an Applicant, Developer, any Financial Beneficiary of the Applicant or Developer and the General Contractor, or
  - (c) Any other relevant matters relating to an Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor if, in the Credit Underwriter's opinion, one or more members of the Development team do not possess the ability to proceed.
- g. The Credit Underwriter shall report any inconsistencies or discrepancies or changes made to the Applicant's Application during credit underwriting.
- h. The Applicant will be responsible for all fees in connection with the documentation submitted to the Credit Underwriter.
- i. If the Credit Underwriter determines that special expertise is required to review information submitted to the Credit Underwriter which is beyond the scope of the Credit Underwriter's expertise, the fee for such services shall be borne by the Applicant.
- j. A full or self-contained appraisal as defined by the Uniform Standards of Professional Appraisal Practice and a separate market study shall be ordered by the Credit Underwriter, at the Applicant's expense, from an appraiser qualified for the geographic area and development type not later than completion of credit underwriting. The Credit Underwriter shall review the appraisal to properly evaluate the development property's financial feasibility. With the exception of Land Acquisition Program Funding, appraisals which have been ordered and submitted by a Regulated Mortgage Lender and which meet the above requirements and are acceptable to the Credit Underwriter may be used instead of the appraisal referenced above. The market study must be completed by a disinterested party who is approved by the Credit Underwriter. The Credit Underwriter shall consider the market study, the Development's financial impact

on Developments in the area previously funded by the Corporation, and other documentation when making its recommendation of whether to approve or disapprove a CDBG-DR loan. The Credit Underwriter shall also review the appraisal and other market documentation to determine if the market exists to support both the demographic and income restriction set-asides committed to within the Application. For the Credit Underwriter to make a favorable recommendation, the submarket of the proposed Development must have an average physical occupancy rate of 92 percent or greater.

- k. The minimum debt service coverage shall be 1.10x for the CDBG-DR loan, including all superior mortgages. However, if the Applicant defers at least 35 percent of its Developer fee for at least six (6) months following construction completion, the minimum debt service coverage shall be 1.00x for the CDBG-DR loan, including all superior mortgages. The maximum debt service coverage shall be 1.50x for the CDBG-DR loan, including all superior mortgages. In extenuating circumstances, such as when the Development has deep or short term subsidy, the debt service coverage may exceed 1.50x if the Credit Underwriter's favorable recommendation is supported by the projected cash flow analysis. Developments receiving first mortgage funding from the United States Department of Agriculture Rural Development (RD) are not required to meet the debt service coverage standards if RD is providing rental assistance and has acknowledged that rents will be set at an amount sufficient to pay all operating expenses, replacement reserve requirements and debt service on the first and second mortgages.
- l. The Corporation's assigned Credit Underwriter shall require a guaranteed maximum price construction contract, which may include change orders for changes in cost or changes in the scope of work, or both, if all parties agree, and shall order, at the Applicant's sole expense, and review a physical needs assessment for Substantial Rehabilitation units and review the Development's costs.
- m. In addition to operating expenses, the Credit Underwriter must include an estimate for replacement reserves and operating expense reserves deemed appropriate by the Credit Underwriter when calculating the final net operating income available to service the debt. A minimum amount of \$300 per unit per annum must be used for all Developments.  
  
The initial replacement reserve will have limitations on the ability to be drawn upon. New Construction shall not be allowed to draw during the first five (5) years or until the establishment of a minimum balance equal to the accumulation of five (5) years of replacement reserves per unit.
- n. The Credit Underwriter may request additional information during the underwriting process, such as the following:
  - (1) For credit enhancers, audited financial statements for their most recent fiscal year ended, if published; otherwise the previous year's audited statements will be provided until the current statements are published or credit underwriting is

complete. The audited statements may be waived if the credit enhancer is rated at least "A-" by Moody's, Standard and Poor's or Fitch.

