

**REQUEST FOR APPLICATIONS 2020-211**

**RFA 2020-211 Housing Credit Financing for Proposed Developments Located in Small Counties that have  
an Active Award of 9% Housing Credits**

**Issued By:**

**FLORIDA HOUSING FINANCE CORPORATION**

**Issue Date:**

**Due Date:**

## SECTION ONE INTRODUCTION

This Request for Applications is open to Applicants that have an Active Award of 9 percent Housing Credits, in which construction has stalled for more than three years since the acceptance to invitation to enter credit underwriting due to third-party litigation and/or environmental concerns which have been exacerbated by increased construction costs, making the proposed Development non-viable with current funding awards and a significant amount of deferred Developer Fee. To be eligible for funding, as of the Application Deadline the proposed Development (a) must be located in a small county; (b) must have an Active Award that was funded in one of the following RFAs: 2014-114, 2015-106, or 2016-110; (c) must not have closed on their Limited Partnership Agreement; (d) must not have begun vertical construction of the residential buildings; and (e) must have a Development Category of new construction.

Florida Housing Finance Corporation (the Corporation) expects to have up to an estimated \$750,000 in 9% Housing Credits available in this RFA.

The Corporation is soliciting applications from qualified Applicants that commit to provide housing in accordance with the terms and conditions of this RFA, inclusive of Exhibits A, B, C, and D, applicable laws, rules and regulations, and the Corporation's generally applicable construction and financial standards. In addition, unless otherwise set forth in this RFA, Applicants will be held to all terms and conditions of the RFA under which the Active Award was made (or as approved by the Corporation or Board prior to the Application Deadline for this RFA).

## SECTION TWO DEFINITIONS

Unless otherwise defined in Exhibit B to this RFA, capitalized terms within this RFA shall have the meaning set forth in Rule Chapter 67-48 (effective June 23, 2020), and 67-60 (effective July 8, 2018), F.A.C., or in applicable federal regulations.

## SECTION THREE PROCEDURES AND PROVISIONS

A. Submission Requirements.

A. Submission Requirements

1. Application Deadline

The Application Deadline is **3:00 p.m., Eastern Time, on October 5, 2020.**

2. Completing the Application Package

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

(1) The Application (Exhibit A of the RFA); and

- (2) The Development Cost Pro Forma; and

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

3. Uploading the Application Package

The Application Package consists of Exhibit A, and the Development Cost Pro Forma. To upload the Application Package:

- a. Go to the RFA Webpage.
- b. Click the link to login and upload the Application Package. Note: A username and password must be entered. If the Applicant has not previously created a username and password, the Applicant will need to create one prior to the upload process.
- c. After successfully logging in, click "Upload Application Package." Enter the Development Name and click "Browse" to locate the following completed documents saved on the Applicant's computer:
  - (1) The Application (Exhibit A) in Word format; and
  - (2) The Development Cost Pro Forma in Excel format;
- d. After the two documents are displayed in the Upload webpage, click "Upload Selected Files" to electronically submit the documents to the Corporation by the Application Deadline. Then the Uploaded Application (consisting of two 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, provide to the Corporation the required non-refundable \$500 Application fee, payable to Florida Housing Finance Corporation (check or money order). Applicants may also submit the Application fee to the Corporation via ACH or wire transfer using the instructions below. To ensure that the Application fee is processed for the correct online Application, Applicants must include the Development Name and RFA number on the check or money order or identify through the ACH or wire transfer.

**ACH Instructions:**

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

**ABA #:** 121000248  
**ACCOUNT NAME:** FHFC  
**ACCOUNT #:** 4967822909

**Wire Transfer Instructions:**

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

**ABA #:** 121000248  
**ACCOUNT NAME:** FHFC  
**ACCOUNT #:** 4967822909

**Check or Money Order Instructions:**

**Payable to:** Florida Housing Finance Corporation

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

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

After 3:00 p.m., Eastern Time, on the Application Deadline, each Application for which 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.

If a hard copy of the Application Package is submitted to the Corporation, 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 Programs via e-mail at [RFA\\_2020-211\\_Questions@floridahousing.org](mailto:RFA_2020-211_Questions@floridahousing.org) (also available by clicking [here](#)) with “Questions Regarding RFA 2020-211” as the subject of the email. All inquiries are due by 5:00 p.m., Eastern Time, on September 25, 2020. 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 September 28, 2020, and will post a copy of all inquiries received, and their answers, on the Corporation’s Website <http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2020/2020-211> (also available by clicking [here](#)). The Corporation will also send a copy of those inquiries and answers in writing to any interested party that requests a copy. The Corporation will determine the method of sending its answers, which may include regular United States mail, overnight delivery, fax, e-mail, or any combination of the above. No other means of communications, 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, 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 on 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.** All Developments will be subject to the requirements of the RFA, the Application requirements outlined in Rule Chapter 67-60, F.A.C., the credit underwriting and program requirements outlined in Rule Chapters 67-21 or 67-48, F.A.C., as applicable, and the Compliance requirements of Rule Chapter 67-53, F.A.C. In addition, all Developments will be subject to the requirements set out in the RFA under which the Active Award was made.
  4. **Modifications.** Any modifications that occur to the Request for application will be posted on the website and may result in an extension of the deadline. It is the responsibility of the Applicant to check the website for any modifications prior to the Application Deadline.
- G. The Corporation expects to select one (1) or more Applications to award the funding contemplated by this RFA. Any such Applications will be selected through the Corporation's review of each Application, considering the factors identified in this RFA.

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

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

In the case of a discrepancy between the Original Application and this Application, the Corporation will use the information stated in the Original Application for scoring purposes.

Unless otherwise stated in this RFA, the Applicant must agree to abide by all requirements to which it committed in the Original Application (or as approved by the Corporation or Board prior to the Application Deadline for this RFA) in which the Active Award was made.

