

**REQUEST FOR APPLICATIONS**

**RFA 2022-106 Financing for the Development of Housing for Persons  
With A Disabling Condition or Developmental Disabilities**

**Issued By:**

**FLORIDA HOUSING FINANCE CORPORATION**

**Issued: November 4, 2021**

**Due: February 17, 2022**

## SECTION ONE INTRODUCTION

This Request for Applications (RFA) is open to Non-Profit Applicants proposing the development of independent Permanent Supportive Housing for either (i) persons with a Disabling Condition that also includes a portion of units for Homeless Households as defined in Exhibit B of this RFA; or (ii) Persons with Developmental Disabilities. Non-Profit Applicant entities may consist of either 100 percent Non-Profit entities or joint ventures between Non-Profit and for-profit entities, if the Applicant meets the definitions of Non-Profit, as defined in Rule Chapter 67-48, F.A.C.

The intent of this RFA is to help communities address the significant need for independent Permanent Supportive Housing for some of their most vulnerable individuals with a disabling condition or developmental disabilities who lack stable housing and coordinated access to appropriate community-based healthcare and supportive services. This RFA proposes to utilize Competitive Housing Credits (HC) in conjunction with State Apartment Incentive Loan (SAIL) funding, or grants.

### A. Competitive HC, made available for all Applicants

Florida Housing Finance Corporation (the Corporation) is required by section 420.507(48), F.S., to reserve up to 5 percent of its annual allocation of low-income housing tax credits to allocate by competitive solicitation for high-priority affordable housing developments, such as housing for Persons with a Disabling Condition and their families or Persons with Developmental Disabilities, in communities throughout the state.

The Corporation expects to offer an estimated \$2,750,000 of Competitive Housing Credits available to proposed Developments under this RFA for either housing for persons with Disabling Conditions or Persons with Developmental Disabilities.

### B. SAIL available for Applications for persons with Disabling Conditions

The Corporation expects to offer an estimated \$4,000,000 of SAIL for housing for persons with Disabling Conditions. A portion of this funding may be used as an Extremely Low-Income (ELI) Loan for ELI Set-Aside Units as further described in Section Four, A.10.a.(2)(b) of the RFA. The ELI loan is a forgivable loan.

### C. Grants available for Persons with Developmental Disabilities

The Corporation expects to offer an estimated \$4,600,000 in grants for housing for Persons with Development Disabilities.

### D. National Housing Trust Fund (NHTF)

The Corporation expects to offer an estimated \$4,500,000 in National Housing Trust Funds (NHTF). All Applicants that select the Development Category of New Construction will be required to commit a certain number of NHTF Units that meet the requirements outlined in Section Four, A.6.c.(2)(c) of the RFA. Applicants that select the Development Category of New Construction may also commit to additional NHTF Units. NHTF funding will be awarded based on each NHTF Unit, regardless of whether the NHTF Unit was required or optional. The

invitation to enter credit underwriting will inform the Applicant of the NHTF award amount, and the requirement to set-aside NHTF Units.

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

## SECTION TWO DEFINITIONS

Capitalized terms within this RFA shall have the meaning as set forth in this RFA, in Exhibit B, Rule Chapters 67-48, F.A.C. (effective May 18, 2021) and 67-60, F.A.C., (effective July 8, 2018) or in applicable federal regulations.

## SECTION THREE PROCEDURES AND PROVISIONS

*Unless otherwise stated within the RFA, the Application package, forms and other information related to this RFA may be found on the RFA Webpage at <https://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2022/2022-106> (also available by clicking [here](#)).*

### A. Submission Requirements

#### 1. Application Deadline

The Application Deadline is **3:00 p.m., Eastern Time, on February 17, 2022.**

#### 2. Completing the Application Package

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

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

- (1) The Application (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. 05-2019) ("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.

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

##### b. Creating the All Attachments Document

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

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

As described in Section Four, B.2., to be awarded 5 points, bookmark the pdf of the All Attachments Document before uploading. It is not necessary to bookmark the Exhibit A document, the Development Cost Pro Forma, or the Principal Disclosure Form. Acrobat Standard DC or Acrobat Pro DC are the programs required to create bookmarks.

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

### 3. Uploading the Application Package

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

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

- a. Application Fee

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

To ensure that the Application Fee is processed for the correct online Application, the following is ***strongly recommended***: (i) provide the Application Fee at least 48 hours prior to the Application Deadline; (ii) whether paying by check, money order, ACH or wire transfer, include the Development Name, RFA number with the payment; and (iii) if paying by wire, include the Federal Reference Number, or if paying by ACH, include the Trace Number at question B.1 of Exhibit A.

Note: In the event that the online submission is not received, the payment will be refunded.

**ACH Instructions:**

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

**ABA #:** 121000248

**ACCOUNT NAME:** FHFC

**ACCOUNT #:** 4967822909

**Wire Transfer Instructions:**

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

**ABA #:** 121000248

**ACCOUNT NAME:** FHFC

**ACCOUNT #:** 4967822909

**Check or Money Order Instructions:**

**Payable to:** Florida Housing Finance Corporation

**Mailing Address:** Attn: 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.

b. Assigning Lottery Numbers

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.

c. Withdrawing an Application

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

- B. This RFA does not commit the Corporation to award any funding to any Applicant or to pay any costs incurred in the preparation or delivery of an Application.
- C. The Corporation reserves the right to:
1. Waive Minor Irregularities; and
  2. Accept or reject any or all Applications received as a result of this RFA.
- D. Any interested party may submit any inquiry regarding this RFA in writing via e-mail at RFA\_2022-106\_Questions@floridahousing.org (also accessible by clicking [here](#)) with “Questions regarding RFA 2022-106” as the subject of the email. Phone calls or written inquiries other than at the above e-mail address will not be accepted. The Corporation expects to respond to inquiries with two sets of responses. All inquiries that are received by ~~November 12~~December 10, 2021 will receive a response by 5:00 p.m., Eastern Time, on ~~November 19~~December 17, 2021. All inquiries that are received by February 4, 2022 will receive a response by 5:00 p.m., Eastern Time, on February 11, 2022. The Corporation will post a copy of all inquiries received, and their answers, on the RFA Webpage. The Corporation will also send a copy of those inquiries and answers in writing to any interested party that requests a copy. The Corporation will determine the method of sending its answers, which may include regular United States mail, overnight delivery, fax, e-mail, or any combination of the above. No other means of communication, whether oral or written, shall be construed as an official response or statement from the Corporation.
- E. Any person who wishes to protest the specifications of this RFA must file a protest in compliance with Section 120.57(3), 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 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 Application Deadline, 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~~ and all provisions of Rule ~~Chapter~~Chapters 67-~~6048~~, F.A.C., ~~the requirements outlined~~

~~in Rule Chapter 67-4867-60~~, 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. Unless stated otherwise, all information requested in the RFA pertains to the Development proposed in this Application upon completion of the construction or rehabilitation work.

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

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

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

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

###### a. Select the Demographic Commitment

###### (1) Persons with a Disabling Condition Demographic Commitment

###### (a) Requirements

Applicants that commit to serve the Persons with a Disabling Condition Demographic Commitment will be required to make the following set-aside commitments for a minimum of 50 years:

At least 50 percent of the units in the Development must consist of Permanent Supportive Housing for persons with a Disabling Condition as defined in Section 420.0004(7), F.S.;

AND



At least 20 percent of the units in the Development must consist of Permanent Supportive Housing for individuals and families that meet the definition of Homeless Households as defined in Exhibit B of this RFA, (which may be the same units set aside for the persons with a Disabling Condition Demographic Commitment).

(b) Interest Rate

(i) Applicants that commit to set aside at least 50 percent, but less than 80 percent, of the units in the Development for persons with a Disabling Condition will qualify for a SAIL loan with an interest rate of 0 percent for the percentage of units that are set aside for persons with a Disabling Condition, and an interest rate of 1 percent for the remaining units. For example, a set-aside commitment of 60 percent of the units for persons with a Disabling Condition will have 60 percent at 0 percent and 40 percent at 1.0 percent, for a blended overall interest rate of 0.40 percent.

(ii) Applicants that commit to set aside at least 80 percent of the units in the Development for persons with a Disabling Condition will qualify for a SAIL loan with an overall interest rate of 0 percent.

Applicants that commit to the Persons with a Disabling Condition Demographic Commitment should check the box demonstrating the appropriate percentage of total units for the proposed Development's Demographic Commitment. If both boxes are selected or if neither box is selected, it will be assumed that the Applicant is committing to set aside at least 50 percent, but less than 80 percent, of the units in the Development for Persons with a Disabling Condition.

(iii) The ELI loan is a forgivable loan as further outlined in Exhibit H.

(2) Persons with Developmental Disabilities Demographic Commitment

(a) Requirements

Applicants that commit to serve the Persons with Developmental Disabilities will be required to make the following set-aside commitment for a minimum of 50 years:

At least 50 percent of the units in the Development must consist of Permanent Supportive Housing for Persons with Developmental Disabilities as defined in Section 393.063(12), F.S.

(b) Due to the likelihood that some or all Persons with Developmental Disabilities will have Mobility Impairments now or later in their lives, Applicants that commit to this Demographic must at a minimum meet the accessibility, adaptability, universal design and visitability features

requirements outlined in Section Four A.8.c.(1) of the RFA, (“Level 1 Accessibility Requirements”).

- (c) Other Grant Funding requirements are outlined in Exhibit J.
- b. For the Corporation to better understand the property proposed, Applicants that select the Persons with a Disabling Condition Demographic Commitment must check the box or boxes at question 2.b. of Exhibit A that specify the defined persons with a Disabling Condition population(s) who the Applicant proposes to serve:
- (1) Adult persons requiring independent living services in order to maintain housing or develop independent living skills and who have a Disabling Condition that currently impairs or is likely to impair their physical mobility; and/or
  - (2) Persons receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans’ disability benefits; and/or
  - (3) Adult persons requiring independent living services in order to maintain housing or develop independent living skills and who have a Disabling Condition that neither currently impairs nor is likely to impair their physical mobility, such as persons with a mental illness.

Due to the likelihood that some or all residents of the subpopulations described in (1) and (2) above will have Mobility Impairments now or later in their lives, Applicants that select either (1) and/or (2) above must at a minimum meet the accessibility, adaptability, universal design and visitability features requirements outlined in Section Four A.8.c.(1) of the RFA, (“Level 1 Accessibility Requirements”).

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

- c. All Applicants must describe in detail the Persons with a Disabling Condition population(s) and Homeless population(s) to be served; or Persons with Developmental Disabilities population(s) to be served. For example, a subpopulation might be Persons with a Disabling Condition who are chronically homeless with mental illness or veterans with brain or spinal cord injuries. Applicants must provide a detailed description of the household characteristics and permanent housing needs and preferences of the intended residents. This information will provide context to the Corporation when reviewing and scoring the Applicant responses in other sections of the RFA. The description(s) is limited to no more than two typed pages within the text box at question 2.c. of Exhibit A. Note: Although the online Application system allows for more than two pages, any portion of the description that is beyond two pages will not be considered.

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

a. Applicant Information

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

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

- (3) Non-Profit Applicant Qualifications

Only Non-Profit Applicants are eligible for funding.

To qualify as a Non-Profit Applicant for purposes of this RFA, the Applicant must (i) answer the question demonstrating that it meets the definition of Non-Profit as set out in Exhibit B and (ii) provide the required information stated below.

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

- (a) Material Participation documents required to be submitted by all Applicants

The following documents must be submitted as **Attachment 3** of Exhibit A for each non-profit entity that makes up the Applicant:

- (i) The Non-Profit Entity Material Participation Questionnaire (Form Rev. 0810-2021), which provides a description/explanation of how the Non-Profit entity is substantially and materially participating in the management and operation of the Development (i.e., the role of the Non-Profit); and
  - (ii) The Non-Profit Executive Director Certification of Material Participation form (Rev. 0910-2021).
- (b) The Demonstration of Non-Profit entity qualifications

~~To meet this eligibility requirement, provide either the Corporation-approved\* Executive Director Certification of Non-Profit Entity Qualifications Form (Rev. 10-21) or the Non-Profit Application Package documents required to be submitted for each Non-Profit that makes up the Non-Profit Applicant as defined outlined in Exhibit B(i) through (iii) below as Attachment 3 to the RFA.~~

~~The Non-Profit Application Package consists of items (i) through (iv) below.\*~~ The Non-Profit Application Package for each Non-Profit entity that makes up the Non-Profit Applicant as defined in Exhibit B may be submitted ~~as Attachment 3 to Exhibit A or~~ through the Advance Review process described in (4) below. Applicants that submit the Non-Profit Application Package through the Advance Review process and meet all requirements will receive ~~an the Corporation-approved~~ Executive Director Certification of Non-Profit Entity Qualifications Form for the non-profit entity, which may be submitted with the Application submittal in lieu of the documentation outlined in (ii) through (iv) below.