- (2) For the Applicant, general partner(s), and guarantors, audited financial statements or financial statements compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications. If financial statements that are either audited, compiled or reviewed by a licensed Certified Public Accountant are not available, unaudited financial statements prepared within the last 90 days and reviewed by the Credit Underwriter in accordance with Part IIIA, Sections 401 through 408 and 410, of Fannie Mae's Multifamily Selling and Servicing Guide, in effect as of June 10, 2015, which is available on the RFA Website, and the two most recent years' tax returns. If any of the applicable entities are newly formed (less than 18 months in existence as of the date that credit underwriting information is requested), a copy of any and all tax returns with related supporting notes and schedules. The financial statements and information provided for review should be in satisfactory form and shall be reviewed in accordance with the terms and conditions required in this RFA. 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."
  - (3) For the General Contractor, audited financial statements or financial statements compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications. The audited or compiled statements may be waived if a payment and performance bond equal to 100 percent of the total construction cost whose terms do not adversely affect the Corporation's interest, and is issued in the name of the General Contractor by a company rated at least "A-" by AMBest & Co.
- o. The general partner(s) (individual and entity) or manager(s)/managing member(s) (individual and entity), as applicable, of the Applicant shall provide a guarantee for completion of construction. In addition, one or more entities or individuals (other than a general partner or manger/managing member) having an ownership interest, either directly or indirectly, in the Applicant or in the general partner or managing member of the Applicant shall be required to provide guarantees or personal guarantees, as applicable, for completion of construction as recommended by the Credit Underwriter or as otherwise required by the Corporation. The Credit Underwriter shall consider the following when determining the need for construction completion guarantees:
- (1) Liquidity of the guarantor(s).
  - (2) Applicant's, Developer and General Contractor's history in successfully completing Developments of similar nature.



- (3) The past performance of the Applicant, Developer, General Contractor or any other guarantee provider in developing or constructing Development financed by the Corporation or its predecessor.
  - (4) Percentage of Corporation's funds utilized compared to Total Development Cost.
- p. For all Developments, the Developer fee and General Contractor's fee shall be limited to the following:
- (1) The Developer fee limit shall be 16 percent of Development Cost, excluding land and operating deficit reserves.
  - (2) The General Contractor's fee shall be limited to a maximum of 14 percent of the actual construction cost.
- q. The General Contractor must meet the following conditions:
- (1) Employ a Development superintendent and charge the costs of such employment to the general requirements line item of the General Contractor's budget;
  - (2) Charge the costs of the Development construction trailer, if needed, and other overhead to the general requirements line item of the General Contractor's budget;
  - (3) Secure building permits, issued in the name of the General Contractor;
  - (4) Secure a payment and performance bond whose terms do not adversely affect the Corporation's interest (or approved alternate security for General Contractor's performance, such as a letter of credit), issued in the name of the General Contractor, from a company rated at least "A-" by AMBest & Co.;
  - (5) Ensure that none of the General Contractor duties to manage and control the construction of the Development are subcontracted;
  - (6) Ensure that not more than 20 percent of the construction cost is subcontracted to any one entity, with the exception of a subcontractor contracted to deliver the building shell of a building of at least five (5) stories which may not have more than 31 percent of the construction cost in a subcontract, unless otherwise approved by the Board for a specific Development. With regard to said approval, the Board shall consider the facts and circumstances of each Applicant's request, inclusive of construction costs and the General Contractor's fees; and
  - (7) Ensure that no construction cost is subcontracted to any entity that has common ownership or is affiliated with the General Contractor unless otherwise approved by the Board for a specific Development. With regard to said approval, the Board shall consider the facts and circumstances of each

Applicant's request, inclusive of construction costs and ownership interests in the Development.

- r. The Credit Underwriter shall require an operating deficit guarantee, to be released upon achievement of a 1.15x debt service coverage for the combined permanent first mortgage and CDBG-DR loan, as determined by the Corporation or its agent, and 90 percent occupancy, and 90 percent of the gross potential rental income, net of utility allowances, if applicable, for a period equal to 12 consecutive months, all as certified by an independent Certified Public Accountant. The calculation of the debt service coverage ratio shall be made by the Corporation or its agent. Notwithstanding the above, the operating deficit guarantee shall not terminate earlier than three (3) years following the final certificate of occupancy. An operating deficit guarantee, to be released upon achievement of 1.00 debt service coverage for a minimum of six (6) consecutive months for the combined permanent first mortgage and CDBG-DR loan will be required for Developments receiving first mortgage funding from the United States Department of Agriculture Rural Development (RD) if RD is providing rental assistance and has acknowledged that rents will be set at an amount sufficient to pay all operating expenses, replacement reserve requirements and debt service on the CDBG-DR loan and all superior mortgages.
- s. Contingency reserves which total no more than 5 percent of total actual construction costs (hard costs) and total general development costs (soft costs) for Developments where 50 percent or more of the units are new construction may be included within the Total Development Cost for Application and underwriting purposes. Contingency reserves shall not be paid from CDBG-DR funds.
- t. The Credit Underwriter will review and determine if the number of loans and construction commitments of the Applicant and its Principals will impede its ability to proceed with the successful development of each proposed Corporation-funded Development.
- u. Applicants must complete the credit underwriting process within 12 months of the Applicant's acceptance to enter credit underwriting. Unless an extension is approved by the Corporation in writing, failure to complete the credit underwriting process by the specified deadline shall result in withdrawal of the preliminary commitment. Applicants may request one (1) extension of up to six (6) months to secure a firm loan commitment. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting the extension and shall detail the time frame to achieve a firm loan commitment. In determining whether to grant an extension, the Corporation shall consider the facts and circumstances of the Applicant's request, inclusive of the responsiveness of the Development team and its ability to deliver the Development timely. The Corporation shall charge a non-refundable extension fee of one (1) percent of the loan amount if the request to extend the credit underwriting and firm loan commitment process beyond the initial 12 month deadline is approved. If, by the end of the extension period, the Applicant has not received a firm loan commitment, then the preliminary commitment shall be withdrawn.