##### **1. Applicant Certification and Acknowledgement**

The Applicant must sign the Applicant Certification and Acknowledgement included in Exhibit A to indicate the Applicant's certification and acknowledgement of the provisions and requirements of the RFA. Note: If the Applicant provides any version of the Applicant Certification and Acknowledgement form other than the version included in this RFA, the form will not be considered.

##### **2. Qualifying General Development Information**

- a. The proposed Development must meet the following eligibility requirements:

- Located in a small county;
  - Has an Active Award that was funded in one of the following RFAs: 2014-114, 2015-106, or 2016-110;
  - As of Application Deadline, the limited partnership agreement or limited liability company agreement has not closed;
  - As of Application Deadline, vertical construction of the residential buildings has not begun; and
  - The Development Category is new construction.
- b. The Applicant must provide the name of the Development that has the qualifying Active Award.
- c. The Applicant must provide the Request for Applications (“RFA”) number through which the Active Award was made.
- d. The Applicant must provide the Corporation-issued Application number for the Active Award.
- e. The Applicant must state the total number of new construction units, which may not be less than the total number of units committed to in the Original Application.
- f. 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; and (d) if funded, will be the recipient of all future documentation that requires a signature.
  - (2) A separate Operational Contact Person may be included, if desired. If provided, the Operational Contact Person will be the recipient of any general correspondence associated with the Development activities that does not require a signature. If an Operational Contact Person is not provided, the Authorized Principal Representative will be the recipient of any such documentation.
- g. By submitting this Application, the Applicant is confirming that the assigned credit underwriter has been contacted and a new Market Study has been requested.

### 3. Funding

- a. If awarded funding in this RFA, the Applicant will return the Active Award of 9% Housing Credits to the Corporation. The Corporation shall then combine the Eligible Additional HC Request Amount in this RFA with the returned Active Award for a new single award of 9% HC Allocation, all of which are subject to Rule Chapter 67-48, F.A.C, effective June 23, 2020.
- b. Any Applicant that has an existing award of Viability Loan Funding awarded under RFAs 2017-109 or 2018-109 must return all or a portion of said gap funding to the Corporation, to the

extent possible, in exchange for funding under this RFA, with the intent of replacing all or a portion of the Viability Loan Funding with Housing Credit equity proceeds.

- c. The Applicant must provide the amount of the Active Award.
- d. The Applicant must provide the amount of additional HC funding it is requesting.

The maximum amount the Applicant is eligible to request (in additional Housing Credits) is the lesser of (1) or (2), as described below. 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 and such adjusted amount will be deemed the Applicant's Eligible Additional HC Request Amount. The Total HC Request Amount (the Additional HC Request Amount plus the returned Active Award amount) will also be reviewed during the credit underwriting process and when the final cost certification is finalized, which may result in a reduction of the Total HC Request Amount, after the reduction of any Viability Loan to the greatest extent possible. At no time will the Total HC Request Amount be increased.

- (1) Per Unit/Development Limitations for the Eligible Additional HC Request Amount:

Developments are limited to the lesser of \$8,200 per set-aside unit or \$375,000 per Development.

- (2) The amount of additional HC funding needed to make the Development viable, sized by determining an amount to balance the Total Development Costs as provided in this Application against the Total Permanent Funding Sources, to the extent possible. The Total Permanent Funding Sources shall be determined by adding together the amounts provided in (a) and (b) below:

- (a) Permanent Funding Sources:

The Total Permanent Funding Sources that will be used in this Application for this calculation will be the greater of any permanent funding (Corporation and non-Corporation) disclosed in the Original Application and a Viability Loan Application, if applicable, (exclusive of HC equity and deferred Developer fee) and that which is disclosed on the Development Cost Pro Forma provided with this RFA.

However, in the case of the permanent funding disclosed in the Original Application and a Viability Loan Application, if applicable, the amount of the first mortgage will be discounted by 5% prior to making the comparison.

- (b) Deferred Developer Fee:

The deferred Developer Fee that will be used in this Application for this calculation shall be based on the greater of any existing minimum deferred fee requirements placed on an Applicant from a Viability Loan award, or the amounts listed below (which is based on the amount of Additional HC Allocation Request amount).



Minimum Additional HC Allocation Request Amount	Maximum Additional HC Allocation Request Amount	Minimum Deferred Developer Fee %
\$1	\$250,000	25%
\$250,001	\$275,000	30%
\$275,001	\$300,000	35%
\$300,001	\$325,000	40%
\$325,001	\$350,000	45%
\$350,001	\$375,000	50%

If the Applicant's Development Cost Pro Forma has surplus funding at time of Application submission, the scorer will first reduce the deferred Developer fee by the amount of the surplus funding to no less than the minimum required amount and then reduce the Applicant's Eligible Additional HC Request Amount, as needed. This adjustment will take place prior to the process of determining the maximum Eligible Additional HC Request Amount.

Note: If other additional funding sources\* are acquired prior to finalization of the cost certification, such other funding will be used to first reduce the deferred Developer Fee to no less than the minimum required percentage of the total Developer Fee, then to reduce any applicable Viability Loan, and then to reduce the Eligible Additional HC Request Amount. After the IRS form(s) 8609 are issued, through the end of the Compliance Period, any additional funding sources\* acquired will be used to pay down the deferred Developer Fee.

\*Additional funding sources does not include the Development's net cash flow from operations, after debt service, but it does include Housing Credit equity greater than the amount provided (or calculated) in this RFA as it relates to competitive Housing Credits.

This Eligible Additional HC Request Amount will be reviewed using the following methodology during scoring, credit underwriting and final cost certification sizing processes. The Additional HC Request Amount can only be reduced or remain the same and cannot be increased.

- Sizing limits based on 3.d.(1) (Per Unit Limit): 50 Units x \$8,200 PU = \$410,000.
- Sizing limits based on 3.d.(1) (Per Development Limit): \$375,000.

Based on the two limiting factors above, the maximum Additional HC Request Amount is \$375,000 ( $\$375,000 < \$410,000$ ).