~~(i) The Executive Director Certification of Non-Profit Entity Qualifications form (Rev. 10-2021), which must be completed and signed by the Executive Director of the non-profit entity. Applicants that submit the Corporation-approved Executive Director Certification of Non-Profit Entity Qualifications Form (Rev. 0910-21) will receive 10 points as described in (4) below ~~or without~~ the following information for each non-profit entity that makes up the Non-Profit Applicant as defined in Exhibit B as Attachment 3 (“Non-Profit Application Package”): need to submit (ii) through (iii) below.~~

~~(i) The Executive Director Certification of Non-Profit Entity Qualifications form (Rev. 09-2021), which must be signed by the Executive Director of the non-profit entity. By signing and submitting this form, the Executive Director is also certifying the non-profit entity meets the following requirements:~~

- ~~▪—More than 50% of the Board will include members of the community with backgrounds in various disciplines useful to the oversight of the Non-Profit;~~
- ~~▪—No board members will be related by family to each other or to compensated members of the Non-Profit’s management or staff, and no more than 20% of the board will be related by business relationships;~~
- ~~▪—The board will include members or representatives of the population(s) being served by the Non-Profit;~~

- ~~▪ The Board of Directors holds, or will hold, at least 4 Board meetings annually;~~
- ~~▪ The board has an adopted conflict of interest policy that applies to both the board and staff;~~
- ~~▪ The Board has a policy stating that board members do not receive compensation for serving on the board;~~
- ~~• If the Non-Profit was formed by a parent entity (such as a bank or for profit development company), no staff or principal of said parent entity that is a Developer of affordable housing in may serve on the board;~~
- ~~▪ Private interests of any board member or staff will not be furthered by the work of the Non-Profit (e.g., real property sales or management contracts), and no part of the Non-Profit's net earnings will inure, directly or indirectly, to the benefit of any private member, staff or board member; and~~
- ~~▪ The NP Entity is not affiliated with, or controlled by, a for profit organization.~~

- (ii) The IRS determination letter which demonstrate that the non-profit entity is organized under 501(c)(3) or 501(c)(4) and also has been in existence at least three years prior to the Application Deadline of this RFA;
- (iii) Non-Profit Bylaws or Articles of Incorporation, which must include the information outlined below. Information may be found in either the Bylaws or the Articles of Incorporation. The Applicant should submit both documents, including any subsequent amendments, for review in order to ensure all of the below requirements are met.
  - (A) The role and responsibilities of the board of directors;
  - (B) The number of members that are part of the board; and
  - (C) The bylaws or articles of incorporation must state one of the purposes of the Non-Profit is to foster low-income housing. This requirement may be met with the most recent IRS form 990, ~~as referenced in (iv) below,~~ if the form 990 states that one of the purposes of the Non-Profit is to foster low-income housing.

~~(iv) Either the IRS Form 990 with any Form 990 supplemental information provided to the IRS which meets the requirements outlined below or, if the non-profit entity has received an~~

exemption from filing Form 990 from the IRS, the FHFC Certification of IRS Form 990 Exemption Form (Rev. 09-2021), signed by the Executive Director of the non-profit entity, with documentation from the IRS confirming the exemption.

If the non-profit entity filed an IRS Form 990, submit the most recent IRS Form 990, along with any Form 990 supplemental information provided to the IRS which meets the following requirements:

(A) Demonstrate that one of the purposes of the non-profit entity is to foster low-income housing; and

(B) Include answers to the questions listed below under Part VI, Governance, Management, and Disclosure, Section B. Policies, must be answered as YES, and where specified below, must be described in Schedule O to the IRS Form 990.

- Question 11a. Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?
- Question 11b. Describe in Schedule O the process, if any, used by the organization to review this Form 990. **MUST BE FILLED OUT IN SCHEDULE O OF FORM 990 AND PROVIDED TO FHFC WITH FORM 990**
- Question 12a. Did the organization have a written conflict of interest policy?
- Question 12b. Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?
- Question 12c. Did the organization regularly and consistently monitor and enforce compliance with the policy? Describe in Schedule O how this was done. **MUST BE FILLED OUT IN SCHEDULE O OF FORM 990 AND BE PROVIDED WITH FORM 990**
- Question 13. Did the organization have a written whistleblower policy?
- Question 15. Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision? **DESCRIPTIONS OF EACH MUST BE INCLUDED IN SCHEDULE O OF FORM 990 AND THE DESCRIPTION INCLUDED IN SCHEDULE O MUST BE PROVIDED WITH FORM 990**

- ~~○ 15a. The organization's CEO, Executive Director, or top management official~~
- ~~○ 15b. Other officers or key employees of the organization~~

~~If the non-profit entity has received an exemption from filing Form 990 from the IRS, you must attach the FHFC Certification of IRS Form 990 Exemption Form (Rev. 09-2021), and a copy of documentation from the IRS, confirming the exemption. The form must be signed by the Executive Director of the non-profit entity.~~

The Applicant must remain a Non-Profit entity and the Non-Profit entity must (i) receive at least 25 percent of the Developer's fee, exclusive of the portion of the Developer Fee that will fund the Operating Deficit Reserve; and (ii) contractually ensure that it substantially and materially participates in the management and operation of the Development throughout the Compliance Period.

- (4) Non-Profit Application Package qualifications for each non-profit entity met during Non-Profit Advance Review Process (10 Points)

Applications will receive 10 points if the Non-Profit Application Package is submitted for **each non-profit entity** and receives an Executive Director Certification of Non-Profit Entity Qualifications Form (Rev. 09-21) that is stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline.

~~Determining the date the Non-Profit Application Package is "Received"~~

~~To document these dates, the Corporation will stamp the Executive Director Certification of Non-Profit Entity Qualifications Form on the date the Non-Profit Application Package is received and the date it is approved. If a form is not complete, or if any required information is not provided, the Applicant will be notified and may submit the corrected form and/or additional required information, but the date of the resubmission will be reflected as the date received. If an Executive Director Certification of Non-Profit Entity Qualifications Form is submitted for an RFA with a "Received" date that is within 14 Calendar Days of the Application Deadline, the Applicant will not be eligible for the 10 Advance Review points. In order to allow for adequate time for review, Applicants are strongly encouraged to send the Non-Profit Application Package to the email address FHFC\_NonProfit\_AdvanceReview@floridahousing.org (also available by clicking [here](#)) at least eight weeks prior to the Application Deadline. Applicants will be notified if the Non-Profit Application Package is not complete within three business days of submission. The Executive Director Certification of Non-Profit~~

~~Entity Qualifications Form (Rev. 09-21) for the non-profit entity will be stamped “Received” on the date all required information is provided to the Corporation.~~

~~Determining the date the Non-Profit Application Package is “Approved”~~

~~If all requirements in (3)(b) above are met, the Corporation will also stamp the Executive Director Certification of Non-Profit Entity Qualifications Form “Approved” and return it to the Applicant.~~

~~Revising the Non-Profit Application Package and resubmitting will generate a new “Received” date~~

~~If any of requirements in (3)(b) above are not met, or if the Non-Profit Application Package is incomplete, the Corporation will contact the contact person identified in the email regarding the deficiency(ies). If additional documentation is required, the date all information is received by the Corporation will be considered the “Received” date on the Executive Director Certification of Non-Profit Entity Qualifications Form. If all requirements in (3)(b) above are met, the Corporation will also stamp the Executive Director Certification of Non-Profit Entity Qualifications Form “Approved” and return it to the Applicant.~~

The Executive Director Certification of Non-Profit Entity Qualifications Form (Rev. ~~09-21~~10-2021) is specific to non-profit entities. The form may be submitted to satisfy the requirement to provide an IRS determination letter and documentation that the Non-Profit entity fosters low-income housing in any Applications submitted in any future RFAs.

The Advance Review Process for verification of the Non-Profit Entity is available on the RFA Webpage.

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

(5) Resident Community Based Services Coordination Experience Requirements

The services coordination provider experience requirement below is proposed to effectively help each household access and retain community-based resources and services. One of the following must be met.

- (a) At least one natural person Principal of a Non-Profit entity within the Applicant entity structure must have experience owning and operating a minimum of two Permanent Rental or Permanent Supportive Housing developments that provides a Resident Community Based Services Coordination to Persons with Disabling Conditions, which may include Developmental Disabilities. To meet this requirement, Applicants will be required to provide, as **Attachment 3**, a chart listing the properties that serve Persons with Disabling Conditions, which may include



Developmental Disabilities, and there must be a combined total number of units within the properties that equals no less than 50 percent of the total number of units in the proposed Development.

**OR**

- (b) Applicants that do not meet the requirement described in (a) above may partner with a provider of supportive services that includes Resident Community Based Services Coordination for the intended Demographic. A Non-Profit, within the Applicant entity, that meets the qualifications to provide Resident Community Based Services Coordination, pursuant to this RFA, may partner with the Applicant to provide the Development's Resident Community Based Services Coordination. The Applicant must provide the properly completed and executed Florida Housing Finance Corporation Resident Community-Based Services Coordination Provider Or Principal Of Resident Community-Based Services Coordination Provider Certification Florida Housing Finance Corporation Services Coordinator or Principal of Services Coordinator Certification form (Form \_\_\_-21) \*, as **Attachment 3**.

Note: In credit underwriting, the provider must demonstrate it has been in business and performing services coordination for at least 5 consecutive years before the date of Application submission, and the Applicant must provide the legal contract demonstrating the partnership with the service provider for approval.

\*Forms are available on the RFA Website.

(6) Pre-Application Meeting Incentive (10 Points)

Pre-planning increases the likelihood that Applicants are structuring their proposed Developments and partnerships to be successful, not just in terms of submitting an Application and being awarded funding, but in providing high quality Permanent Supportive Housing through the entire Compliance Period. Having a pre-application meeting with the Corporation to answer questions about the Proposed Development will encourage Applicants to prepare early to respond to the Application.

If the Applicant wishes to hold a Pre-Application Meeting, an email must be sent to [FHFC\\_PreApp\\_Meeting@floridahousing.org](mailto:FHFC_PreApp_Meeting@floridahousing.org) with subject line of RFA 2022-106 Pre-Application Meeting. The Pre-Application Meeting for Proposed Permanent Supportive Housing Developments Form (Rev. 0910-2021), information about the procedures for this meeting and the questions the Corporation will ask are found on the RFA webpage.

Applications will receive 10 points if the following is met:

(a) The Pre-Application Meeting must be requested on or before November 19, 2021 by sending an email to FHFC\_PreApp\_Meeting@floridahousing.org with subject line of RFA 2022-106 Pre-Application Meeting;

(b) One initial meeting for Applicant and Developer Entities

The Pre-Application Meeting must be held on or before December 31, 2021 and attended by, at a minimum, the following:

(i) A natural person Principal from each entity appropriately identified on the Principals of the Applicant and Developer(s) Disclosure Form (Rev. 05-19) that makes up the Applicant structure; and

(ii) A natural person Principal from each Developer appropriately identified on the Principals of the Applicant and Developer(s) Disclosure Form (Rev. 05-19).

(c) Additional separate meetings for each Non-Profit entity in a Joint Venture Applicant

Joint Venture Applicants will have an additional requirement as part of the Pre-Application Meeting process.

In addition to the Pre-Application Meeting described in (b) above, each non-profit entity that makes up a Joint Venture Applicant must schedule a separate meeting with the Corporation separately from its joint venture partner, whether for profit or Non-Profit, to explain their material role from predevelopment through operations, clarify that they understand the material participation requirements, and describe how they will materially participate. A minimum of one natural person Principal from each Non-Profit entity will be required to attend this separate meeting.

(d) Submission of the Pre-Application Meeting for Proposed Permanent Supportive Housing Developments Form

The Pre-Application Meeting for Proposed Permanent Supportive Housing Developments Form (Rev. 0910-2021) must be included as **Attachment 3** to Exhibit A\*;

(1) The form must be executed by the Corporation, confirming the date the meeting(s) took place and individuals present;

(2) The form must list the following natural persons, who must be the same required natural persons that attended the meeting:

- (i) A natural person Principal from each entity appropriately identified on the Principals of the Applicant and Developer(s) Disclosure Form (Rev. 05-19) that makes up the Applicant structure; and
- (ii) A natural person Principal from each Developer appropriately identified on the Principals of the Applicant and Developer(s) Disclosure Form (Rev. 05-19).

Note: No other documentation will be accepted or reviewed by Florida Housing Finance Corporation.

Note: One Principal may represent multiple entities.

Should any Principals that attend the pre-application meeting(s) change before submission of the Application, causing the Principals listed on the Pre-Application Meeting Form to be different from those listed on the Principals of the Applicant and Developer(s) Disclosure Form, in order to achieve the 10 points for this item, an additional Pre-Application Meeting must be requested by November 19, 2021 and held on or before December 31, 2021, in addition to all of the requirements above.

Entity means any corporation, limited liability company, limited partnership, trust, or Public Housing Authority, and any shareholder, member, manager, limited partner, or general partner of such entities that are not natural persons.

\*All forms may be found on the RFA Webpage.

- (7) Homeless Assistance Continuum of Care Requirements for All Applicants that selected the Demographic Commitment of Persons with a Disabling Condition

All Applicants that selected the Demographic Commitment of Persons with a Disabling Condition must meet the following requirements specific to its commitment, pursuant to this RFA, for the percentage of units designated to serve Homeless Households:

- (a) Provide documentation that the Applicant informed the jurisdiction’s Local Homeless Assistance Continuum of Care lead agency head of its intent to apply for funding to develop housing pursuant to this RFA must be submitted as **Attachment 3**;
- (b) Have an executed agreement to participate in the Continuum of Care’s Homeless Management Information System (HMIS); and will contribute data on the Development’s tenants to the Continuum of Care’s HMIS data system or, if serving Survivors of Domestic Violence, is providing aggregate data reports to the Continuum of Care. The executed agreement shall be required at least 6 months prior to the expected placed in service date; and

- (c) Commit to be a housing provider in the Local Homeless Assistance Continuum of Care’s Coordinated Entry system as required by the U.S. Department of Housing and Urban Development. The Applicant will utilize the Continuum’s Coordinated Entry System to meet the homeless demographic set-aside commitment, unless Florida Housing approves another approach to meet this demographic commitment.

b. Developer Information

- (1) State the name of each Developer, including all co-Developers.
- (2) Each Developer entity identified (that is not a natural person, Local Government, or Public Housing Authority) must be a legally formed entity qualified to do business in the state of Florida as of the Application Deadline. For each stated Developer entity that is not a natural person, Local Government, or Public Housing Authority, provide, as **Attachment 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) Developer Experience

(a) Required Developer Experience

A natural person Principal of at least one experienced Developer entity, which must be disclosed on the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 05-2019) outlined below, must have, since January 1, 2002 completed at least three affordable rental housing developments, at least one of which was financed utilizing low-income housing tax credits pursuant to Section 42, IRC, and completed since January 1, 2012. At least one of the three completed developments must consist of a total number of units no less than 50 percent of the total number of units in the proposed Development.