- v. If the Credit Underwriter requires additional clarifying materials in the course of the underwriting process, the Credit Underwriter shall request same from the Applicant and shall specify deadlines for the submission of same. Failure to submit required information by the specified deadline, unless a written extension of time has been approved by the Corporation, shall result in withdrawal of the preliminary commitment or the invitation to enter credit underwriting, or both, as applicable. In determining whether to grant an extension, the Corporation shall consider the facts and circumstances of the Applicant's request, inclusive of the responsiveness of the Development team and its ability to deliver the Department timely. If the Corporation's decision is to deny the Applicant's request for an extension, then prior to the withdrawal of the preliminary commitment or the invitation to enter credit underwriting, or both, as applicable, the Board shall consider the facts and circumstances of the Applicant's request, the Corporation's denial, and any credit underwriting report, if available, and make a determination of whether to grant the requested extension.
- w. The Credit Underwriter shall complete its analysis and submit a written draft report and recommendation to the Corporation. Upon receipt, the Corporation shall provide to the Applicant the section of the written draft report consisting of supporting information and schedules. The Applicant shall review and provide written comments to the Corporation and Credit Underwriter within 48 hours of receipt. After the 48 hour period, the Corporation shall provide to the Credit Underwriter comments on the draft report and, as applicable, on the Applicant's comments. Then, the Credit Underwriter shall review and incorporate, if deemed appropriate, the Corporation's and Applicant's comments and release the revised report to the Corporation and the Applicant. Any additional comments from the Applicant shall be received by the Corporation and the Credit Underwriter within 72 hours of receipt of the revised report. Then, the Credit Underwriter will provide a final report, which will address comments made by the Applicant, to the Corporation.
- x. The Credit Underwriter's loan recommendations will be sent to the Board for approval. The Corporation shall issue a firm loan commitment within seven (7) Calendar Days after approval of the Credit Underwriter's recommendation for funding by the Board.
- y. This loan and other mortgage loans related to the Development must close within 120 Calendar Days of the date of the firm loan commitment. A request for an extension of the firm loan commitment(s) may be considered by the Board for an extension term of up to 90 Calendar Days. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting an extension and shall detail the time frame to close the loan. The Board shall consider the facts and circumstances of each Applicant's request, inclusive of the Applicant's ability to close within the extension term, and any credit underwriting report, if available, prior to determining whether to grant the requested extension. The Corporation shall charge an extension fee of one (1) percent of the loan amount if the Board approves the request to extend the commitment beyond the period outlined in this RFA.
- z. Prior to any loan closing:

- (1) The Applicant must provide evidence of all necessary consents or required signatures from first mortgagees or subordinate mortgagees to the Corporation and its counsel, and
- (2) The Credit Underwriter must have received all items necessary to release its letter confirming that all closing contingencies have been met, including the finalized sources and uses of funds and Draw schedule.

5. Terms and Conditions of CDBG-DR Loan:

- a. If Land Acquisition Program Funding is awarded to an entity separate from the successful Applicant Entity in a proposed Development, the Local Government, PHA, Land/Trust Authority will enter into a separate CDBG-DR loan with the terms and conditions outlined below. The closing of the loans will be contemporaneous.
- b. The proceeds of the CDBG-DR loan shall be used for Developments which provide affordable, safe and sanitary multifamily rental housing units.
- c. The CDBG-DR loan may be in a first, second, or other subordinated lien position. For purposes of this RFA, mortgages securing a letter of credit as credit enhancement for the bonds financing the first mortgage shall be considered a contingent liability and part of the first mortgage lien, provided that the Applicant's counsel furnishes an opinion regarding the contingent nature of such mortgage satisfactory to the Corporation and its counsel.
- d. The CDBG-DR loan shall be non-amortizing and shall have an interest rate of zero percent per annum. The loan will not require payment for as long as the proposed Development remains in Compliance. The loan will be forgiven after 20 years.
- e. The amount of any superior mortgages combined with the CDBG-DR mortgage shall be less than the appraised value of the Development. Any debt service reserve requirement associated with a superior mortgage shall be excluded from the amount of the superior mortgage for purposes of this calculation.