- Sizing limits based on 3.d.(2)

The Total Development Cost must equal all permanent funding sources. The permanent funding sources will assume to include (for sizing purposes), at a minimum, the same amount of permanent sources provided in the Original Application and a Viability Loan Application, if applicable, exclusive of HC equity and deferred Developer Fee. The deferred Developer Fee must be at least the amount outlined in the chart at 3.d.(2)(b) above.

In the case where the Additional HC amount the Applicant is eligible to receive is less than the Applicant's actual Additional HC Request Amount and a funding shortfall exists, the Applicant must demonstrate that it can meet the requirement of an amount of total funding sources equal to the Total Development Costs in credit underwriting or the award will be rescinded.

e. Basis Boost

Indicate if the Development is located in a 2020 HUD-designated DDA or QCT.

f. The Applicant must provide the following as **outlined in Exhibit D (Timeline)**:

(1) A Letter of Intent from the Housing Credit Syndicator/Equity Provider

The letter of intent must meet the following criteria:

- Must be dated no earlier than six months prior to the Application Deadline;
- Be executed by the syndicator/equity provider;
- Include specific reference to the Applicant as the beneficiary of the equity proceeds;
- State the proposed amount of equity to be paid prior to construction of completion;
- State the total Housing Credit request amount (the Active Award plus the additional HC requested in this RFA);
- State the anticipated dollar amount of Housing Credit allocation to be purchased; and
- State the anticipated total amount of equity to be provided.

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

- (2) A letter from the Housing Credit Syndicator/equity provider (a) confirming that, as of Application Deadline, the Limited Partnership has not closed; and (b) acknowledging that the amount of the Developer Fee as outlined in the chart at 3.d.(2)(b) above

must be deferred. This can be in the HC equity proposal provided above or a separate letter.

g. Set-Aside Units

- (1) The Development will be held to the Set-Aside percentages as committed to in the Original Application.
- (2) Extremely Low Income (ELI) Area Median Income (AMI) levels:

**2020 ELI County Chart**

County	ELI %
Baker	33%
Bradford	40%
Calhoun	40%
Columbia	40%
DeSoto	40%
Dixie	40%
Franklin	40%
Gadsden	33%
Gilchrist	33%
Glades	40%
Gulf	40%
Hamilton	40%
Hardee	40%
Hendry	40%
Holmes	40%
Jackson	40%
Jefferson	33%

County	ELI %
Lafayette	40%
Levy	40%
Liberty	40%
Madison	40%
Monroe	25%
Nassau	30%
Okeechobee	40%
Putnam	40%
Suwannee	40%
Taylor	40%
Union	40%
Wakulla	33%
Walton	35%
Washington	40%

**4. Development Cost Pro Forma:**

- a. All Applicants must complete the Development Cost Pro Forma listing the anticipated sources of funding and the Total Development Costs (uses of funds). The sources must equal the uses. If not, the deferred Developer fee will be adjusted to the extent needed or available to balance the sources and uses of funds. If the Developer fee is 100 percent deferred and a shortfall still exists, the Applicant will be deemed ineligible. If the deferred Developer fee needs to be adjusted downward to balance the sources and uses, it will only be adjusted down the minimum of the amount outlined in 3.d.(2)(b) above. If the sources of funding remain in excess of uses after adjusting the deferred Developer fee, then the Applicant’s Request Amount will be adjusted down accordingly after the reduction (and to the extent it is eliminated) of any applicable Viability Loan.

The Development Cost Pro Forma must include all anticipated costs of the Development construction and, if applicable, acquisition, including the Developer fee and General

Contractor fee. Waived or reimbursed fees or charges are not considered costs to the Development and therefore should not be included in the Development Cost Pro Forma. Note: deferred Developer fees are not considered “waived fees”. The Developer fee and General Contractor fee provided in this Application will have the same limiting and minimum requirements as indicated in the Original Application under which the Active Award was made.

Costs associated with the Application for the Active Award may not be included. This includes the Application fee, the Market Study fee, and the PRL fee associated with the Original Application.

The only operating deficit reserve allowed in the application will be the amount listed in the Letter of Intent, but if one is not mentioned, then up to 2.0% of the Housing Credit equity. This amount will be further reviewed and sized in credit underwriting and at time of final cost certification. In the latter case, it will be limited to the lesser of the amount listed in the LPA (or equivalent document), 2.0% of the Housing Credit equity listed in the LPA, or the amount provided in the credit underwriting report.

b. 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) whereby its final disposition remains under this same restriction. The actual direction of the

disposition is at the Applicant's discretion so long as it is an option permitted by the Corporation. In no event, shall the payment of amounts to the Applicant or the Developer from any operating deficit reserve established for the Development cause the Developer Fee or General Contractor fee to exceed the applicable percentage limitations provided for in this RFA.

The Corporation will review the limited partnership agreement or limited liability company operating agreement language on reserves for compliance with the above requirement. If the limited partnership agreement or limited liability company operating agreement does not specifically state that the parties will comply with the Corporation's requirements stated above, the Corporation will require an amendment of the agreement and will not issue IRS form(s) 8609 until the amendment is executed and provided to the Corporation.

## **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:

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

<b>Eligibility Items</b>
Submission Requirements met*
Name of Development provided
RFA number through which the Active Award was made provided
Total number of New Construction units provided
Authorized Principal Representative provided
Corporation-issued Application number for the Active Award provided
Eligible Additional HC Request Amount provided
Original Housing Credit Allocation amount provided
Development Cost Pro Forma provided (listing uses) and Permanent Analysis (listing sources) – Sources must equal uses

In addition to the above threshold items, to be eligible for funding, the Applicant must have submitted an Original Application and have an Active Award as defined in Exhibit B to the RFA and must not have withdrawn such Original Application as of the Application Deadline for this RFA.