The individual meeting the Developer Experience requirements must be disclosed on the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 05-2019) and must remain with the Development until the release of the operating deficit guarantee set forth in subsection 67-48.0072(18), F.A.C.

For purposes of this provision, completed development means (i) that the temporary or final certificate of occupancy has been issued for at

least one unit in one of the residential apartment buildings within the development, or (ii) that at least one IRS Form 8609 has been issued for one of the residential apartment buildings within the development. As used in this section, a Housing Credit development that contains multiple buildings is a single development regardless of the number of buildings within the development for which an IRS Form 8609 has been issued.

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

Required Developer Prior Experience Chart

Provide, as **Attachment 4** to Exhibit A, a prior experience chart for each natural person Principal intending to meet the required Developer experience reflecting the information for the completed affordable rental housing developments, one of which must be a Housing Credit development.

Each prior experience chart must include the following information:

Developer Prior 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)	Affordable Housing Program that Provided Financing (e.g., Housing Credits, Tax-Exempt Bonds, HOME, SAIL, etc.)	Total Number of Units	Year Completed

(b) Developer Experience Withdrawal Disincentive (5 points)

(i) To be awarded five points in this RFA

Applications will be awarded five points if no Principal named in this RFA is also listed as a Developer, co-Developer or Principal of the Developer named on the Principals Disclosure Form included in RFA 2020-103, 2020-106, 2020-201, 2020-202, 2020-203, and 2020-204, 2021-103, 2021-106, 2021-201, 2021-202, 2021-203, and 2021-204, where an Application has been withdrawn any time subsequent to the applicable RFA’s Application Deadline, but on or before the execution of the Carryover Allocation Agreement(s) and payment of the Administrative Fee(s) for such Application(s).

For purposes of scoring this RFA, the Committee shall consider all such withdrawals that are made available to the Committee prior to the date that the Committee meets to make a recommendation to the Board.

(ii) The Withdrawal Disincentive as a Point Item in Future RFAs

In an effort to encourage the submission of quality Applications, the Corporation will award points for Developer experience in certain future RFAs. Applicants and Developers are on notice that any Application submitted in this RFA that is withdrawn any time subsequent to the Application Deadline but on or before the execution of the Carryover Allocation Agreement and payment of the Administrative fee will (if the future RFA so provides) result in a point reduction in the scoring of Developer experience in future Applications in which the Developer, Co-Developer or any Principal of the Developer(s) named in the Developer section of the Principals of the Applicant and Developer(s) Disclosure Form of the withdrawn Application is named for purposes of satisfying the Developer experience requirement in the future Application.

Note: As used herein, an Application withdrawal includes a withdrawal of an Application (or the funding under such Application) initiated or made by the Applicant or by the Corporation itself where such withdrawal by the Corporation is the result of the Applicant's failure to act in accordance with the terms of the RFA or to pay fees in a timely manner as required by the RFA. If an Applicant rejects or declines an invitation to enter credit underwriting within the deadline set forth in this RFA, this will be considered a withdrawal for the purposes of the withdrawal disincentive.

(c) Prior Development Experience a Point Item in Future RFAs

The Corporation will award points for Development Experience in certain RFAs beginning with the 2022/2023 RFA Cycle. Notice is given that any Principal of an Applicant and/or Developer(s) of any non-HUD financed Development\* or any non-RD financed Development\*\* funded in this RFA that also receives Board approval for any of (i) - (iii) below will be deemed ineligible for Development Experience points for exactly 2 years, commencing on the date of the Board's approval:

- (i) More than one exchange of credits, as outlined in the Qualified Allocation Plan, for the same non-HUD financed Development\* or any non-RD financed Development\*\* awarded since the Application Deadline of this RFA;
- (ii) At least one exchange of credits requiring Board approval, as outlined in the Qualified Allocation Plan, for two or more non-

HUD financed Developments\* or any non-RD financed Development\*\* funded in RFAs 2020-201, 2020-202, 2020-203, 2020-204, 2020-208, or 2020-211; or

- (iii) A waiver to Rule 67-48, F.A.C., extending the firm commitment deadline of a non-HUD financed Development\* or any non-RD financed Development\*\* awarded since the Application Deadline of this RFA.

\*A HUD financed Development is a Development that has received construction and/or permanent loan financing from HUD. All Developments without construction and/or permanent loan financing from HUD, which may include those with HUD subsidy funding such as PBRA, are considered non-HUD financed Developments.

\*\* An RD financed Development means a Development that has received construction and/or permanent loan financing from Rural Development (RD) within the United States Department of Agriculture (USDA). All Developments without construction and/or permanent loan financing from RD, which may include those with RD subsidy funding such as PBRA, are considered non-RD financed Developments.

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

(1) Eligibility Requirements

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

To meet eligibility requirements, the Principals Disclosure Form must identify, pursuant to subsections 67-48.002(94), 67-48.0075(8) and 67-48.0075(9), F.A.C., the Principals of the Applicant and Developer(s) as of the Application Deadline. A Principals Disclosure Form should not include, for any organizational structure, any type of entity that is not specifically included in the Rule definition of Principals. Per subsection 67-48.002(94), F.A.C., any Principal other than a natural person must be a legally formed entity as of the Application deadline.

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

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

Applicants will receive 5 points if the uploaded Principal Disclosure Form is either (a) stamped “Approved” at least 14 Calendar Days prior to the Application

Deadline; or (b) stamped “Received” by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped “Approved” prior to the Application Deadline.

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

The Advance Review Process for Disclosure of Applicant and Developer Principals is available on the RFA Webpage and also includes samples which may assist the Applicant in completing the required Principals Disclosure Form.

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

- (3) Material and non-material changes to the Applicant entity or Developer entity
- (a) 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.
  - (b) The name of the Applicant entity or Developer entity stated in the Application may be changed only by written request of an Applicant to Corporation staff and approval of the Corporation after the Applicant has been invited to enter credit underwriting.
  - (c) The Applicant entity shall be the recipient of the Housing Credits, and the borrowing entity for the SAIL loan(s) and cannot be changed in any way (materially or non-materially) until after the closing of the loan(s). After loan closing, (i) any material change will require review and approval of the Credit Underwriter, as well as approval of the Board prior to the change, and (ii) any non-material change will require review and approval of the Corporation, 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, officers or directors of a non-



profit entity, or the investor-limited partner of an Applicant limited partnership or the investor-member of an Applicant limited liability company owning the syndicating interest therein will not result in disqualification, however, the change must be approved by the Corporation.

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

d. General Management Company Information

Identify the Management Company and provide the requested contact information.

e. Community-Based Board of Directors Requirement

The Applicant must commit to structuring the Board of Directors affiliated with the Non-Profit Entity that is part of the Applicant Entity with a majority (at least 50 percent, plus one) of individuals that are Non-Related Board Members of any tenants or applicants for tenancy.

For this RFA, Non-Related Board Members means that these Board members and the Board Chair must not be related to, in a guardian role of, or in any way be a significant other of tenants or applicants for tenancy.

The Board and Property Manager shall not allow persons who are legally or informally related to current residents of or applicants for tenancy at the Development to be employees or volunteers in positions that make decisions related to the Development's operations, tenant application and selection, or coordination or provision of supportive services.

A Non-Profit Applicant must have bylaws that facilitate and ensure objective and experienced governance of the Non-Profit. The structure and operation of the Non-Profit, including both day-to-day administration and Board functions, may not be overseen by membership driven decisions.

A Non-Profit Applicant must have bylaws that facilitate and ensure objective and experienced governance of the Non-Profit. The structure and operation of the Non-Profit, including both day-to-day administration and Board functions, may not be overseen by membership driven decisions.

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 at

least one Non-Profit entity of the Applicant listed on the Principal Disclosure Form; (b) must have signature authority to bind the Applicant entity; (c) must sign the Applicant Certification and Acknowledgement form submitted in this Application; (d) must sign the Site Control Certification form submitted in this Application; (e) must sign the Florida Housing Finance Corporation Resident Community-Based Services Coordination Provider Or Principal Of Resident Community-Based Services Coordination Provider Certification (Form \_\_\_\_-21); and (f) if funded, will be the recipient of all future documentation that requires a signature.

- (2) A separate Operational Contact Person may be included, if desired. If provided, the Operational Contact Person will be the recipient of any general correspondence associated with the Development activities that does not require a signature. If an Operational Contact Person is not provided, the Authorized Principal Representative will be the recipient of any such documentation.

#### 4. General Proposed Development Information

- a. State the name of the proposed Development.
- b. Development Category
- (1) Indicate whether the proposed Development will create new housing through the Development Category of new construction or through acquisition with Rehabilitation\*.

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

For purposes of this RFA, creation of new housing means that the proposed Development is not currently contractually or otherwise legally obligated to provide affordable housing for individuals or families pursuant to any written instrument, rule, regulation or law. All New Construction Developments are considered to be creating new housing.

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

- (2) The proposed Development must meet the Development Category requirements for the applicable Development Category as listed below:
- (a) New Construction
- If selecting the Development Category of New Construction, all units must be new construction without any rehabilitation.
- (b) Rehabilitation with Acquisition

- (i) ~~less~~The proposed Development may consist of either (A) 100 percent Rehabilitation; or (B) a combination of new construction and Rehabilitation if less than 50 percent of the total new units ~~must be~~are new construction;
- (ii) The proposed Development must meet the definition of Rehabilitation and the definition of Substantial Rehabilitation, in Rule 67-48.002, F.A.C.;
- (iii) The proposed Development is not currently contractually or otherwise legally obligated to provide affordable housing for individuals or families pursuant to any written instrument, rule, regulation or law; and
- (iv) Rehabilitation expenses within one 24-month period for the building(s) being rehabilitated must meet the criteria for both items below:
  - (A) The estimated total amount of rehabilitation expenses must be equal to or greater than 20 percent of the adjusted basis of the acquired building; and
  - (B) The qualified basis of the estimated total amount of rehabilitation expenses per low-income unit must be greater than or equal to \$25,000.

For scoring purposes, the Corporation performs a calculation to verify these criteria are met and displays the results on the bottom of the Detail/Explanation Sheet of the Development Cost Pro Forma (page 4) using the values within the Development Cost Pro Forma as identified below. The calculations are determined as follows:

Calculation information for (A) above:

To calculate the estimated total amount of rehabilitation expenses: Begin with the eligible Development Cost (Column 1, Item C), subtract eligible Total Acquisition Costs of Existing Development excluding land (Column 1, Item B), add eligible Developer Fee on Non-Acquisition Costs (Column 1, found within Item D, subject to RFA limits).

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

To calculate the adjusted basis of the acquired building:

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

Calculation information for (B) above:

Calculate the estimated total amount of rehabilitation expenses as described in the above calculation information for (A) above.

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

c. Development Type

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

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

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

Note: Any dwelling unit that consists of more than one story, (e.g. Townhouse), is prohibited. Also, Group homes, Assisted Living Facilities, and other specialized licensed residential facilities, or units within a condominium complex are not eligible for funding in this RFA.

d. Enhanced Structural Systems (“ESS”) Construction Qualifications

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

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

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

- (2) Any new construction buildings with the Development Type of Mid-Rise (4, 5 or 6 story) that utilize a ESS Podium Structure shall qualify as “ESS Construction.” New 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 must utilize at least 85 percent of the square footage for parking or non-commercial utility/ancillary building uses only. Up to 15 percent of the square footage can be used for other non-residential purposes.

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 be ESS Construction if the answer to question 4.d. of Exhibit A is “Yes.” This will be verified during the credit underwriting process. If this cannot be verified the Development will no longer be considered ESS Construction, and funding awarded under this RFA may be rescinded.

~~e. Combination of Development Categories, Development Types, or ESS/non-ESS Construction~~

e. Breakdown of number of units

Complete the chart in Exhibit A of the RFA reflecting the appropriate breakdown reflecting the number of units within each of the Development Categories, Development Types, or ESS/non-ESS Construction, for purposes of the Total Development Cost Per Unit Limitation calculation and the Leveraging Classification calculation.

**5. Location of Proposed Development**

a. Indicate the Medium or Large county where the proposed Development will be located.