By the date that is 151 Calendar Days after the Applicant's fiscal year end of each year of the CDBG-DR loan term, the Applicant shall provide the Corporation's servicer with audited financial statements and the fully completed and executed annual reporting form, Financial Reporting Form SR-1. However, this certification requirement will be waived until 151 Calendar Days after the Applicant's fiscal year end following the fiscal year within which the first unit is occupied. The SR-1 form, Rev. 05-14, which is available on the Corporation's Website <http://www.floridahousing.org/PropertyOwnersAndManagers/Forms> (also accessible by clicking [here](#)), shall be submitted to the Corporation's servicer in both PDF format and in electronic form as a Microsoft Excel spreadsheet. The audited financial statements are to be prepared in accordance with accounting principles generally accepted in the United States of America and audited in accordance with auditing standards generally accepted in the United States of America for the 12 month fiscal year period just ended and shall include:

- (1) Comparative Balance Sheet with prior year and current year balances;
- (2) Statement of revenue and expenses;
- (3) Statement of changes in fund balances or equity;
- (4) Statement of cash flows; and
- (5) Notes to financial statements.

The financial statements referenced above should also be accompanied by a certification of the Applicant as to the accuracy of such financial statements. A late fee of \$500 will be assessed by the Corporation for failure to submit the required audited financial statements and certification by 151 Calendar Days after the Applicant's fiscal year end of each year of the CDBG-DR loan term. Failure to submit the required audited financial statements and certification by 151 Calendar Days after the Applicant's fiscal year end of each year of the CDBG-DR loan term shall constitute an event of default on the CDBG-DR loan. The Applicant shall furnish to the Corporation or its servicer, unaudited statements, certified by the Applicant's principal financial or accounting officer, covering such financial matters as the Corporation or its servicer may reasonably request, including without limitation, monthly statements with respect to the Development.

- f. After acceleration, the Note shall bear interest at the default interest rate from the due date until paid.
- g. The final billing for the purpose of payoff of the CDBG-DR loan shall also include a billing for compliance fees to cover monitoring of CDBG-DR Program requirements beyond the maturity date of the Note. Such fees shall be computed by determining the present value of the annual compliance monitoring fee for the number of years for which the Development will have a set-aside for Very Low-Income persons or households beyond the repayment date. The present value discount rate shall be 2 percent per annum. Such amount shall be reduced by the amount of any compliance monitoring fees for other programs collected by the Corporation for the Development for that period, provided:
  - (1) The compliance monitoring fee covers some or all of the period following the anticipated CDBG-DR loan repayment date; and
  - (2) The Development has substantially equivalent set-asides for Very Low-Income persons or households mandated through another Corporation program for which the compliance monitoring fee was collected.
- h. The CDBG-DR loans shall be serviced either directly by the Corporation or by the servicer on behalf of the Corporation.
- i. The Corporation shall monitor compliance of all terms and conditions of the CDBG-DR 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 CDBG-DR loan shall constitute a default during the term of the CDBG-DR loan. The Corporation shall take appropriate legal action to effect compliance if a violation of any material term or condition relative to the set-asides of units for Very Low-Income persons or households is discovered during the course of compliance monitoring or by any other means.

- j. 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, but which shall, in any case, include fire, hazard and other insurance 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/PropertyOwnersAndManagers/InsuranceGuide/> (also accessible by clicking [here](#)).
- k. The CDBG-DR loan term shall be for a period of not more than 20 years. The term of the loan may exceed 20 years if the lien of the Corporation's encumbrance is subordinate to the lien of another mortgagee, in which case the term may be made coterminous with the longest term of the superior loan.
- l. After accepting a preliminary commitment, the Applicant shall not refinance, increase the principal amount, or alter any terms or conditions of any mortgage superior or inferior to the CDBG-DR mortgage without prior approval of the Corporation's Board of Directors. However, an Applicant may reduce the interest rate on any superior or inferior mortgage loan without the Board's permission, provided that no other terms of the loan are changed. The Corporation must be notified in writing of any such change.