\* 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 Applicant Certification and Acknowledgement form included with Exhibit A must be signed by the Authorized Principal Representative, and (iii) the required Application fee must be submitted as of the Application Deadline.

B. Application Sorting Order:

All Applications will be sorted as follows:

1. First, by the Leveraging Classification as outlined in Exhibit C, with Applications with the lowest amount of total Corporation funding per set-aside unit listed above Applications with a higher total Corporation funding per set-aside unit.
2. Next, by the Application’s eligibility for the Florida Job Creation Funding Preference which is outlined in Item B of Exhibit C of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the Preference); and
3. Finally, by lottery number, with the lowest lottery number receiving preference.

C. Funding Selection

1. The Application(s) selected for funding will be the highest ranking eligible Application(s) that can be fully funded.
2. If funding remains and there are no eligible unfunded Applications remaining, no further Applications will be considered for funding and any remaining funding will be distributed as approved by the Board.

#### D. Returned Allocation

Funding that becomes available after the Board takes action on the Committee's recommendation(s), due to an Applicant withdrawing its Application, an Applicant's failure to pay the credit underwriting fee by the deadline outlined in this RFA,, the Applicant's inability to satisfy a requirement outlined in this RFA, as a result of sizing efforts during credit underwriting or final cost certification, or the Applicant's withdrawal or return of the Active Award, will be distributed as approved by the Board.

### **SECTION SIX AWARD PROCESS**

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

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

The Board may use the Applications, the Committee's scoring, any other information or recommendation provided by the Committee or staff, and any other information the Board deems relevant in its selection of Applicants to whom to award funding. Notwithstanding an award by the Board pursuant to this RFA, funding will be subject to a positive recommendation from the Credit Underwriter based on criteria outlined in the credit underwriting provisions in Rule Chapter 67-48, F.A.C. or Rule Chapter 67-21, F.A.C., as applicable, and the criteria outlined in 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.

**Exhibit A to RFA 2020-211 – Housing Credit Financing for Proposed Developments Located in Small Counties that submitted an Original Application and has an Active Award of 9% Housing Credits**

1. The Authorized Principal Representative must sign the Applicant Certification and Acknowledgement provided with this Application.
2. General Development Information
  - a. Name of Development:  
[Click here to enter text.](#)
  - b. Original RFA Number: [Choose an item.](#)
  - c. Original Application No. [Click here to enter text.](#)
  - d. Total number of New Construction Units: [Click here to enter text.](#)
  - e. Contact Person
    - (1) Authorized Principal Representative contact information (required)  
  
First Name: [Click here to enter text.](#)  
Middle Initial: [Click here to enter text.](#)  
Last Name: [Click here to enter text.](#)  
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: [Area Code 7 digit number extension](#)  
E-Mail Address: [Click here to enter text.](#)
    - (2) Operational Contact Person information (optional)  
  
First Name: [Click here to enter text.](#)  
Middle Initial: [Click here to enter text.](#)  
Last Name: [Click here to enter text.](#)  
Organization: [Click here to enter text.](#)  
Street Address: [Click here to enter text.](#)  
City: [Click here to enter text.](#)  
State: [Click here to enter text.](#)  
Zip: [Click here to enter text.](#)  
Telephone: [Area Code 7 digit number extension](#)  
E-Mail Address: [Click here to enter text.](#)



3. Funding

- a. Additional Housing Credit Request Amount (annual amount): \$ [Click here to enter text.](#)
- b. Original Housing Credit (Active Award) Funding Amount: \_\_\_\_\_
- c. Basis Boost Qualifications

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

[Choose an item.](#)

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

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

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

[Choose an item.](#)

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

[Choose an item.](#)

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

4. To meet the submission requirements, the Applicant must upload the Development Cost Pro Forma with the Application, as outlined in Section Three of the RFA.

\*\*\*\*\*

**Addenda**

[Click here to enter text.](#)

### **Applicant Acknowledgement and Certification**

The Applicant affirms that, unless otherwise stated in this RFA, the information and commitments made by the Applicant in its Original Application (or as approved by the Corporation or Board prior to the Application Deadline for this RFA) are still in effect, subject to Rule Chapter 67-48, F.A.C.

If awarded funding under this RFA, the Applicant understands and agrees to return the Active Award to the Corporation. The Active Award will be then added to the amount requested in this RFA, for a new total Housing Credit allocation.

The Applicant certifies that, as of Application Deadline it has not closed on the partnership with the Housing Credit Syndicator/equity provider.

The Applicant acknowledges that, to be eligible for funding, a minimum amount (as outlined in the RFA) Developer Fee must be deferred. The amount of deferred Developer Fee will be tested during scoring, during credit underwriting, and during review of the final cost certification.

The Applicant certifies and acknowledges that as of Application Deadline, the vertical construction of the residential buildings has not commenced.

The Applicant certifies and acknowledges that, as of Application Deadline, the Applicant has requested the credit underwriter order a new Market Study, to be completed prior to execution of the Carryover Allocation Agreement.

The Applicant certifies that the Development can be completed and operating within the development schedule and budget submitted to Florida Housing and the Credit Underwriter.

The Applicant and all Financial Beneficiaries have read all applicable Florida Housing rules and have read the instructions regarding this RFA, and will abide by the terms and conditions of this RFA, and applicable Florida Statutes and administrative rules, including, but not limited to, Rule Chapter 67-48, F.A.C., as applicable.

The Applicant acknowledges and agrees that, unless otherwise stated in this RFA, all terms and conditions of the RFA under which the Active Award was made remain in effect.

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.

The undersigned is authorized to bind all Financial Beneficiaries to this certification and warranty of truthfulness and completeness of the Application.

The Applicant certifies that the complete Limited Partnership Agreement, including any amendments thereto, will be divulged to the Corporation and the Credit Underwriter.

The Applicant certifies that there are no agreements, other than the letter of intent provided with this Application, between the Applicant and the Housing Credit Syndicator/equity provider.