Large	Medium	
Broward	Alachua	Manatee
Duval	Bay	Marion
Hillsborough	Brevard	Martin
Miami-Dade	Charlotte	Okaloosa
Orange	Citrus	Osceola
Palm Beach	Clay	Pasco
Pinellas	Collier	Polk
	Escambia	St. Johns
	Flagler	St. Lucie
	Hernando	Santa Rosa
	Highlands	Sarasota
	Indian River	Seminole
	Lake	Sumter
	Lee	Volusia
	Leon	

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. Note: Developments are limited to three 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) Developments are limited to three Scattered Sites;
- (2) A part of the boundary of each Scattered Site must be located within ½ mile of a part of the boundary of the Scattered Site with the most units;

- (2) Site control and Ability to Proceed must be demonstrated in the Application for all Scattered Sites; and
  - (3) All Scattered Sites must be located within the same county.
- d. Latitude/Longitude Coordinates
- (1) Provide a Development Location Point stated in decimal degrees, rounded to at least the sixth decimal place. If the proposed Development consists of Scattered Sites, as of Application Deadline the Development Location Point must affirmatively be established on the site with the most units, as outlined in subsection 67-48.002(34), F.A.C., and latitude and longitude coordinates for each Scattered Site must also be provided.
  - (2) If the proposed Development consists of Scattered Sites, for each Scattered Site that is in addition to the Development Location Point information provided in (1) above, provide the latitude and longitude coordinates of one point located anywhere on the Scattered Site. The coordinates must be stated in decimal degrees and rounded to at least the sixth decimal place.

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

- e. Confirmation that the proposed Development is not located in a known flood zone or wetland area

All successful Applicants that select the Development Category of New Construction will be awarded NHTF Funding for the required NHTF Units and also any optional NHTF Units, and therefore will be required to comply with the HUD environmental requirements as provided in 24 CFR 93.301(f)(1) and (2).

Confirm that the proposed Development is not located in a known flood zone or wetland area by providing, as **Attachment 5**, evidence dated within six months of the Application Deadline. This evidence may be in the form of printed information from the following websites confirming that the Development Location Point and, if Scattered Sites, that the provided latitude and longitude coordinates of all other sites of the proposed Development stated in question 5.d. of Exhibit A are located outside of the flood zone and wetland areas.

- Mapping software from the National Wetlands Inventory can be found at the webpage <https://www.fws.gov/wetlands/> (which is also available [here](#)).
- Mapping software from the FEMA Flood Map Service Center can be found at the webpage <https://msc.fema.gov/portal/home> (which is also available [here](#)).

The Development's location within a flood zone or wetland area is subject to further verification in credit underwriting.

Note: Applicants will not be charged a fee for the environmental review.

## 6. Number of Units and Buildings

- a. ~~The total units include all set-aside units, manager units, and if applicable, market rate units.~~ State the total number of units that will be in the proposed Development upon completion. The total units include all set-aside units, Manager Units as described in Rule Chapter 67-53, F.A.C., and if applicable, market rate units.
- (1) Applicants that commit to serve the Persons with a Disabling Condition Demographic Commitment:
- (a) The minimum number of units in the Development is 30.
- (b) There is no maximum number of units.
- (2) Applicants that commit to serve the Persons with Developmental Disabilities Demographic Commitment:
- (a) The minimum number of units in the Development is 30.
- (b) The maximum number of units in the Development is 60.
- b. If there are existing occupied units and if the Development is funded, a plan for relocation of existing tenants will be required to be provided to the Credit Underwriter, as outlined in Exhibit D.
- c. Income Set-Aside Commitments
- (1) Minimum Set-Aside Commitments per Section 42 of the IRC
- Per Section 42 of the IRC, elect one of the following minimum set-aside commitments:
- 20% of the units at 50% or less of the Area Median Income (AMI)
  - 40% of the units at 60% or less of the AMI
  - Average Income Test

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

The Average Income Test requires that (a) forty percent or more of the residential units in the Development be both rent-restricted and occupied by individuals whose income does not exceed the imputed income limitation designated by the Applicant with respect to the respective unit, subject to the



special rules relating to income limitation which (b) require the Applicant to designate the imputed income limitation of each unit taken into account under (a) above, such that the average of the imputed income limitations of all units designated by the Applicant shall not exceed 60 percent of the area median income. The designated imputed income limitation of any such unit shall be in 10-percent increments as follows: 20 percent, 30 percent, 40 percent, 50 percent, 60 percent, 70 percent, or 80 percent of the area median income.

(2) Set-Aside Commitments per Corporation Requirements

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

(a) Total Income Set-Aside Commitment

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

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

The proposed Development must set aside a required percentage of total units for ELI Households.

- (i) If the Average Income Test is not selected, 15 percent of the total units must be set aside for Extremely Low Income (ELI) Households. Applicants that commit to serve Persons with a Disabling Condition and do not commit to the Average Income Test are eligible for ELI Loan funding for one-third of the required ELI Set-Aside units, (i.e., five percent of the total units). Applicants that commit to serve Persons with Developmental Disabilities are not eligible for ELI Loan funding. For purposes of this provision, the requirement to set aside units for ELI Households refers to the ELI Area Median Income (AMI) level for the county where the proposed Development is located outlined in the chart below.
- (ii) If the Average Income Test is selected, 20 percent of the total units must be set aside for Extremely Low Income (ELI) Households. The ELI AMI level will be 30%, regardless of county. The Applicant is not eligible for ELI Loan funding, regardless of the demographic commitment.

## (iii) ELI AMI Levels and ELI Loan Funding Amounts

Applicants that commit to serve Persons with a Disabling Condition and do not commit to the Average Income Test are eligible for ELI Loan funding for one-third of the required ELI Set-Aside units, (i.e., five percent of the total units), up to the maximum ELI request amounts outlined in Section Four A.10.a.(2)(b) of the RFA.

If the Applicant chooses the Average Income Test at d.(1) above, the ELI AMI level will be 30%, regardless of county. For all other Applicants, the requirement to set aside units for ELI Households refers to the ELI Area Median Income (AMI) level for the county where the proposed Development is located. The ELI AMI levels for all Applicants and, for Applicants that selected the Demographic Commitment of Persons with a Disabling Condition, the ELI Loan Amounts Per Bedroom Count for each County are outlined below. If the Unit Mix stated by the Applicant is adjusted during the credit underwriting process, the ELI Loan funding amount may be decreased, but under no circumstances shall it be increased.

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

County	2021 ELI AMI	0 & 1 Bedroom Units	2 Bedroom Units	3 & Higher Bedroom Units
Alachua	33%	\$70,900	\$83,100	\$93,700
Baker	33%	\$71,300	\$83,800	\$94,200
Bay	35%	\$60,200	\$70,600	\$79,700
Bradford	40%	\$41,300	\$48,600	\$54,700
Brevard	33%	\$70,400	\$82,500	\$93,000
Broward	28%	\$100,900	\$118,400	\$133,600
Calhoun	40%	\$39,800	\$46,500	\$52,500
Charlotte	35%	\$58,100	\$68,200	\$76,900
Citrus	40%	\$39,800	\$46,500	\$52,500
Clay	33%	\$72,500	\$85,000	\$95,900
Collier	28%	\$96,700	\$113,300	\$128,000
Columbia	40%	\$42,300	\$49,500	\$55,800
DeSoto	40%	\$39,800	\$46,500	\$52,500
Dixie	40%	\$39,800	\$46,500	\$52,500

County	2021 ELI AMI	0 & 1 Bedroom Units	2 Bedroom Units	3 & Higher Bedroom Units
Duval	33%	\$72,500	\$85,000	\$95,900
Escambia	33%	\$66,900	\$78,400	\$88,400
Flagler	33%	\$66,500	\$78,200	\$88,200
Franklin	40%	\$41,700	\$48,700	\$55,100
Gadsden	30%	\$82,200	\$96,200	\$108,600
Gilchrist	33%	\$70,900	\$83,100	\$93,700
Glades	40%	\$39,800	\$46,500	\$52,500
Gulf	40%	\$42,100	\$49,300	\$55,600
Hamilton	40%	\$39,800	\$46,500	\$52,500
Hardee	40%	\$39,800	\$46,500	\$52,500
Hendry	40%	\$39,800	\$46,500	\$52,500
Hernando	33%	\$71,500	\$83,800	\$94,600
Highlands	40%	\$39,800	\$46,500	\$52,500
Hillsborough	33%	\$71,500	\$83,800	\$94,600
Holmes	40%	\$39,800	\$46,500	\$52,500
Indian River	33%	\$70,700	\$82,700	\$93,500
Jackson	40%	\$39,800	\$46,500	\$52,500
Jefferson	30%	\$82,200	\$96,200	\$108,600
Lafayette	40%	\$40,900	\$48,000	\$54,100
Lake	30%	\$82,200	\$96,200	\$108,600
Lee	33%	\$69,800	\$81,800	\$92,100
Leon	30%	\$82,200	\$96,200	\$108,600
Levy	40%	\$39,800	\$46,500	\$52,500
Liberty	40%	\$39,800	\$46,500	\$52,500
Madison	40%	\$39,800	\$46,500	\$52,500
Manatee	30%	\$83,200	\$97,300	\$109,700
Marion	40%	\$40,000	\$46,700	\$52,700
Martin	33%	\$69,200	\$81,200	\$91,700
Miami-Dade	25%	\$113,400	\$133,100	\$150,000
Monroe	25%	\$127,700	\$149,800	\$168,800
Nassau	33%	\$72,500	\$85,000	\$95,900
Okaloosa	30%	\$84,700	\$99,200	\$111,700
Okeechobee	40%	\$39,800	\$46,500	\$52,500
Orange	30%	\$82,200	\$96,200	\$108,600
Osceola	30%	\$82,200	\$96,200	\$108,600
Palm Beach	28%	\$98,300	\$115,200	\$129,800
Pasco	33%	\$71,500	\$83,800	\$94,600
Pinellas	33%	\$71,500	\$83,800	\$94,600
Polk	40%	\$44,200	\$51,900	\$58,500
Putnam	40%	\$39,800	\$46,500	\$52,500

County	2021 ELI AMI	0 & 1 Bedroom Units	2 Bedroom Units	3 & Higher Bedroom Units
Saint Johns	33%	\$72,500	\$85,000	\$95,900
Saint Lucie	33%	\$69,200	\$81,200	\$91,700
Santa Rosa	33%	\$66,900	\$78,400	\$88,400
Sarasota	30%	\$83,200	\$97,300	\$109,700
Seminole	30%	\$82,200	\$96,200	\$108,600
Sumter	35%	\$60,400	\$70,800	\$79,800
Suwannee	40%	\$39,800	\$46,500	\$52,500
Taylor	40%	\$39,800	\$46,500	\$52,500
Union	40%	\$39,800	\$46,500	\$52,500
Volusia	35%	\$58,700	\$68,700	\$77,500
Wakulla	33%	\$70,700	\$83,100	\$93,500
Walton	33%	\$67,300	\$79,000	\$89,100
Washington	40%	\$39,800	\$46,500	\$52,500

(c) National Housing Trust Fund (NHTF) Units

(i) Required NHTF Units

If the Applicant committed to the Development Category of New Construction, the Applicants are required to subsidize a certain number of deep targeted units for Persons with Special Needs (NHTF Units) at 22 percent AMI

The number of units that must be set aside as NHTF Units is based on the County Size.

- If the proposed Development is located in a Large County, four units that were committed to serving 60% AMI (or higher if an adequate amount of 60 percent units are not available) will be deemed NHTF Units;
- If the proposed Development is located in a Medium County, three units that were committed to serving 60% AMI (or higher if an adequate amount of 60 percent units are not available) will be deemed NHTF Units.

(ii) Optional NHTF Units

Applicants that commit to the Development Category of New Construction will also have the option to subsidize additional units for Persons with Special Needs (NHTF Units) at 22 percent AMI.

The maximum number of total NHTF Units (required NHTF Units plus optional NHTF units) is the lesser of 10 NHTF Units or 10% of the total number of units in the proposed Development.

- (iii) NHTF Unit requirements (apply to both required and optional NHTF Units)
- NHTF Units will be committed to serving 22 percent AMI;
  - All NHTF Units are in addition to the requirement to set aside ELI Set-Aside units as calculated in (b) above;
  - All NHTF Units must be set aside as Link units for Persons with Special Needs who are referred by a Corporation-designated Special Needs Household Referral Agency;
  - All NHTF Units will be eligible for forgivable NHTF loan funding as outlined in Section Four, A.10.(a)(4) and Exhibit I of the RFA.
  - After 30 years, all of the NHTF Units may convert to serve residents at or below 60 percent AMI; and
  - For purposes of the Average Income Test, NHTF Units will be treated as 60 percent AMI units.

(e) Examples of the Requirements Above

- (i) Application A is a New Construction Development in a Medium County that consists of 107 total units and did not commit to Average Income Test nor optional NHTF Units.

In this example, 17 units, (15 percent of the total units, rounded up), must be set-aside as ELI Set-Aside units. ELI Loan Funding will be made available for one third of these ELI Set-Aside Units, up to the lesser of the amount listed in the chart in 6.c.(2)(b) above, or \$600,000. In addition, because the Applicant did not elect to commit to optional NHTF Units, only three units will be set aside as NHTF Units and qualify for NHTF Funding as outlined in Exhibit I of this RFA.

- (ii) Application B is a New Construction Development in a Large County that consists of 106 total units. The Applicant committed to the Average Income Test but did not commit to provide optional NHTF Units.

In this example, 22 units, (20 percent of the total units, rounded up), must be set-aside as ELI Set-Aside units. Because the Applicant committed to the Average Income Test, the Applicant

is not eligible for ELI Loan funding. Because the Applicant did not elect to commit to optional NHTF Units, only four units will be set aside as NHTF Units and qualify for NHTF Funding as outlined in Exhibit I of this RFA.