Following construction completion, the Board shall deny requests to increase the amount of any superior mortgage, unless the criteria outlined below are met, the original combined loan to value ratio for the superior mortgage and the CDBG-DR mortgage is maintained or improved, and a proportionate amount of the increase in the superior mortgage is used to reduce the outstanding CDBG-DR loan balance. To calculate the proportionate amount of the increase in the superior mortgage which must be paid toward the reduction of the CDBG-DR loan balance, the following calculation shall be used: divide the amount of the original CDBG-DR mortgage by the combined amount of the original CDBG-DR mortgage and the original superior mortgage; then multiply the quotient by the amount of the increase in the superior mortgage from the current balance. For example, if the amount of the original CDBG-DR mortgage is \$2,000,000, the original superior mortgage is \$4,400,000, with a current balance of \$3,000,000, a proposed new superior mortgage of \$5,000,000, then the amount of the increase in the superior mortgage would be \$2,000,000, and the proportionate amount of the increase in the superior mortgage which must be paid toward the reduction of the CDBG-DR loan balance would be \$625,000. This \$625,000 would be applied first to accrued interest and then to principal.

- m. All CDBG-DR loans shall be in conformance with applicable federal and state statutes, including the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended)

including the Affirmative Fair Marketing Plan, Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, Section 504 of the Rehabilitation Act of 1973, as implemented by 24 CFR Part 8 (“Section 504 and its related regulations”), and The Violence Against Women Reauthorization Act of 2013. These provisions are available on the RFA Website. To the extent that a CDBG-DR Development is not otherwise subject to Section 504 and its related regulations, the CDBG-DR Development shall nevertheless comply with Section 504 and its related regulations as requirements of the CDBG-DR Program to the same extent as if the CDBG-DR Development were subject to Section 504 and its related regulations in all respects. To that end, for purposes of the CDBG-DR Program, CDBG-DR funding shall be deemed “Federal financial assistance” within the meaning of that term as used in Section 504 and its related regulations for all CDBG-DR Developments.

- n. Rent controls are determined in a manner consistent with Section 42(g)(2) of the IRC. The gross monthly rent shall not exceed 30 percent of the imputed income limitation applicable to such unit as committed to by the Applicant in this RFA.
- o. The documents creating, evidencing or securing each CDBG-DR loan must provide that any violation of the terms and conditions described in this RFA constitutes a default under the CDBG-DR loan documents allowing the Corporation to accelerate its loan and to seek foreclosure as well as any other remedies legally available to it.
- p. A failure to pay any principal or interest due under the terms of this section shall constitute a default on the CDBG-DR loan.
- q. Failure to provide the Corporation and its servicer with the Form SR-1 shall constitute a default on the CDBG-DR loan.
- r. The Compliance Period for a CDBG-DR Development shall be, at a minimum, the HUD affordability period requires units to be set aside for 20 years. Priority I or II Applications must remain affordable into Perpetuity. The Corporation is adding 30 years of an extended affordability period to the HUD affordability period for Priority III Applications, for a total affordability period of 50 years for Priority III Application. The set-aside requirements apply to the total number of residential units in the Development beginning on the later of the first day on which any residential unit in the Development is occupied or the CDBG-DR loan closing date. For a period of 12 months beginning on the CDBG-DR loan closing date (the “transition period”), the failure to satisfy the set-aside requirements shall not cause noncompliance.
- s. Unless and until a guarantor’s obligations for a CDBG-DR loan are terminated as approved in writing by the Corporation or its servicer, each guarantor shall furnish to the Corporation or its servicer financial statements as provided in paragraphs (1) through (3) below as the Corporation or its servicer may reasonably request.
  - (1) The audited financial statements are to be prepared in accordance with accounting principles generally accepted in the United States of America and audited in accordance with auditing standards generally accepted in the United

States of America for the 12 month fiscal year period just ended and shall include:

- (a) Comparative Balance Sheet with prior year and current year balances;
- (b) Statement of revenue and expenses;
- (c) Statement of changes in fund balances or equity;
- (d) Statement of cash flows; and
- (e) Notes to financial statements.

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

- (2) If an audited financial statement has not been prepared, a federal income tax return filed for the most recently completed year; or
- (3) For individual guarantors, if an audited financial statement is not available a financial statement certified as true and complete without qualification by such guarantor and a copy of the most recently filed individual federal income tax return.

6. Sale, Transfer or Refinancing of a CDBG-DR Development:

- a. 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.
- b. The CDBG-DR 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 set-asides and other requirements of the CDBG-DR 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 the most current competitive solicitation.