The Applicant agrees that, as a condition of funding under this RFA, the Development will be placed in-service by the date allowable under Section 42, IRC, and no credit swaps will be approved by the Corporation.

Under the penalties of perjury, I declare and certify that I have read the foregoing and that the information is true, correct and complete. I certify that all information provided in this Proposal is true and correct, that I am authorized to sign this Application as the Applicant, and that I am in compliance with all requirements of the RFA.

\_\_\_\_\_  
Signature of Applicant

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

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

Note: The Applicant Certification and Acknowledgement form must be signed by the Authorized Principal Representative. By electronically signing this agreement, you agree that your electronic signature is the legal equivalent of your manual signature on this Applicant Certification and Acknowledgement.

**EXHIBIT B  
DEFINITIONS**

“Active Award”	An allocation of 9 percent Housing Credits, awarded through one of the following Request for Applications: 2014-114, 2015-106, or 2016-110, that, as of Application Deadline for this RFA, is located in a small county, have not yet closed on their Limited Partnership Agreement, have not begun vertical construction of the residential buildings, either applied or was eligible to apply in RFAs 2017-109 or 2018-109 for Viability Loan Funding, and has a Development Category of new construction.
“Original Application”	The Application for which the Applicant has an Active Award.
“Set-Aside Units”	<p>When not committing to the Average Income Test, Set-Aside Units are units set aside at or below 60 percent of the Area Median Income for the county in which the Development is located. For purposes of the Average Income Test, units may be set-aside at or below 80 percent of the Area Median Income (AMI) in the county in which the Development is located, but the average AMI shall not exceed 60 percent. The total number of Set-Aside Units is calculated as follows:</p> <p>The total number of units within the proposed Development multiplied by the highest Total Set-Aside Percentage the Applicant committed to as stated in the last row of the set-aside breakdown chart in the Set-Aside Commitment section of the Application. Results that are not a whole number will be rounded up to the next whole number.</p>

**EXHIBIT C - Additional Information**

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

- a. During credit underwriting and final cost certification, the Total Development Cost Per Unit Limitation will be reviewed again using the values in the chart below including the “Escalation Factor” of 5.0 percent, as follows:

Total Development Cost Per Unit Base Limitation plus all applicable Add-Ons, then multiplied by the Escalation Factor. The result of this will then be divided by each applicable TDC Multiplier.

Multiply this by the number of units in the proposed Development, rounded down to the nearest whole dollar, to calculate the proposed Development’s Maximum Total Development Cost (Maximum TDC).

Note: If there are multiple unit types, this process is done for each unique unit type and then they are all added together.

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

Measure	New Construction Units				
	Garden Non-ESS *	Garden ESS*	Mid-Rise-Non-ESS *	Mid-Rise-ESS*	High-Rise*
Maximum TDC Per Unit Limitation ** for all counties except Broward, Miami-Dade and Palm Beach counties	\$219,600	\$264,300	\$264,300	\$292,100	\$328,000
There are no 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) for any Applicant in this RFA.					
There are no TDC Add-on for any Applicants in this RFA.					

\* Garden includes all Development Types other than Mid-Rise and High-Rise; Non-Garden includes Development Types of Mid-Rise (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 property purchase price 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 purchase price to be excluded, the Corporation uses the lesser of the appraised value, or the actual property purchase price, and will be reported in the credit underwriting report and the final cost certification. The appraised value will be determined during credit underwriting. When property purchase price is referenced in this TDC Per Unit Limitation section, the reference shall be limited to the amount of the property purchase price approved by the Corporation and allocated between the building acquisition, if applicable, and the land owned cost line items. 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 property purchase price, operating deficit reserves and certain PHA costs described herein are referred to in Exhibit C in the congregate as applicable qualifying costs.

- b. Reviewing the Developer Fee and the Total Development Cost of the proposed Development during Credit Underwriting

The Total Development Cost of the proposed Development (“TDC of the Proposed Development”) is often adjusted during credit underwriting. Any such adjustments that occurred during the credit underwriting process may cause the maximum Developer Fee allowed for the proposed Development to fluctuate. Additionally, as further explained below, if the TDC of the proposed Development exceeds the Maximum TDC after all mandated reductions have been implemented, this may result in a negative recommendation by the credit underwriter in the final credit underwriting report and a request of the Corporation’s Board to de-obligate the awarded funding.

The Maximum TDC is not altered throughout the process, remaining at the same initial amount at each step. However, it is possible the maximum Developer Fee can be adjusted to a lower amount subsequent to the initial determination established below.

The following methodology will calculate the maximum Developer Fee for the proposed Development. Any reductions to the Applicant’s stated Developer Fee will cause the TDC of the proposed Development to be equally reduced in the final credit underwriting report described below. This process assumes the initially stated Developer Fee in b. and c. below does not violate the maximum Developer Fee as determined by multiplying the proposed Development’s Development Costs by the maximum Developer Fee percentage as stated in the applicable Rule and this RFA, rounded down to the nearest dollar.

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

A Developer Fee can be earned on Development Cost as defined by Rule Chapter 67-48), F.A.C., up to the maximum limit allowed, as calculated below. The proposed Development’s maximum Developer Fee will be first calculated as follows:

The credit underwriter will calculate the maximum Developer Fee by dividing the Maximum TDC amount by 1.16, and then multiply the result by 16 percent, rounding up to the nearest whole dollar. Note: These figures represent the applicable Developer Fee percentage for the Development of 16 percent and one plus the applicable Developer Fee percentage for the Development (1+16%).

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

If this step causes the maximum Developer Fee to be less than the proposed Development’s stated Developer Fee, the stated Developer Fee will be reduced to the maximum Developer Fee calculated in this step, and the TDC of the Proposed Development will be equally reduced to incorporate the first mandated cost reduction.

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

The second step will reduce the maximum Developer Fee by the lesser of (a) the actual amount that the TDC of the Proposed Development exceeds the Maximum TDC, (b) \$500,000, or (c) 25 percent of the Maximum Developer Fee calculated in (1) above.