- (iii) Application C is a New Construction Development in a Medium County that consists of 107 total units and did not commit to Average Income Test, but did commit to the maximum number of NHTF Units which is 10 NHTF Units in this example (three required, plus seven optional = 10 NHTF Units. 10 percent of the total units would be 11 NHTF Units and Applicants are limited to the lesser of 10 NHTF Units or 10% of the total units.)

In this example, 17 units, (15 percent of the total units, rounded up), must be set-aside as ELI Set-Aside units. ELI Loan Funding will be made available for one third of these ELI Set-Aside Units, up to the lesser of the amount listed in the chart in 6.c.(2)(b) above, or \$600,000. In addition, because the Applicant committed to seven optional NHTF Units, 10 units will be set aside as NHTF Units and qualify for NHTF Funding as outlined in Exhibit I of this RFA.

- (d) Tenant Selection Plan

With the exception of Developments financed with HUD Section 811, ~~a United States Department of Agriculture RD program~~, the Tenant Selection Plan shall be submitted by the owner to the Corporation for approval within 21 Calendar Days of the date of the invitation to enter credit underwriting. The Tenant Selection Plan Guidelines and Tenant Selection Plan Checklist can be found on the webpage <https://www.floridahousing.org/programs/developers-multifamily-programs/competitive> (also available by clicking [here](#)). Exhibit G of the RFA also describes requirements for tenant selection policies.

If a Development has a Housing Assistance Payment and/or an Annual Contributions Contract with HUD, the Tenant Selection Plan must be sent to the Corporation for preliminary approval before sending to HUD. Note: HUD approval may take several months. HUD approval shall be demonstrated to the Corporation prior to the completion of the final credit underwriting report.

- (3) Total Set-Aside Breakdown Chart

Complete the applicable Total Set-Aside Breakdown Chart provided in question 6.c.(2) of Exhibit A.

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

Indicate on the chart at 6.c.(2)(a) of Exhibit A the percentage of residential units, stated in whole numbers, to be set aside at each selected AMI level. If the Total Set-Aside Breakdown Chart reflects that either the Total Set-Aside Percentage or the ELI commitment does not meet the Set-Aside requirements, this Application will not be eligible for funding.

Note: Because NHTF Units are set aside for 30 years, and because they may be adjusted downward and recalculated after awards are made, Applicants should not represent any NHTF Units in this chart.

Methodology Used by the Corporation to Convert the Percentage of Total Units to Set-Aside Units and, if applicable, Market Rate Units

- (i) First, calculate of the number of Set-Aside Units for the lowest AMI level commitment.

The percentage associated with the lowest AMI level that the Applicant commits to will be multiplied by the total units, rounded up to the next whole unit. The result will be the number of Set-Aside Units at the lowest AMI level commitment.

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

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

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

- (iii) Then, calculate the number of Set-Aside Units for each remaining AMI level, if applicable.

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

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

To calculate the number of market-rate units, the total number of Set-Aside Units will be subtracted from the total number of units.

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

If committing to the Average Income Test, Applicants must indicate on the chart at 6.c.(2)(b) of Exhibit A the number of Set-Aside Units, stated in whole numbers, to be set aside at each selected AMI level.

Note: Because NHTF Units are set aside for 30 years, and because they may be adjusted downward and recalculated after awards are made, Applicants should not represent any NHTF Units in this chart.

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

Note: The Development Cost Pro Forma includes an Average Income Test worksheet to assist Applicants in this calculation. After entering the number of units into this worksheet, the percentage of total units is calculated, which may reflect numbers represented with decimal places instead of whole numbers. This is acceptable for the Average Income Test calculation. Additionally, the Average AMI of the Qualifying Housing Credit Units will be calculated automatically.

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

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

- (i) First, state the total number of Set-Aside Units at each AMI commitment.
- (ii) Then, at each AMI commitment, multiply the number of Set-Aside Units by the AMI percentage (e.g., a commitment of 13 Set-Aside Units at 30 percent AMI would be calculated as follows:  $13 \times 0.30 = 3.9$ ).
- (iii) Repeat this calculation at each AMI level. Then add the results together.



- (iv) Divide the number calculated in (iii) by the total number of Set-Aside Units stated in (i).
- (v) This number must be equal to or less than 60 percent to meet the eligibility requirement. If the Average AMI of the Qualifying Housing Credit Units exceeds 60 percent, this Application will not be eligible for funding.

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

Note: ELI units must be proportionally distributed across the Unit Mix stated at question 6.d. of Exhibit A (e.g., Zero Bedroom, one bedroom, and two bedroom units). If the ELI Set-Aside units are not proportionally distributed across the unit mix, the Corporation will redistribute the ELI Set-Aside units as needed. If the Development will serve the Demographic Commitment of Persons with a Disabling Condition, this may cause a reduction to the ELI Loan Amount as further outlined in 10.a.(2)(b) of the RFA.

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

Note: A worksheet has been provided at the RFA Website. The worksheet will automatically calculate the number of set-aside units at each required AMI level using the methodology described in (c) below.

d. Unit Mix

(1) Completing the Unit Mix Chart

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

(2) Unit Mix Restrictions

- Units must consist of Zero, one, or two bedrooms only;
- At least 50 percent of the total units, rounded up, must be one bedroom units; and
- No more than 50 percent of the total units, rounded up, may be Zero Bedroom Units.

Note: Only Developments that will serve the Persons with a Disabling Condition Demographic Commitment are eligible to apply for SAIL funding and therefore are also eligible for ELI Loan funding. The maximum ELI funding amount per eligible ELI Set-Aside unit the proposed Development is eligible to receive is based on the information listed by the Applicant on the Unit Mix chart as

further outlined in Section Four A.10.a.(2)(b) of this RFA. This may cause a reduction to the ELI Loan Amount as further outlined in 10.a.(2)(b) of the RFA.

e. Number of Buildings

State the anticipated number of residential buildings.

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

f. Compliance Period

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

(1) Demographic Commitments

- (a) Applicants must irrevocably commit to the Demographic Commitment selected at question 2.a. of Exhibit A for a minimum of 50 years.
- (b) Applicants that commit to serve the Persons with a Disabling Condition Demographic Commitment must irrevocably commit to the Persons with a Disabling Condition population(s) Demographic Commitment selected at question 2.b. of Exhibit A for a minimum of 12 years. After the initial 12 years, the Applicant may submit a request to the Corporation that allows the Applicant to commit to a different population(s) Demographic Commitment provided at 2.b. of Exhibit A if the appropriate Level 1 or Level 2 Accessibility Requirements are met at the Development for the population(s).

(2) Income Set-Aside Commitments

- (a) Applicants that commit to serve the Persons with a Disabling Condition Demographic Commitment

If the Applicant did not commit to the Average Income Test, after 15 years all of the ELI Set-Aside Units that were associated with the ELI Loan Funding may convert to serve residents at or below 60 percent AMI and, if the NHTF Units are **not** stated in Total Set-Aside Breakdown Chart, after 30 years, all of the NHTF Units may convert to serve residents at or below 60 percent AMI.

If the Applicant committed to the Average Income Test, the ELI Set-Aside Units must remain at 30 percent AMI or less throughout the

entire Compliance Period. If the NHTF Units are **not** stated in Total Set-Aside Breakdown Chart, after 30 years, all of the NHTF Units may convert to serve residents at or below 60 percent AMI.

- (b) Applicants that commit to serve the Persons with Developmental Disabilities Demographic Commitment

Applicants that commit to serve the Persons with Developmental Disabilities Demographic Commitment must irrevocably commit to the income set-aside commitments stated in the Total Set-Aside Breakdown Chart for a minimum of 50 years and, if the NHTF Units are **not** stated in Total Set-Aside Breakdown Chart, after 30 years, all of the NHTF Units may convert to serve residents at or below 60 percent AMI.

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

## 7. Readiness to Proceed

- a. Site Control

Demonstrate site control by providing, as **Attachment 8\*** to Exhibit A, the properly completed and executed Florida Housing Finance Corporation Site Control Certification form (Form Rev. 08-18), which is provided on the RFA Webpage.

For the Site Control Certification form to be considered complete, as an attachment to the form, include the documentation required in Items (1), (2), and/or (3), as indicated below, demonstrating that it is a party to an eligible contract or lease, or is the owner of the subject property. Such documentation must include all relevant intermediate contracts, agreements, assignments, options, conveyances, intermediate leases, and subleases. If the proposed Development consists of Scattered Sites, site control must be demonstrated for all of the Scattered Sites.

\*Note – Attachments 6 and 7 are intentionally omitted.

- (1) An eligible contract must meet all of the following conditions:
- (a) It must have a term that does not expire before August 31, 2022 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 August 31, 2022;
  - (b) It must specifically state that the buyer's remedy for default on the part of the seller includes or is specific performance;
  - (c) The Applicant must be the buyer unless there is an assignment of the eligible contract, signed by the assignor and the assignee, which assigns

all of the buyer's rights, title and interests in the eligible contract to the Applicant; and

(d) The owner of the subject property must be the seller, or is a party to one or more intermediate contracts, agreements, assignments, options, or conveyances between or among the owner, the Applicant, or other parties, that have the effect of assigning the owner's right to sell the property to the seller. Any intermediate contract must meet the criteria for an eligible contract in (a) and (b) above.

- (2) Proof of Ownership through a recorded document such as a Deed or Certificate of Title – The documentation must be recorded in the county in which the property is located and show the Applicant as the sole Grantee.
- (3) Lease - 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.

Note: The Corporation will not review the site control documentation that is submitted with the Site Control Certification form during the scoring process unless there is a reason to believe that the form has been improperly executed, nor will it in any case evaluate the validity or enforceability of any such documentation. During scoring, the Corporation will rely on the properly executed Site Control Certification form to determine whether an Applicant has met the requirement of this RFA to demonstrate site control. The Corporation has no authority to, and will not, evaluate the validity or enforceability of any eligible site control documentation that is attached to the Site Control Certification form during the scoring process. During credit underwriting, if it is determined that the site control documents do not meet the above requirements, the Corporation may rescind the award.

b. Ability to Proceed

Demonstrate the following Ability to Proceed elements as of Application Deadline, for the entire proposed Development site, including all Scattered Sites, if applicable, as outlined below. The Florida Housing Ability to Proceed Verification forms are provided on the RFA Webpage. Note: The Applicant may include the Florida Housing Ability to Proceed Verification forms that were included in a previous RFA submission for the same proposed Development, provided (i) the form(s) used for this RFA are labeled Form Rev. 06-2020, (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.** 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 9** 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. 06-20); or
  - (b) The Florida Housing Finance Corporation Local Government Verification that Permits are Not Required for this Development form (Form Rev. 06-20).
  
- (2) **Availability of Water.** Demonstrate that as of the Application Deadline water is available to the entire proposed Development site by providing as **Attachment 10** to Exhibit A:
  - (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Water form (Form Rev. 06-20); or
  - (b) Documentation 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 documentation may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.
  
- (3) **Availability of Sewer.** Demonstrate that as of the Application Deadline sewer capacity, package treatment or septic tank service is available to the entire proposed Development site by providing as **Attachment 11** to Exhibit A:
  - (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Sewer Capacity, Package Treatment, or Septic Tank form (Form Rev. 06-20); or
  - (b) Documentation from the waste treatment service provider that contains the Development location, the number of units, and is dated within 12 months of the Application Deadline. The documentation may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.

## 8. Construction Features

All units are expected to meet all requirements as outlined below. If the proposed Development consists of rehabilitation, the proposed Development's ability to provide all construction

features will be confirmed as outlined in Exhibit F. The quality of the construction features committed to by the Applicant is subject to approval of the Board of Directors.

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

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

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

The above documents are available on the RFA Webpage.

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

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

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

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;
- 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 or commercial grade dryer per every 15 units. To determine the required number of washers and dryers for the on-site laundry facility; divide the total number of the Development's units by 15, and then round the equation's total up to the nearest whole number;
  - At least one washing machine and one dryer shall be front loading that meets the accessibility standards of Section 504;
  - If the proposed Development consists of Scattered Sites, the laundry facility shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both.

- (2) All proposed Developments must include the following general features on the site.

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

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

- A Community Building/dedicated space that includes:
  - At least one private office space with a door for resident purposes such as meeting with case managers and/or counselors; and
  - At least one enclosed training room with a door to conduct group training and educational activities for residents.

Note: If the Development meets the definition of Scattered Sites, the Community Building/dedicated space must be located on the site with the most units.

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

Federal and state law and building code regulations requires that programs, activities, and facilities be readily accessible to and usable by persons with disabilities. 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.

(1) Level 1 Accessibility Requirements

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

- (a) Set aside a minimum of 20 percent of the total units, rounded up, as fully accessible units in accordance with the 2010 ADA Standards for Accessible Design, regardless of whether the proposed Development consists of new construction or Substantial Rehabilitation. These fully accessible units must (A) be on an accessible route and provide mobility features that comply with the residential dwelling units provision of the 2010 ADA Standards for Accessible Design; and (B) be equally distributed among different unit sizes and Development types and must be dispersed on all accessible routes throughout the Development; and
- (b) Set aside at least an additional 10 percent of the total units, rounded up, to be accessible to persons with visual and hearing impairments in accordance with the 2010 ADA Standards for Accessible Design, regardless of whether the proposed Development consists of new construction or Substantial Rehabilitation. The units that are accessible to persons with visual and hearing impairments shall comply with the communication features described for Residential Dwelling units with Communication Features in the 2010 ADA Standards for Accessible Design.