- c. If the CDBG-DR loan is not assumed since the buyer does not meet the criteria for assumption of the CDBG-DR loan, the CDBG-DR loan (principal and any outstanding interest) shall be repaid from the proceeds of the sale in the following order of priority:
- (1) First mortgage debt service, first mortgage fees;
  - (2) CDBG-DR compliance and loan servicing fees;
  - (3) An amount equal to the present value of the compliance monitoring fee for the periods for which the Development will have a set-aside for Very Low-Income persons or households beyond the repayment date. The present value discount rate shall be 2 percent per annum. Such amount shall be reduced by the amount of any compliance monitoring fees collected by the Corporation for the Development for that period, provided:
    - (a) The compliance monitoring fee covers some or all of the period following the anticipated CDBG-DR repayment date; and
    - (b) The Development has substantially equivalent set-asides for Very Low-Income persons or households mandated through another program of the Corporation for which the compliance monitoring fee was collected.
  - (4) Unforgiven principal balance of the CDBG-DR loan;
  - (5) Expenses of the sale;
  - (6) If there will be insufficient funds available from the proposed sale of the Development to satisfy paragraphs c.(1) – (6) above, the CDBG-DR loan shall not be satisfied until the Corporation has received:
    - (a) An appraisal prepared by an appraiser selected by the Corporation or the Credit Underwriter indicating that the purchase price for the Development is reasonable and consistent with existing market conditions;
    - (b) A certification from the Applicant that the purchase price reported is the actual price paid for the Development, as supported by a copy of the final executed purchase and sale agreement, and that no other consideration passed between the parties, as supported by a draft and final closing statement, and that the Development Cash Flow reported to the Corporation during the term of the CDBG-DR loan was true and accurate;
    - (c) A certification from the Applicant that there are no Development funds available to repay the CDBG-DR loan, including any interest due, and the

Applicant knows of no source from which funds could or would be forthcoming to pay the CDBG-DR loan; and

- (d) A certification from the Applicant detailing the information needed to determine the final billing for CDBG-DR loan interest. Such certification shall require submission of financial statements and other documents that may be required by the Corporation and its servicer.
- d. The Corporation may renegotiate and extend the loan in order to extend or retain the availability of housing for the target population. Such renegotiations shall be based upon:
- (1) Performance of the Applicant during the CDBG-DR loan term;
  - (2) Availability of similar housing stock for the target population in the area;
  - (3) Documentation and certification by the Applicant that funds are not available to repay the Note upon maturity;
  - (4) A plan for the repayment of the loan at the new maturity date;
  - (5) Assurance that the security interest of the Corporation will not be jeopardized by the new term(s); and
  - (6) Industry standard terms which may include amortizing loans requiring regularly scheduled payments of principal and interest.
- All loan renegotiation requests, including requests for extension, must be submitted in writing to the Director of Special Assets and contain the specific details of the renegotiation. In addition to any related professional fees, the Corporation shall charge a non-refundable renegotiation fee as outlined in this RFA.
- e. The Corporation will recommend that the Board approve requests for mortgage loan refinancing only if Development Cash Flow is improved, the Development's economic viability is maintained, the security interest of the Corporation is not adversely affected, and the Credit Underwriter provides a positive recommendation.
  - f. The Corporation will recommend that the Board deny requests for mortgage loan refinancing which require extension of the CDBG-DR loan term or otherwise adversely affect the security interest of the Corporation, unless the criteria outlined in Item e. above, are met, the Credit Underwriter recommends that the approval of such a request is crucial to the economic survival of the Development, or unless the Board determines that public policy will be better served by the extension as a result of the Applicant agreeing to further extend the Compliance Period or provide additional amenities or resident programs suitable for the resident population. Further, the Board shall limit any approved extension to a minimum term which makes the Development feasible and which does not exceed an industry standard term.

The Corporation will recommend that the Board deny requests to increase the amount of any superior mortgage, unless the criteria outlined in Item e. above are met, the original combined loan to value ratio for the superior mortgage and the CDBG-DR mortgage is maintained or improved, and a proportionate amount of the increase in the superior mortgage is used to reduce the outstanding CDBG-DR loan balance.