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

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

(3) Third Review of the Developer Fee and the TDC of the Proposed Development

The third step will have the maximum Developer Fee calculated in (2) above reduced by the same percentage as the percentage that the TDC of the Proposed Development determined in (2) above exceeds the Maximum TDC.

This is determined by dividing the TDC of the Proposed Development calculated in (2) above by the Maximum TDC calculated in (2) above. If the resulting percentage is greater than 100%, then the resulting percentage will have 100% subtracted from it. This number is then multiplied by the maximum Developer Fee calculated in (2) above, rounded down to the nearest whole dollar and the resulting amount is subtracted from the maximum Developer Fee calculated in (2) above, yielding a new, lower maximum Developer Fee. If the resulting percentage is less than or equal to 100 percent, the third review is complete without any further mandated adjustments to either the stated Developer Fee or the TDC of the Proposed Development.

If the maximum Developer Fee calculated in this step is equal to or greater than the proposed Development's Developer Fee calculated in (2) above, there will be no resulting deduction to the stated Developer Fee or the TDC of the Proposed Development from this third review.

If this step causes the maximum Developer Fee to be less than the proposed Development's Developer Fee calculated in (2) above, the stated Developer Fee will be reduced to the maximum Developer Fee calculated in this step, and the TDC of the Proposed Development will be equally reduced to incorporate the third mandated cost reduction.

As a note, if the initial stated Developer Fee is already at or below the maximum Developer Fee as calculated in the third review of the Developer Fee, then there is no adjustment mandated to be incorporated into the Developer Fee. This also means there are no corresponding cost savings to reduce the TDC of the Proposed Development since all mandated TDC cost reductions stemming from this process are coming from reducing the stated Developer Fee.

(4) The 5% Test

The Total Development Cost of the proposed Development ("TDC of the Proposed Development") in place after all three cost reduction steps have been performed as detailed above cannot exceed the Maximum TDC by more than 5 percent ("5% Test"). The 5% Test is performed only at time of Credit Underwriting and is not

part of the Final Cost Certification Application Package process described in c. below.

If the TDC of the Proposed Development after the third mandated cost reduction step does not meet the 5% Test, the final credit underwriting report shall be presented at the next Florida Housing Finance Corporation Board Meeting with a negative recommendation by the Credit Underwriter with a staff request to de-obligate the awarded funding due to a proposed Development having excessive development costs.

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

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

The TDC of the Proposed Development preliminarily stated in the FCCAP is compared to the Maximum TDC as calculated in a. above as well as to the TDC reported in the final credit underwriting report.

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

- (1) If the TDC of the Proposed Development preliminarily stated in the FCCAP is less than or equal to the Maximum TDC calculated in a. above, no adjustment will be required, and no further action will be taken relative to the TDC PU Limitation process.
- (2) If the TDC of the Proposed Development preliminarily stated in the FCCAP is greater than the Maximum TDC calculated in a. above and if the maximum Developer Fee calculated in b. above is equal to or greater than the proposed Development’s Developer Fee initially presented in the FCCAP, there will be no resulting deduction to the preliminarily stated Developer Fee or the TDC of the Proposed Development for the first step in this review.

Alternatively, if the TDC of the Proposed Development preliminarily stated in the FCCAP is greater than the Maximum TDC calculated in a. above and if the maximum Developer Fee calculated in b. above is less than the proposed Development’s Developer Fee initially presented in the FCCAP, the stated Developer Fee will be reduced to the maximum Developer Fee calculated in b. above, and the TDC of the Proposed Development will be equally reduced to incorporate the this mandated cost reduction for this alternative first step in this review.

After the applicable above first step of c.(2) is complete, the calculations described in (2)(a) and (2)(b) below (“the First and Second Review of the Developer Fee and the TDC of the Proposed Development preliminarily stated in the FCCAP”) will determine the final Developer Fee.



- (a) First Review of the Developer Fee and the TDC of the Proposed Development preliminarily stated in the FCCAP

If the TDC of the Proposed Development after the prior review step is greater than the TDC reported in the final credit underwriting report, the maximum Developer Fee calculated in b. above will be reduced by the lesser of (i) the actual amount of costs in excess of the amount allowed by the Maximum TDC, (ii) \$250,000, or (iii) 10 percent of the maximum Developer Fee calculated in b. above.

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

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

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

The maximum Developer Fee as calculated in step (2)(a) above will be reduced by the same percentage as the percentage that the TDC of the Proposed Development calculated in (2)(a) above exceeds the Maximum TDC.

This is determined by dividing the TDC of the Proposed Development calculated in step (2)(a) above by the Maximum TDC. If the resulting percentage is greater than 100%, then the resulting percentage will have 100% subtracted from it. This number is then multiplied by the maximum Developer Fee calculated in step (2)(a) above, rounded down to the nearest whole dollar and the resulting amount is subtracted from the maximum Developer Fee calculated in step (2)(a) above. If the resulting percentage is less than or equal to 100 percent, this review is complete without any further mandated adjustments to either the stated Developer Fee or the TDC of the Proposed Development calculated in step (2)(a) above.

If the maximum Developer Fee calculated in this step is equal to or greater than the Developer Fee calculated in step (2)(a) above, there will be no resulting deduction to the stated Developer Fee or the TDC of the Proposed Development from this review.

If this step causes the maximum Developer Fee to be less than the Developer Fee calculated in step (2)(a) above, the stated Developer Fee will be reduced to the maximum Developer Fee calculated in this step, and the TDC of the Proposed Development calculated in step (2)(a) above will be equally reduced to incorporate this cost reduction.