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

(2) Level 2 Accessibility Requirements

All Applicants that did NOT select (i) the Persons with Developmental Disabilities Demographic Commitment or (ii) the Persons with a Disabling Condition Demographic Commitment and subpopulation of (a) Adult persons requiring independent living services in order to maintain housing or develop



independent living skills and who have a Disabling Condition that currently impairs or is likely to impair their physical mobility at question 2.b.(1) of Exhibit A; and/or (b) Persons receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits at question 2.b.(2) of Exhibit A shall be required to do the following:

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

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

d. Required Green Building Features in all Developments

- (1) All new construction units and, as applicable, all common areas must have the features listed below and all rehabilitation units are expected to have all of the following required Green Building features unless found to be not appropriate or feasible within the scope of the rehabilitation work utilizing a capital needs assessment as further explained in Exhibit F of this RFA:
  - Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);
  - Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
    - Toilets: 1.28 gallons/flush or less,
    - Urinals: 0.5 gallons/flush,
    - Lavatory Faucets: 1.5 gallons/minute or less at 60 psi flow rate,
    - Showerheads: 2.0 gallons/minute or less at 80 psi flow rate;

- Energy Star certified refrigerator;
- Energy Star certified dishwasher;
- Energy Star certified ventilation fan in all bathrooms;
- Water heater minimum efficiency specifications:
  - Residential Electric:
    - Up to 55 gallons = 0.95 EF or 0.92 UEF; or
    - More than 55 gallons = Energy Star certified; or
    - Tankless = 0.97 EF and Max GPM of  $\geq 2.5$  over a 77° rise or 0.87 UEF and GPM of  $\geq 2.9$  over a 67° rise;
  - Residential Gas (storage or tankless/instantaneous): Energy Star certified,
  - Commercial Gas Water Heater: Energy Star certified;
- Energy Star certified ceiling fans with lighting fixtures in bedrooms;
- Air Conditioning (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. Package Terminal Air Conditioners (PTACs) / Package Terminal Heat Pumps (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);
- 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);

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

- (2) In addition to the required Green Building features outlined in (1) above, proposed Developments with the Development Category of New Construction must achieve one of the following Green Building Certification programs: Leadership in Energy and Environmental Design (LEED); Florida Green Building Coalition (FGBC); Enterprise Green Communities; or ICC 700 National Green Building Standard (NGBS).
- (3) In addition to the required Green Building features outlined in (1) above, proposed Developments with a Development Category of Rehabilitation must select enough additional Green Building features in Exhibit A so that the total point value of the features selected equals at least 10 points. Failure to select at

least 10 points worth of the features will result in the Application failing to meet this requirement.

- e. Items to be included in the rehabilitation scope of work, as outlined in Exhibit F
- (1) All Applicants will be required to address the following required items:
    - (a) Required features outlined in a. and c. above. If the CNA provider determines that the required items cannot be addressed within the contemplated budget, the proposed Development will be deemed infeasible and the Corporation will rescind funding from the proposed Development;
    - (b) All items outlined in b. above;
    - (c) Immediate repair items as identified in the CNA report that threaten the health and safety of the residents, as well as items identified as being in violation of recorded building and/or fire codes;
    - (d) Critical repair items identified in the CNA report that require immediate remediation to prevent additional substantial deterioration to a particular system, address an immediate need observed by the CNA consultant, or extend the life of a system critical to the operation of the property;
    - (e) Green building items outlined in 8.d. above, considering the appropriateness and feasibility of the features and the remaining useful life, as outlined in the CNA provider's final report. For the additional Green Building features selected by the Applicant at question 8.d.(3) of Exhibit A, a total of 10 points must be maintained; and
    - (e) Items identified in the CNA report as having a remaining useful life of 5 years or less.
  - (2) Once items in (1) above have been addressed in the Rehabilitation Scope of Work, the following items may be added to the scope, if within the remaining available budget.
    - (a) Items identified in the CNA report as having a remaining useful life of 6-15 years.
    - (b) Features and amenities that add to the marketability of the Development.

## 9. Required Resident Programs

### Resident Community-Based Services Coordination

The provision of community-based services coordination will be the responsibility of the Applicant, but may be in conjunction with public and/or private partnerships as approved by the Corporation in credit underwriting. All proposed Developments will be required to assist

interested residents with the coordination of their community-based services. The purpose is to assist each resident to become aware of, access and/or maintain adequate and appropriate community-based services and resources. It is not the intent for this resident service to take the place of services coordination already provided for a resident by a program and/or agency as part of their supportive services plan. The focus shall be to assist residents not receiving community-based services coordination by another program and/or agency, as well as to assist those residents who need additional assistance with coordination of community-based services.

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

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

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

## **10. Funding**

### **a. Corporation Funding**

#### **(1) Competitive Housing Credits**

##### **(a) Housing Credit Request Amount**

##### **(i) State the amount of Housing Credits being requested.**

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

Applicant is eligible to request (“Eligible Housing Credit Request Amount”).

(ii) Maximum Housing Credit Request Chart

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

County Category*	Eligible Housing Credit Request Limit
Medium County	\$1,700,000
Large County	\$2,375,000

(iii) All proposed Developments in this RFA qualify for the basis boost. If the proposed Development that is subject to this RFA also qualifies for the HUD-designated basis boost and is a multiphase Development, Applicants may declare this Development a first phase or subsequent phase by providing the information required in (b) or (c) below.

(b) Declaration as First Phase of a Multiphase Development

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

During the credit underwriting process, an opinion letter must be submitted to the Corporation by a licensed attorney that the Development meets the definition of a “multiphase project” as defined in the Federal Register related to the Statutorily Mandated Designation of Difficult Development Areas and Qualified Census Tracts for the applicable year. The letter must also include: (i) the name of the declared first phase Development and the Corporation-assigned Application number, (ii) the total number of phases and the projected Development name for each phase, (iii) the total number of buildings in each phase, (iv) the expected completion date for each phase, and (v) any other information as determined by the Corporation and stated in the invitation to enter credit underwriting.

(c) Basis Boost Qualifications

With regard to Housing Credits, HUD provides regulatory guidance on the effective date of Difficult Development Area (DDA) and Qualified Census Tract (QCT) lists for the purpose of determining whether a Development qualifies for an increase in eligible basis in accordance with Section 42(d)(5)(B) of the IRC. HUD's notice published on the webpage <https://www.huduser.gov/portal/datasets/qct.html> (also available by clicking [here](#)) governs the eligibility for a basis boost for the Development proposed in this RFA.

(i) Subsequent Phase of a Multiphase Development

For purposes of this RFA, a subsequent phase of a multiphase Development is one where the first phase was located within a HUD-designated DDA or HUD-designated QCT and appropriately identified as such, and received an award of Housing Credits ("initial award") in one of the following: (i) the 2011 Universal Application Cycle, (ii) a Request for Proposal or Request for Application ("RFP" or "RFA") issued in calendar year 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 or (iii) a Non-Competitive Housing Credit Application (awarded through a Corporation competitive RFA process or a Non-Corporation Bond issuer's competitive application).

For the phase to qualify as a subsequent phase, after the initial award, (A) the Applicant must have submitted an Application for Housing Credits in immediately consecutive years, per the HUD requirements, (B) the 730-day period following the initial award must not end prior to the submission deadline for the Corporation's competitive RFA or a Non-Corporation Bond issuer's competitive application, per HUD's requirements, and (C) the subsequent phase must have at least one building located within the boundary of the declared HUD-designated DDA or HUD-designated QCT which applied to the Development declared as the first phase by the first phase Applicant.

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

The proposed Development's subsequent phase status will be confirmed during the credit underwriting process. If it is determined that the proposed Development does not meet the criteria to be designated a subsequent phase of a

multiphase Development, it will no longer be considered a subsequent phase of a multiphase Development.

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

A proposed Development may qualify as a first phase and be eligible for the basis boost in subsequent RFAs if the proposed Development is located within a HUD-designated Small Area DDA (SADDA), as defined in Section 42(d)(5)(B)(iii), IRC. The SADDA designation will only apply to the building(s) located within the applicable SADDA Zip Code Tabulation Area (ZCTA) and only those building(s) will be eligible for the basis boost.

HUD has assigned a ZCTA number to each SADDA, available on the webpage

<https://www.huduser.gov/portal/datasets/qct.html> (also available by clicking [here](#)). The applicable HUD mapping software is available at

[https://www.huduser.gov/portal/sadda/sadda\\_qct.html](https://www.huduser.gov/portal/sadda/sadda_qct.html) (also available by clicking [here](#)).

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

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

(iii) HUD-designated Non-Metropolitan DDA

A proposed Development may qualify as a first phase and be eligible for the basis boost in subsequent RFAs if the Development county, as stated in Exhibit A, is located within a HUD-designated non-metropolitan DDA as defined in Section 42(d)(5)(B)(iii), IRC. The 2021 HUD-designated non-metropolitan DDAs are available on the webpage <https://www.huduser.gov/portal/datasets/qct.html> (also available by clicking [here](#)).

(iv) HUD-designated QCT

A proposed Development may qualify as a first phase and be eligible for the basis boost in subsequent RFAs if the entire Development is located, as of Application Deadline,

within a HUD-designated QCT, as defined in Section 42(d)(5)(B)(ii), IRC, as amended and based on the current census, as determined by HUD.

The HUD-designated QCTs are available on the webpage <https://www.huduser.gov/portal/datasets/qct.html> (also available by clicking [here](#)).

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

(v) Demographic Basis Boost

If the Development is not located in a HUD-designated DDA (Non-Metropolitan DDA or Small Area DDA) or a QCT as provided above, the Application will qualify for a 30% basis boost as authorized by the Housing and Economic Recovery Act of 2008 and the Corporation's most recently authorized Qualified Allocation Plan.

(d) Housing Credit Equity Proposal

A Housing Credit equity proposal must be provided as **Attachment 12**. For purposes of this RFA, to be counted as a source, an equity proposal, regardless of whether the documentation is in the form of a commitment, proposal, term sheet or letter of intent, must meet the requirements set out below:

- (i) If the Eligible Housing Credit Request Amount is less than the anticipated amount of credit allocation stated in the equity proposal, the equity proposal will be considered a source of financing and, 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 Eligible Housing Credit Request Amount. If the Eligible Housing Credit Request Amount is greater than the anticipated amount of credit allocation stated in the equity proposal, the equity proposal will be considered a source of financing and the maximum amount of Housing Credit equity to be permitted for scoring in the Development Cost Pro Forma will be the amount stated in the equity proposal.
- (ii) If syndicating/selling the Housing Credits, the Housing Credit equity proposal must meet the following criteria:



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

If the limited partnership agreement or limited liability company operating agreement has closed, the closed agreement must be provided. To be counted as a source of financing, the partnership agreement or operating agreement must meet the requirements above or submit separate documentation, signed by the equity provider, expressly stating any required criteria not provided in the agreement.

- (iii) If not syndicating/selling the Housing Credits, the owner's commitment to provide equity must be provided. The commitment must include the following information and evidence of ability to fund must be provided as **Attachment 12** to the Application:
- The proposed amount of equity to be paid prior to construction completion;
  - The anticipated Housing Credit Request Amount;
  - The anticipated dollar amount of Housing Credit allocation to be purchased; and
  - The anticipated total amount of equity to be provided.

Note: Exhibit D to the RFA outlines the documentation required to be submitted during credit underwriting demonstrating that the equity amount to be paid prior to or simultaneous with the closing of construction financing is at least 15 percent of the total proposed equity to be provided (the 15 percent criteria).

- (2) SAIL must be requested by all Applicants that commit to the Persons with a Disabling Condition Demographic Commitment.

The SAIL loan shall be non-amortizing with an interest rate as outlined in Section Four A.2.a.(2) of the RFA. The terms and conditions of the SAIL loan are further outlined in Rule Chapter 67-48, F.A.C.

- (a) State the amount of SAIL funding being requested in Exhibit A and on the Development Cost Pro Forma.

The SAIL Request Amount plus the ELI Loan Request Amount is limited to the lesser of the following:

- (i) \$4,000,000;
  - (ii) 35 percent of the Total Development Cost.
- (b) ELI Loan Request Amount

The ELI loan is a forgivable loan as further outlined in Exhibit H.

Applicants that commit to the Persons with a Disabling Condition Demographic Commitment and not the Average Income Test are eligible for ELI Loan funding for the required ELI Set-Aside units, not to exceed the lesser of (i) \$600,000; or (ii) the maximum amount based on the ELI Set-Aside per unit limits, as outlined in Section Four, A.6. above, for five percent of the total units (calculated by multiplying the total number of units by 0.15 rounded up, then subtracting the units calculated by multiplying the total number of units by 0.10 rounded up).

Note: Applicants that committed to the Average Income Test will not be eligible to receive ELI Loan funding.

The amount of ELI Loan funding the proposed Development is eligible to receive should be stated in Exhibit A, as well as on the Construction/Rehab and Permanent Analysis. Note: Applicants are limited to a total SAIL Request (SAIL plus ELI Loan) of \$4,000,000. Applicants not requesting the maximum amount of ELI funding will still be required to set aside ELI Set-Aside Units as outlined in Section Four, A.6. of this RFA. If the Applicant lists an amount of ELI Loan funding that is greater than the amount for which the Applicant is eligible, the Corporation will reduce the amount to the maximum eligible amount, as outlined immediately below, within the priority sequence provided in (c) below.