7. CDBG-DR Construction Disbursements and Permanent Loan Servicing:
- a. CDBG-DR loan proceeds shall be disbursed during the construction phase in an amount per Draw which does not exceed the ratio of the CDBG-DR loan to the Total Development Cost, unless approved by the Corporation and the Credit Underwriter.
  - b. Ten (10) business days prior to each Draw, the Applicant shall supply the Corporation's servicer, as agent for the Corporation, with a written request executed by the Applicant for a Draw. The request shall set forth the amount to be paid and shall be accompanied by documentation specified by the Corporation's servicer including claims for labor and materials to date of the last inspection.
  - c. The Corporation and its servicer shall review the request for a Draw, and the servicer shall provide the Corporation with approval of the request or an alternative recommendation, after the title insurer provides an endorsement to the policy of title insurance updating the policy to the date of the current Draw and increasing the insurance coverage to an amount equal to the sum of all prior Draws and the current Draw.
  - d. The Corporation shall disburse construction Draws through Automated Clearing House (ACH). The Applicant may request disbursement of construction Draws via a wire transfer. The Applicant will be charged a fee of \$10 for each wire transfer requested. This charge will be netted against the Draw amount.
  - e. The Corporation shall elect to withhold any Draw or portion of any Draw, notwithstanding any documentation submitted by the Applicant in connection with the request for a Draw, if
    - (1) The Corporation or the Corporation's servicer determines at any time that the actual cost budget or progress of construction differs from that as shown on the loan documents; or
    - (2) The percentage of progress of construction of the improvements differs from that shown on the request for a Draw.
  - f. The servicer may request submission of revised construction budgets.
  - g. Based on the Applicant's progress of construction, if the Corporation determines that further analysis by the Credit Underwriter is required prior to the release of the final Draw, the Applicant shall pay to the Credit Underwriter a fee based on an hourly rate determined pursuant to the contract between the Corporation and the Credit Underwriter.



day on which any residential unit in the Development is occupied or the loan closing date. The Compliance Period will be extended until the later of such longer term agreed to by the Applicant in its Application or the loan is repaid.

- e. The Development will remain affordable, pursuant to commitments documented within the executed Land Use Restriction Agreement without regard to the term of the mortgage or to transfer of ownership.
- f. The Development must comply with all applicable provisions of the competitive solicitation process.
- g. A Development that is under construction may be eligible to apply for CDBG-DR funds only if Development is able to provide evidence of compliance with federal labor standards for any work already completed, and the Development is able to provide evidence of compliance with HUD environmental requirements as well as all other federal regulations. The federal requirements may require completion of activities prior to submission of an Application for funding.
- h. Any single contract for the development (rehabilitation or new construction) of affordable housing must contain a provision requiring that not less than the wages prevailing in the locality, as predetermined by the United States Secretary of Labor pursuant to the Davis-Bacon Act, 40 U.S.C. 3141, et seq and 29 CFR part 1, 3, 5, 6, and 7 will be paid to all laborers and mechanics employed for the construction or rehabilitation of the Development, and such contracts must also be subject to the overtime provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§3701 – 3706 and 3708 (2002), the Copeland Act (Anti-Kickback Act), 18 U.S.C. 874, and the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §201 et seq.).
- i. All Developments must conform to the following federal requirements:
  - (1) Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
  - (2) Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
  - (3) Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
  - (4) 24 C.F.R. § 570.490 – Recordkeeping Requirements;
  - (5) 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
  - (6) Age Discrimination Act of 1975;
  - (7) Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;

- (8) Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
- (9) Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
- (10) Executive Order 11063 – Equal Opportunity in Housing;
- (11) Executive Order 11246 – Equal Employment Opportunity;
- (12) Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.
- (13) Environmental Review as enumerated in 24 CFR Part 58 and National Environmental Policy Act of 1969.
- (14) Other than those requirements waived via Federal Register Notice, including in FR 6066-N-01 and 6109-N-01, the Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.
- (15) Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.
- (16) Provisions in 24 CFR 570.489(h).as enumerated in 24 CFR §92.356, 2 CFR §200.317 and 2 CFR §200.318) Debarment and Suspension as enumerated in 24 CFR Part 24.(h) Handicapped Accessibility as enumerated in Section 504 of the Rehabilitation Act of 1973 (implemented in 24 CFR Part 8) and 24 CFR §100.205.
- (17) Americans with Disabilities Act as enumerated in 42 U.S.C. §12131; and 47 U.S.C. §§155, 201, 218 and 225.
- (18) Economic Opportunity for Low- and Very Low-Income Persons as implemented in 24 CFR Part 135.
- (19) Minority/Women Employment as enumerated in 2 CFR §200.321 and Executive Orders 11625, 12432, and 12138.