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

- (3) If the TDC of the Proposed Development preliminarily stated in the FCCAP is less than the TDC reported in the final credit underwriting report, the calculations in b. above will be repeated using the TDC of the Proposed Development preliminarily stated in the FCCAP. This may result in an increase to the final Developer Fee as a result of the initial Maximum Developer Fee not being reduced to the extent determined at time of credit underwriting during steps b.(1)-(3).
- (4) If the TDC of the Proposed Development preliminarily stated in the FCCAP is greater than the TDC reported in the final credit underwriting report, the calculations described in (2)(a) above (“the First Review of the Developer Fee and the TDC of the Proposed Development preliminarily stated in the FCCAP”) will determine the final Developer Fee. In this scenario, the calculations described in (2)(b) above will not be applied.

A template and training video regarding the Total Development Cost Per Unit Limitation have been made available and can be accessed [here](#). This link will take users to a new webpage with examples of this process, as well as a template, training video, and, for assistance after the review and evaluation process as explained in Section Three, F.2. of this RFA, contact information for available Florida Housing staff.

## 2. Leveraging

All eligible Applications will be ranked from lowest to highest based on the amount of total Corporation funding per set-aside unit, as outlined below. The Corporation will calculate the total Corporation funding per set-aside unit for each Application as follows:

- a. If the Development does not qualify for the basis boost, the Total HC Request Amount will be multiplied by 9.0. If the Development qualifies for the basis boost, the Total HC Request Amount will be multiplied by 9.0 and that product will be divided by 1.15.
- b. If the proposed Development met the requirements to be considered ESS Construction, a multiplier of 0.87 will be applied.

Note: More than one of the above may apply. For instance, if a. and b. apply and the Development qualifies for the basis boost, the Total HC Request Amount will be multiplied by 9.5. divided by 1.15 and then multiplied by 0.87. All Applicants that selected the High-Rise Development Type will be considered to meet the requirements to be considered ESS Construction.

- c. The total Corporation Housing Credit funding amount will be adjusted further as follows:
  - (1) If the proposed Development meets all of the following requirements, the total Corporation funding amount will be multiplied by 0.82:
    - Applicant selected the High-Rise Development Type, and
    - Applicant selected the Development Category of New Construction.

or
  - (2) If the proposed Development meets all of the following requirements, the total Corporation funding amount will be multiplied by 0.84:

- Applicant selected the Mid-Rise with Elevator (a building comprised of 5 or 6 stories) Development Type and at least 90 percent of the total units are in these Mid-Rise building(s), and
  - Applicant selected the Development Category of New Construction;
- or
- (3) If the proposed Development meets all of the following requirements, the total Corporation funding amount will be multiplied by 0.86:
- Applicant selected the Mid-Rise with Elevator (a building comprised of 4 stories) Development Type and at least 90 percent of the total units are in these Mid-Rise building(s), and
  - Applicant selected the Development Category of New Construction.
- (4) If the proposed Development meets all of the following requirements, the total Corporation funding amount will be multiplied by 0.92:
- Applicant selected the Garden Development Type and at least 90 percent of the total units are in these Garden building(s), and
  - Applicant selected the Development Category of New Construction.
- d. All eligible Applications will be listed in ascending order beginning with the Application that has the lowest amount of total Corporation funding per set-aside unit and ending with the Application that has the highest amount of total Corporation funding per set-aside unit.

### 3. Florida Job Creation Funding Preference:

Each Application will be measured to determine whether it qualifies for the Florida Job Creation Funding Preference. To determine eligibility for the preference, the Corporation will calculate the Application's Florida Job Creation score, which will reflect the number of Florida jobs per \$1 million of implied Total HC Request Amount. All Applications must earn a Florida Job Creation score equal to or greater than 10.

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

- The number of new construction units committed to by the Applicant (as stated by the Applicant at question 3.e. of Exhibit A of the RFA);
- The applicable Florida job creation rate for the type of units:
  - Rate of 3.298 Florida Jobs per unit for proposed new construction units;
- The Total HC Request Amount.

The score for the Florida Rate of Job Creation per \$1 million of implied Total HC Request Amount will be measured using one of the following calculations:

Developments consisting of only new construction units:

Number of new construction units x 3.298 Florida Jobs per unit x 1,000,000 / (the Eligible Housing Credit Request Amount x 9.0) = Florida Jobs per \$1 million of Housing Credit Allocation.

For example:

Application A consists of 60 new construction units and has an Eligible Housing Credit Request Amount of \$1,500,000.

$60 \times 3.298 \times 1,000,000 / (1,500,000 \times 9.0) =$  Florida Job Creation score of 14.66. In above examples, all Applications will qualify for the Job Creation Funding Preference because each has a Florida Job Creation score that is at least 10.

#### 4. Fees

In addition to fees set out in the Original Application, the following additional fees apply to any funding awarded under this RFA:

a. Application Fee:

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

b. Credit Underwriting Fees:

The following fees are not the fees that will be charged but are listed below for estimation purposes. 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: \$12,908

(2) Re-underwriting fee: \$184 per hour

(3) Preliminary Recommendation Letter (PRL) Fee: \$1,638

Any Development requiring further analysis by the Credit Underwriter pursuant to Rule Chapter 67-48, F.A.C., and this RFA will be subject to a fee based on an hourly rate determined pursuant to the 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.

(3) Extraordinary Services fee: \$184 per hour.

c. Compliance Monitoring Fee:

The following fees are not the fees that will be charged but are listed below for estimation purposes. The actual fees will be determined based on the current contract, including any addendum, for services between the Corporation and the Compliance Monitor(s).

(1) Program Fee: A total annual fee comprised of a base fee of \$171 per month + an additional fee per set-aside unit of \$10.46 per year, subject to a minimum of \$267 per month, and subject to an automatic annual increase of 3 percent of the prior year's fee. Since fees for the full Housing Credit Extended Use Period will be collected at final allocation, the fee amount is discounted at a rate of 2 percent.