The ELI Loan will be limited to an amount not to exceed the ELI Set-Aside per unit limits that are dependent upon the proposed Development's unit mix and the county where the proposed Development is located, as outlined on the chart at Section Four, A.6. above. For each proposed ELI Set-Aside unit, the proposed Development must take a unit that would otherwise be at 60 percent AMI or higher and restrict it as an ELI Set-Aside unit. The ELI Set-Aside units must be distributed across the unit mix on a pro-rata basis. To ensure this proportionate distribution, Applicants are strongly encouraged to use the ELI and NHTF Maximum Determination Worksheet which is available on the RFA Webpage. By entering the data into the Worksheet, the number and unit mix of the ELI Set-Aside units along with the maximum amount of the ELI Loan will calculate automatically. This maximum ELI Loan amount can then be entered into

the appropriate Application response. However, if the ELI Set-Aside units are not proportionately distributed across the unit mix or if a per unit funding amount(s) is used that is higher than the limit permitted, the Corporation will redistribute the ELI Set-Aside units and/or utilize the appropriate per unit funding limit, as needed, to lower the ELI Loan Amount to the maximum allowed. The terms and conditions of the ELI Loan are outlined in Exhibit H of the RFA.

(c) Additional adjustments, if applicable

During the scoring process, if the Applicant states a SAIL and/or ELI Loan Request Amount that is greater than the amount the Applicant is eligible to request, the Corporation will reduce the amount down to the maximum amount the Applicant is eligible to request. The Applicant's SAIL and ELI Loan Request Amount will be reviewed for compliance with the per unit limit and per Development limit. If the SAIL Request Amount plus the ELI Request Amount exceeds the maximum allowed, the SAIL amount will be reduced so that the maximum of SAIL plus ELI is equal to the maximum allowed.

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

- (3) Applicants that select the Persons with Developmental Disabilities Demographic Commitment may request up to \$4,600,000 in grant funding. There is no additional funding for the required ELI Set-Aside Units.

(4) NHTF Loan Funding

Applicants that commit to the Development Category of New Construction will be awarded NHTF Funding for each required NHTF Unit and each optional unit, up to the maximums stated in Section Four, A.6. above, using the process outlined in Exhibit I of the RFA.

The NHTF loan shall be a forgivable loan with an interest rate of 0 percent for 30 years. The terms and conditions of the NHTF loans are further outlined in Exhibit I of the RFA.

Because NHTF Funding award amounts are calculated after Applications are selected for funding, NHTF Funding will not be counted as a source of funding on the Development Cost Pro Forma.

(5) 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) List any other Corporation funding that is intended to be utilized as a source of financing for the proposed Development.

b. Non-Corporation Funding

Unless stated otherwise within this RFA, for funding, other than Corporation funding and deferred Developer Fee, to be counted as a source on the Development Cost Pro Forma, provide documentation of all financing proposals from both the construction and the permanent lender(s), equity proposals from the syndicator, and other sources of funding. The financing proposals must state whether they are for construction financing, permanent financing, or both, and all attachments and/or exhibits referenced in the proposal must be provided as **Attachment 15\*** to Exhibit A.

\*Attachments 13 and 14 are intentionally omitted from this RFA.

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

(1) Financing Proposal

Financing proposal documentation, regardless of whether the documentation is in the form of a commitment, proposal, term sheet, or letter of intent, must meet the following criteria.

Each financing proposal shall contain:

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

Note: Eligible Local Government financial commitments (i.e., grants and loans) can be considered a source of financing without meeting the requirements above if the Applicant provides the properly completed and executed Local Government Verification of Contribution – Grant Form (Form 07-2019) and/or the Local Government Verification of Contribution – Loan Form (Form 07-2019) and such grant and/or loan is effective at least through December 31, 2022. A loan with a forgiveness provision (and no

accrued interest charges) requiring approval of the Local Government can be treated as a loan or a grant, for scoring purposes. Either the "Loan" or the "Grant" verification forms can be used. The grant and loan forms (Form 07-2019) are available on the RFA Webpage. If the loan form is used for a loan with forgiveness provision (and no accrued interest charges), the space for entering the net present value of the loan is not applicable to this RFA and will not be considered.

(2) Financing that has closed:

- (a) If the financing has closed in the Applicant's name, provide a letter from the lender acknowledging that the loan has closed. The letter must also include the following information:
- Amount of the construction loan, if applicable;
  - Amount of the permanent loan, if applicable; and
  - Specific reference to the Applicant as the borrower/direct recipient/mortgagee.
- (b) If the financing involves an assumption of debt not currently in the Applicant's name, as evidence that the lender approves of the proposal of assumption, provide a letter from the lender, dated within six months of the Application Deadline, that includes the following information:
- Specifically references the Applicant as the assuming party;
  - If a permanent loan, states the amount to be assumed; and
  - If a construction loan, states the maximum amount of funding capacity.
- (c) If the financing proposal is not from a Regulated Mortgage Lender in the business of making loans or a governmental entity, evidence of ability to fund must be provided. Evidence of ability to fund includes: (i) a copy of the lender's most current audited financial statements no more than 17 months old; or (ii) if the loan has already been funded, a copy of the note and recorded mortgage. The age of all financial statements is as of the Application Deadline. In evaluating ability to fund, the Corporation will consider the entity's unrestricted current assets typically used in the normal course of business. Assets considered restricted include, but are not limited to, pension funds, rental security deposits, and sinking funds. Financing proposals from lenders who cannot demonstrate ability to fund will not count as a source of financing. Financial statements must be included in the Application. Note: This provision does not apply to deferred Developer Fee.

In the case where the seller (or lessor) of the Development's property is providing a seller's or lessor's note (purchase money mortgage or equivalent) to help finance the Applicant's acquisition of the property,

evidence of its ability to fund the amount of the note is not needed so long as the Application includes a letter from the seller or lessor that meets the financing proposal criteria outlined in (2)(a) above and the amount of the note is equal to or less than the purchase price of the property.

- (d) If a financing proposal shows an amount less than the corresponding line item on the Development Cost Pro Forma, only the financing proposal amount will be considered as a funding source. However, if a financing proposal shows an amount greater than the corresponding line item on the Development Cost Pro Forma, up to the total amount of the financing proposal amount may be utilized as a funding source, if needed.
- (e) The loan amount may be conditioned upon an appraisal or debt service coverage ratio or any other typical due diligence required during credit underwriting.
- (f) Financing proposals may be conditioned upon the Applicant receiving the funding from the Corporation for which it is applying.
- (g) If a financing proposal has a provision for holding back funds until certain conditions are met, the amount of the hold-back will not be counted as a source of construction financing unless it can be determined that the conditions for the release of the hold-back can be met prior to or simultaneous with the closing of the Development's permanent financing.
- (h) Grant funds are contributions to the Development, other than equity, which carry no repayment provision or interest rate. A commitment for grant funds will be considered a commitment 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 Application 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

Each Developer Fee component listed in (a) and (b) below shall not exceed the respective amounts described below:

- (a) Developer Fee on Acquisition Costs, is limited to 21 percent\* of the Total Acquisition Cost of Existing Development (excluding land) stated on the Development Cost Pro Forma in Column 3 of Item B, rounded down to the nearest dollar; and
- (b) Developer Fee on Non-Acquisition Costs, is limited to 21 percent\* of the net amount after deducting Total Acquisition Cost of Existing Development (excluding land) (Column 3 of Item B) from the Development Cost stated on the Development Cost Pro Forma in Column 3 of Item C, rounded down to the nearest dollar.

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

- If the amount of Developer Fee on Acquisition Costs is more than the amount allowed in (a) above, AND if the amount of Developer Fee on Non-Acquisition Costs is less than the amount allowed in (b) above, the Corporation will reduce the amount of Developer Fee on Acquisition Costs to the maximum allowed amount, and increase

the amount of Developer Fee on Non-Acquisition Costs by the amount reduced in the Developer Fee on Acquisition Costs, up to the maximum allowed amount.

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

\*The Developer Fee is limited to 16 percent of the Development Cost; however, the Corporation will allow Applicants to provide a Developer Fee up to 21 percent of the Development Cost to be stated on the Development Cost Pro Forma, with up to 5 percent of the Development Cost placed in an operating deficit reserve account to be held by the Corporation or its servicer. This portion of the total Developer Fee is referred to as the operating deficit reserve proportion. The operating deficit reserve portion will be verified and sized during credit underwriting. Any disbursements from said operating deficit reserve account shall be reviewed and approved by the Corporation or its servicer. Upon the expiration of the Compliance Period, any remaining balance may be drawn to pay down any outstanding Corporation debt on the proposed Development. If there is no Corporation loan debt on the proposed Development at the end of the Compliance Period, then any remaining balance in said operating deficit reserve account shall be placed in a replacement reserve account for the proposed Development. In no event shall the remaining balance in said operating deficit reserve account be paid to the Developer.

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 (a) 5 percent of hard and soft costs for Development Categories of New Construction; or (b) 15 percent of hard costs and 5 percent of soft costs for Development Categories of Rehabilitation with Acquisition, as further described in Rule Chapter 67-48, F.A.C. The determination of the contingency reserve is limited to the maximum stated percentage of total actual construction costs (hard costs) and general development costs (soft costs), as applicable.

(4) Operating Deficit Reserves

An operating deficit reserve is not to be included as part of Development Costs and cannot be used in determining the maximum Developer Fee. Applicants may not enter any amounts pertaining to any type of reserve other than the contingency reserve mentioned above and, if applicable, any reserve permitted in the RFA and established as a subset of Developer Fee, 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 and the Developer Fee subset, if applicable, can be identified and is included in the Development Cost Pro Forma, the Corporation will remove it during Application scoring.

Permitted costs related to supportive services are not considered operating expenses for the purpose of drawing down operating subsidy reserve.

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

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

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.

d. Qualifying Financial Assistance Funding Preference

To qualify for the Qualifying Financial Assistance Preference, one of the following requirements must be met:

- (1) Cash Funding equals at least 3 percent of the Applicant's Eligible SAIL Request Amount (exclusive of the ELI Loan amount) or Grant Request Amount, as applicable

To qualify, Applicants must state the amount of cash loans, cash grants and/or cash on hand ("Cash Funding") from Local Government entities and/or other non-Corporation permanent sources (all of which, for purposes of this provision, will be considered to be "Qualifying Financial Assistance") and, for each permanent source, provide evidence that meets the criteria for all non-corporation permanent sources. If the Qualifying Financial Assistance sources are equal to at least 3 percent of the Applicant's Eligible SAIL Request Amount (exclusive of the ELI Loan amount) or Grant Request Amount, as applicable, the Applicant will receive a funding preference. If the Applicant qualifies for this funding preference and is awarded funding under this RFA, provide and maintain an amount equal to or greater than 3 percent of the Applicant's Eligible SAIL Request Amount (exclusive of the Eligible ELI Loan Request Amount) or Grant Request Amount, as applicable, within the permanent sources of financing.

Any Qualifying Financial Assistance identified in this section must be included on the Development Cost Pro Forma and utilized for permanent funding as presented in the RFA if the Applicant is awarded funding under this RFA.

The financing proposal documentation or other related support documentation for the Qualifying Financial Assistance must be provided in accordance with Item 10.b. above and will be reviewed for financing terms, including the ability to fund if the funds are not coming from a Regulated Mortgage Lender, and

must meet all stated requirements to be counted as a permanent funding source in order to be considered Qualifying Financial Assistance. Qualifying Financial Assistance for which acceptable funding proposals are not provided will not be counted as a source of funding or as Qualifying Financial Assistance.

If a financing proposal shows an amount less than the corresponding line item at question 10.d. of Exhibit A, only the financing proposal amount will be considered Qualifying Financial Assistance. However, if a financing proposal shows an amount in excess of the corresponding line item at question 10.d. of Exhibit A, up to the total amount of the financing proposal amount may be utilized as Qualifying Financial Assistance, if needed.

(2) Donation of Land by a Local Government

To qualify, the Total Development Cost cannot consist of any land costs in excess of the allowable costs outlined below; the entire site must have been donated or will be donated from a Local Government to the Applicant; and, when submitted, the site control documentation must reflect one of the following:

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

Note: In-kind donations, waivers of any fees, and any funding from the Corporation are not considered Qualifying Financial Assistance, although they can be used to help reduce costs in the construction of the proposed Development.

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.

e. Per Unit Construction Funding Preference

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

- (a) Applications with a Development Category of New Construction, and
- (b) Applications with a Development Category of Rehabilitation, with Acquisition, that reflect an amount of at least \$32,500 per unit when the amount listed in the Total column of the Development Cost Pro Forma for the Development Cost line item A1.1 (Actual Construction Cost) is divided by the number of total units in the Development.

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

Applications with a Development Category of Rehabilitation, with Acquisition, that reflect an amount less than \$32,500 per unit, when the amount listed in the Total column of the Development Cost Pro Forma for the Development Cost line item A1.1 (Actual Construction Cost) is divided by the number of total units in the Development.

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

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

Applicants may qualify for an “Add-On Bonus” used in the Total Development Cost Per Unit Base Limitation calculation described in Section Five and in Item 1 of Exhibit C of the RFA, and the PHA Add-On used in the Leveraging Calculation described in Item 2 of Exhibit C if at least one of the following is met:

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

Note: For purposes of the “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 a Public Housing Authority has one of the above-described relationships with the Applicant, state the name of the Public Housing Authority.

g. Allowances for Higher Costs of Enhanced Safety and Accessibility Features

The Total Development Cost Per Unit Base Limitations chart in Section Five, A.1 and Item 1 of Exhibit C of the RFA describes a multiplier available to all Applicants in this RFA that commit to enhanced safety and accessibility features to accommodate the households of the designated demographic commitment that are associated with higher costs (“Construction Features Multiplier”). Such features are listed below:

**Safety**

- Purchase and installation of emergency generators for electricity outages
- Structure hardening of a common space(s) to meet State and local codes for wind event shelters
- Emergency assistance response/communication systems in dwelling units

**Accommodations for Mobility and Sensory Impairments**

- Additional square footage in dwelling units or common space
- Greater noise abatement/attenuation between units
- Assistive technology hardware
- For those serving Demographic Commitments that require Level 1 Accessibility Requirements, additional fully accessible units, above the required number of units, in accordance with the 2010 ADA Standards for Accessible Design

To qualify for the Construction Features Multiplier, commit to providing construction features that will further address the safety of the residents pursuant to the designated demographic commitment or better accommodate their mobility and sensory needs a question 10.g. of Exhibit A.