## 9. Eligible Applicants

Unless otherwise permitted in a competitive solicitation process, an Applicant is not eligible to apply for funding if any of the following pertain to the proposed Development:

- a. The proposed Development has received an allocation of Housing Credits or a Competitive Housing Credit commitment, unless written notice has been provided to the

Corporation prior to the deadline to apply for the applicable funding withdrawing acceptance of such allocation or commitment and returning the previously awarded HC funding;

- b. A preliminary commitment of funding for the proposed Development through the HOME Program or the SAIL Program has already been accepted, unless written notice has been provided to the Corporation prior to the deadline to apply for the new funding withdrawing such acceptance and returning the prior HOME Program or SAIL Program funding.
- c. The proposed Development site or any part thereof is subject to any Land Use Restriction Agreement or Extended Use Agreement, or both, in conjunction with any Corporation affordable housing financing intended to foster the development or maintenance of affordable housing, unless at least one (1) of the following applies:

10. Eligible and Ineligible Development Costs.

- a. Funds may be used to pay for the following eligible costs:
  - (1) Development hard costs as they directly relate to the units only for:
    - (a) New construction, the costs necessary to meet all applicable local and state codes, ordinances, and zoning requirements. Projects must meet state or local residential and building codes, as applicable or, in the absence of a state or local building code, the International Residential Code or International Building Code (as applicable to the type of housing) of the International Code Council,
    - (b) Costs to demolish existing structures, improvements to the Development site and utility connections;
  - (2) The cost of acquiring improved or unimproved real property. A Development and loan that involves acquisition must include new construction in order to be an eligible Development.
  - (3) Soft costs as they relate to the units. The costs must be reasonable, as determined by the Corporation and the Credit Underwriter, and associated with the financing, development, or both. These costs may include:
    - (a) Architectural, engineering or related professional services required to prepare plans, drawings, specifications or work write-ups,
    - (b) Costs to process and settle the financing for a Development, such as credit reports, fees for evidence of title, recordation, building permits, attorney fees, cost certifications, and estimates,
    - (c) Developer's and General Contractor's fees as described in this RFA;
    - (d) Impact fees,

- (e) Costs of Development audits required by the Corporation,
  - (f) Affirmative marketing and fair housing costs,
  - (g) Temporary relocation costs as required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606 as applicable .
- b. Funds shall not be used to pay for the following ineligible costs:
- (1) Development reserve accounts for replacements, unanticipated increases in operating costs, or operating subsidies, except as described in 24 CFR §92.206(d)(5);
  - (2) Public housing;
  - (3) Administrative costs, or
  - (4) Any other expenses not allowed under 24 CFR Part 92.
- c. The accumulation of all Development financing, including the CDBG-DR loan and all existing debt within a Development, may not exceed the Total Development Cost, as determined and certified by the Credit Underwriter.
- d. Before disbursing any funds, there must be a written agreement with the Applicant ensuring compliance with the requirements of the Program pursuant to this RFA.
- e. A representative of the Applicant and the managing company of the Development must attend a Corporation-sponsored training session on income certification and compliance procedures.
- f. The General Contractor and all available subcontractors shall attend a Corporation-sponsored preconstruction conference regarding federal labor standards provisions.
- g. 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, but which shall, in any case, include fire, hazard and other insurance as required by the terms and conditions outlined in a competitive solicitation.
- h. All loans must provide that any violation of the terms and conditions described in this RFA loan documents allowing the Corporation to accelerate its loan and seek foreclosure as well as any other remedies legally available to it.
- i. If a default on a loan occurs, the Corporation will commence legal action to protect the interest of the Corporation. The Corporation shall acquire real and personal property or any interest in the Development if that acquisition is necessary to protect any loan; sell, transfer, and convey any such property to a buyer without regard to the provisions of chapters 253 and 270, F.S.; and, if that sale, transfer, or conveyance cannot be consummated within a reasonable time, lease the Development for occupancy by Eligible Persons.



- j. The Corporation or its servicer shall monitor the compliance of each Development with all terms and conditions of the loan and shall require that such terms and conditions be recorded in the public records of the county where the Development is located. Violation of any term or condition shall constitute a default during the term of the loan.
- k. The Applicant shall not refinance, increase the principal amount, or alter any terms or conditions of any mortgage superior or inferior to the mortgage without prior approval of the Corporation's Board of Directors. However, an Applicant may reduce the interest rate on any superior or inferior mortgage loan without the Board's permission, provided that no other terms of the loan are changed. The Corporation must be notified of any such change.

**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 this RFA. The Applicant and all Financial Beneficiaries have read, understand and will comply with Section 42 of the Internal Revenue Code, as amended, and all related federal regulations.
2. If Development Funding is returned or de-obligated, or the Applicant cannot successfully complete credit underwriting, any Land Acquisition Program Funding associated with the Development will also be returned.
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, 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), 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.
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 and Section 42 of the IRC;
14. The Applicant certifies that as of Application Deadline it has site control as described in Section Four A.7.a. of the RFA.
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.

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Signature of Authorized Principal Representative

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Name (typed or printed)

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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).