(2) Follow-up Review/Extraordinary Services fee: \$184 per hour.

d. Additional Fees:

Applicants will be responsible for all fees associated with the Housing Credit Program.

e. Administrative Fees

With respect to the Housing Credit Program, each for-profit Applicant shall submit to the Corporation a non-refundable administrative fee in the amount of 9 percent of the annual additional Housing Credit Allocation amount requested in this RFA and as stated in the Preliminary Allocation. The administrative fee shall be 5.5 percent of the stated annual additional Housing Credit Allocation for Non-Profit Applicants. The administrative fee must be received by the Corporation as stated in the Preliminary Allocation.

f. Construction Inspection Fees:

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

On-site construction inspection - \$184 per hour, not to exceed \$1,822 per inspection.

5. Additional Requirements

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

a. Progress Report - Form Q/M Report

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

The form is available on the RFA Webpage.

b. Eligible Reserve for Replacement Items

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

The list is available on the RFA Webpage.

c. Final Cost Certification Application Package (Form FCCAP)

In accordance with Rule 67-48.023, F.A.C., the Final Cost Certification Application Package (Form FCCAP), Rev. April 2020, shall be used by an Applicant to itemize all expenses incurred in association with construction or Rehabilitation of a Housing Credit Development, including Developer and General Contractor fees as described in Rule 67-48.0072, F.A.C., and shall be submitted to the Corporation by the earlier of the following two dates:

- (1) The date that is 90 Calendar Days after all the buildings in the Development have been placed in service, as evidenced by the required documentation outlined in the Final Cost Certification Package, or
- (2) The date that is 30 Calendar Days before the end of the calendar year for which the Final Housing Credit Allocation is requested.

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

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

Form FCCAP, Rev. April 2020, is available on the RFA Webpage.

d. Financial Reporting Form SR-1

Pursuant to subsection 67-48.023(9), F.A.C., annually, within 151 Calendar Days following the Applicant's fiscal year end, the Applicant shall provide the Corporation with an audited financial statement and a fully completed and executed Financial Reporting Form SR-1, Rev. 05-14. The audited financial statement and a copy of the signed Form SR-1, with Parts 1, 2, and 5 completed, shall be submitted in both PDF format and in electronic form

as a Microsoft Excel spreadsheet to the Corporation at the following web address:  
[financial.reporting@floridahousing.org](mailto:financial.reporting@floridahousing.org) .

## Exhibit D – Timeline

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

1. Within seven Calendar Days of the date of the invitation to enter credit underwriting:
  - a. Respond to the invitation by accessing the development work center through the Procorem secure portal and submit the credit underwriting fee(s) as outlined in Item 4 of Exhibit C, pursuant to subparagraph 67-48.0072(4)(a)1, F.A.C.; and
  - b. Provide confirmation that the Development will abide by all commitments made in the Original Application, or as approved by the Corporation or Board prior to Application Deadline for this RFA (unless otherwise stated in this RFA).
  - c. Provide a letter to the Corporation returning the Active Award of Housing Credits. The Active Award will then be added to the funding awarded in this RFA, resulting in a new Housing Credit Allocation.
  - d. Provide the Housing Credit letter of intent as outlined in Section Four A.3.e. of the RFA.
2. Within 14 Calendar Days of the date of the invitation to enter credit underwriting:
  - a. If requested by the Corporation, submit IRS Form 8821 for all Financial Beneficiaries as defined in Rule Chapter 67-48, F.A.C.
  - b. Provide confirmation that the proposed equity amount to be paid prior to or simultaneous with the closing of construction financing is at least 15 percent of the total proposed equity to be provided (the 15 percent criteria), subject to the following:
    - (1) If syndicating/selling the Housing Credits, there are two exceptions to the preceding sentence. First, if there is a bridge loan proposal within the equity proposal that provides for bridge loan proceeds that equal at least 15 percent of the amount of total proposed equity to be provided to be made available prior to or simultaneous with closing of construction financing, the 15 percent criteria will be met. Second, if there is a separate bridge loan proposal from either the equity provider, any entity that is controlled directly or indirectly by the equity provider, or a subsidiary of the equity provider's parent holding company, and the proposal explicitly proposes an amount to be made available prior to or simultaneous with the closing of construction financing that equals at least 15 percent of the total proposed equity to be paid stated in the equity proposal, the 15 percent criteria is met. Bridge loan proposals that are not within the equity proposal, though, must meet the criteria previously stated for debt financing with the exception that evidence of ability to fund does not have to be provided. The Applicant may include the proposed amount of the bridge loan as equity proceeds on the Construction or Rehabilitation Analysis and on the Permanent Analysis (Note: this



15 percent criteria must be reflected in the limited partnership agreement or limited liability company operating agreement); or

- (2) If not syndicating/selling the Housing Credits, proceeds from a bridge loan will not count toward meeting the 15 percent criteria;
  - c. Provide confirmation that the limited partnership agreement or limited liability operating agreement will comply with the operating deficit reserve requirement outlined in Section Four A.4.b. of the RFA.
3. The Preliminary Recommendation Letter (PRL) for this Development will be due to the Corporation prior to issuance of the Carryover Allocation Agreement. Pursuant to paragraph 67-48.0072(21)(c), F.A.C., the Applicant is responsible for providing the Credit Underwriter with the information necessary to complete the PRL. The Carryover Allocation Agreement must be executed no later than December 31, 2020;
  4. By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation; and
  5. 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. 02-20) which are available on the RFA Webpage.
  6. The Credit Underwriter will verify information submitted by the Applicant, including, but not limited to the following:
    - a. Commitments made in the Original Application;
    - b. Calculation of eligible basis which may cause a reduction in the Housing Credit Allocation. This may include review of the location of buildings and whether all buildings are eligible for the eligible basis boost, if applicable;
    - c. 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.
  7. For 9% Housing Credit, the Carryover Allocation Agreement will provide deadlines for additional documentation.
  8. The Development will place in-service by the date outlined in the new Carryover Allocation Agreement. No extension of the deadline pursuant to Section 42 of the IRC (credit swap) will be considered.