These features must be in addition to the requirements set forth throughout this RFA. No additional points will be associated with this item.

**Application of the Construction Features Multiplier:**

*During the scoring evaluation process*

During the scoring evaluation process, if a commitment is made at question 10.g. of Exhibit A to include the enhanced safety and accessibility features that are associated with higher costs, the Total Development Cost Per Unit Limitation will be calculated using the Construction Features Multiplier in lieu of the other non-geographic multipliers. Developments may still be eligible for TDC Add-Ons if those qualifications are met.

*During the credit underwriting and Final Cost Certification Process*

During credit underwriting (prior to engaging the Plan and Cost Review) and at Final Cost Certification described in Item 1 of Exhibit C of this RFA, all successful Applications that qualified for the Construction Features Multiplier must provide a detailed itemized list of the accessibility and safety features that extend beyond the required features and amenities in this RFA as well as the estimated costs of these features.

All qualifying costs will initially be subtracted from the Total Development Cost. That adjusted Total Development Cost will be used to determine whether the Total Development Cost Per Unit Limitation is met using the methodology in Item 1 of Exhibit C of this RFA, with all multipliers and TDC Add-Ons that apply with the exception of the Construction Features Multiplier. If the adjusted Total Development Cost meets the Per Unit Limitation tests, the qualifying costs will be included in the adjusted Total Development Cost and the Per Unit Limitation process will be calculated again, using the Construction Features Multiplier in lieu of the other non-geographic multipliers. An Applicant that qualifies for the Construction Features Multiplier must pass both TDC PU Limitation tests at time of credit underwriting and at time of final cost certification.

## B. Additional Information

### 1. Verifying Application Fee Payment

To ensure that the Application Fee is processed for the correct online Application, the following is ***strongly recommended***: (i) provide the Application Fee at least 48 hours prior to the Application Deadline; and (ii) whether paying by check, money order, ACH or wire transfer, include the Development Name, RFA number with the payment.

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

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

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

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

### 3. Addenda

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

## C. Narrative Scoring

The following narrative section allows for Applicants to provide detailed responses about the Development. Each response must address the specific criteria identified in the corresponding description. When scoring narrative responses, Florida Housing will only consider the written responses provided in Exhibit A. When assigning points for each narrative section, only the narrative for that particular requirement will be considered. Information in other narrative sections will not be considered. It is recommended to account for all criteria for each response, even if it requires repeating information in multiple narrative responses.

1. Operating/Managing Permanent Supportive Housing Experience (Maximum of 45 points)

The viability and sustainability of Permanent Supportive Housing is contingent upon the Development having the necessary experience and capacity to successfully operate and manage the traditional functions of affordable rental housing; as well as understanding how to facilitate housing stability and access to community-based resources and services for the tenants.

For points, the Applicant should describe its or, its management company's capacity and experience performing traditional rental housing operations and management functions related to Outreach and Marketing; Tenant Application and Selection; Leasing and Lease Enforcement; Operations and Rental Subsidies; Property Maintenance and Security; Funding and Regulatory Compliance and Reporting; as well as administering optional or required Resident Programs pursuant to the RFA. (30 points)

For points, the Applicant should also describe its capacity and experience to operate and manage the required provision of community-based services coordination relevant to services and resources that are relevant to assist the intended residents have housing stability and integrated lives in the community. The Applicant should also describe its operations and management approach for helping the tenant address and mitigate issues that have or may violate their lease and housing stability. The services coordination staff may or may not be the same staff helping on behalf of the resident to address or mitigate a lease issue. (15 points)

In both descriptions, the focus should be on the years of experience performing the described functions, qualifications of the entity(s), and any best practices that are followed in performing the function(s) related to operating and managing Permanent Supportive Housing and serving the intended households.

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

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

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

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

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

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

a. Access to community-based general services (Maximum 20 Points)

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

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

b. Access to community-based services and resources that address tenants' needs (Maximum of 35 Points)

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



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

The description provided in all Applications should include the following:

- (1) The Development's physical proximity to health care and services, and/or which services/programs will be provided on-site. If the description of how the intended residents will access the services includes public transportation, such as bus or rail, state the exact measurement of walking distance to the current bus or rail stop from the proposed Development. State how frequently the bus or rail stop may be accessed by the residents of the proposed Development. Include the cost to the tenant of all public and/or private transportation options listed;
- (2) All key services and programs that will be provided directly through the Applicant, community partnership or other providers to assist the intended residents, and the benefits of offering these services/programs; and
- (3) If the intended residents are those who are transitioning from an institution or community residential care, in addition to the above information, describe how the transitioning residents' preferences and continued support and healthcare needs will be met through access to community-based resources now that the individual will be living in the independent Permanent Supportive Housing Development. This includes physical, medical, behavioral, functional, and social preferences and needs, as applicable. Explain how these will be identified and how the determination will be made that the services, supports and resources needed to live independently are available at the proposed Development. Explain how the Resident Services Coordination Plan service plan is supported at the proposed Development. Examples would be 24-hour staff, capacity for specialized medical equipment, and/or partnerships with a Managing Entity, as defined by the Agency for Healthcare Administration or Medicaid Managed Care organization, as defined by the Department of Children and Families.

Applicants that are proposing Developments serving the Persons with Disabling Conditions Demographic Commitment should also include the following in the description provided:

The nature of any partnerships with the Local Homeless Assistance Continuum of Care lead agency and members as well as other relevant linkages with lead agencies or services providers that are key to helping the intended households maintain stability in the community. These descriptions should describe how the provision of the services is funded.

The Applicant's description(s) is limited to no more than three typed pages within the text box at question C.2b. of Exhibit A. Note: Although the online Application system allows for more than three pages, any portion of the

description that is beyond three pages will not be considered. If the Applicant is awarded funding but unable to fulfill some or all of the commitments stated, the funding may be rescinded.

3. Assist Intended Residents in Meeting their Housing Stability and Self-Sufficiency Needs, Goals and Expectations

The intent of Permanent Supportive Housing financed pursuant to this RFA includes assisting residents in meeting their needs, goals and expectations related to housing stability and self-sufficiency. As a result of the complex short- and long-term needs of intended residents who benefit from Permanent Supportive Housing, the Corporation's objective is to finance Developments in which the Applicant has a strong knowledge of and experience providing assistance, relevant to housing stability and self-sufficiency.

In its narrative, the Non-profit entity's described experience should come from experience as a current provider of housing and/or supportive services. The description should be pertinent to households the Applicant proposes to serve at the proposed Development. This narrative is not meant to promote serving residents with fewer or less acute needs who may have higher permanent housing stability or self-sufficiency, but rather to help improve permanent housing outcomes for all individuals of the intended population. Scoring will be based on the relevance and successful outcomes of the supports offered over the last 18 months that are particular to and appropriate for the intended households proposed to be served in question 2 of Exhibit A of this RFA.

The narrative should indicate whether the approach is considered a "Best Practice" as it fits the definition in Exhibit B or is considered an evidence-based practice by supportive housing stakeholders.

For each section below, describe in detail how Non-Profit entity has worked to assist households to meet these needs, goals and expectations over the 18 months prior to the RFA issuance. The description should include information regarding the efforts made and practices used; the type and depth of partnerships with community organizations or agencies directly related to helping households obtain and/or maintain their permanent housing stability and self-sufficiency needs, goals, and expectations; as well as demonstrated successful outcomes from the described efforts. Describe the organizations, such as homeless service agencies, child welfare, and health care providers with which partnerships have been developed. The description should include the contributions of each entity in the partnership and how the work of the partnership has benefited Persons with Special Needs in meeting their needs, goals and expectations related to housing stability and self-sufficiency.

a. Permanent Housing Stability (Up to 10 points)

Describe in detail how the Applicant has worked to assist households to meet their permanent housing needs, goals and expectations to create housing stability over the 18 months prior to the RFA issuance.

The description is limited to no more than two typed pages within the text box at question C.3.a. of Exhibit A. Note: Although the online Application system

allows for more than two pages, any portion of the description that is beyond two pages will not be considered.

b. Self-Sufficiency (Up to 10 points)

Describe in detail how the Applicant has worked to assist households in meeting their self-sufficiency needs, goals and expectations over the 18 months prior to the RFA issuance. The assistance may be related to a household’s income, benefits, education/training, or ability to meet its activities of daily living.

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

**SECTION FIVE  
SCORING AND EVALUATION PROCESS**

**A. Scoring the RFA**

**1. Determining Eligibility**

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

<b>Eligibility Items</b>
Submission Requirements met*
Applicant Certification and Acknowledgement form provided and meets requirements
Demographic Commitment selected
At least one Persons with a Disabling Condition population selected, if applicable
Demographic Commitment description provided
Name of Applicant provided
Evidence Applicant is a legally formed entity provided
Evidence that Applicant qualifies as a Non-Profit Applicant provided
Services Coordination Experience Requirement Met
Documentation that the Applicant informed the jurisdiction’s Local Continuum of Care lead agency head of its intent to apply for funding to develop housing pursuant to this RFA provided, if applicable
Name of Each Developer provided
Evidence that each Developer entity is a legally formed entity provided
Developer Experience Requirement met
Principals for Applicant and Developer(s) Disclosure Form provided and meets requirements
Contact information for Management Company provided
Confirmation provided that the Board of Directors affiliated with the Non-Profit Entity that is part of the Applicant Entity has a majority of

individuals that are Non-Related Board Members of any tenants or applicants for tenancy
Authorized Principal Representative provided and meets requirements
Name of Proposed Development provided
Development Category selected
Development Category Qualifying Conditions met
Development Type provided
Breakdown of number of units associated with each Development Type, Development Category and ESS/Non-ESS provided, <b>if applicable</b>
County identified
Address of Development Site provided
Question whether a Scattered Sites Development answered
Development Location Point provided
Latitude and Longitude Coordinates for any Scattered Sites provided, if applicable
Total Number of Units provided and within limits
Number of new construction units and rehabilitation units provided
Minimum Set-Aside election provided
Total Set-Aside Breakdown Chart properly completed
Unit Mix provided and meets requirements
Number of residential buildings provided
Evidence of Site Control provided
Appropriate Zoning demonstrated
Availability of Water demonstrated
Availability of Sewer demonstrated
Green Building Certification or Minimum Additional Green Building Features selected, as applicable
Applicant's Housing Credit Request Amount provided
Applicant's SAIL or Grant Request Amount provided, as applicable
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 Requirement and Insurance Deficiency Requirement met**
Verification of no prior acceptance to an invitation to enter credit underwriting for the same Development in a previous RFA ***
Verification of no recent de-obligations ****
Total Development Cost Per Unit Limitation met*****
Minimum of 124 points achieved

\* Submission Requirement

To be eligible for funding, the following submission requirements must be met:  
 (i) the Application must be submitted online by the Application Deadline, and (ii) the required Application fee must be submitted as of the Application Deadline.

\*\* Financial Arrearage Requirement and Insurance Deficiency Requirement

An Application will be deemed ineligible for funding if, as of close of business **two days\*** before the Committee meets to make a recommendation to the Board, either of the following occur: (1) 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; or (2) an Applicant or Developer or Principal, Affiliate or Financial Beneficiary of the Applicant or Developer has an insurance deficiency for any Development awarded Corporation resources, which are in first lien position, issued during or after September 2016 that is governed by the Insurance Guide posted to the Corporation's Website under the link <https://www.floridahousing.org/data-docs-reports/insurance-guide> (also accessible by clicking [here](#)).

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

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

\*\*\* Previous Funding Requirements

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

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

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

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

\*\*\*\*\* Total Development Cost Per Unit Limitation

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

The Corporation shall limit the Total Development Cost (TDC) per unit for all Developments categorized by the construction type of the units as indicated below and this limit is referred to as the TDC Per Unit Limitation. It is a limit based on TDC, (after excluding items described in the note below the chart), applying any applicable TDC multiplier and/or TDC add-on. The proposed Development’s TDC will be tested against the TDC Per Unit Limitation, utilizing the Development Type, Development Category and ESS Construction determination made by the Applicant in the RFA and it will apply to the number of units in the proposed Development for each unique combination of unit types identified in the table provided in question 4.e. of Exhibit A or for the entire proposed Development if said table is left blank.

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 Non-ESS*	Garden ESS*	Mid-Rise-Non-ESS*	Mid-Rise-ESS*	High-Rise*	Garden*	Non-Garden*
Maximum TDC Per Unit Limitation ** for all counties except Broward, Miami-Dade and Palm Beach counties	\$270,100	\$311,900	\$311,900	\$344,700	\$358,000	\$146,900	\$221,600
Maximum TDC Per Unit Limitation ** for Broward,	\$284,500	\$327,100	\$327,100	\$361,000	\$374,700	\$153,600	\$232,600

Miami-Dade and Palm Beach counties							
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)							
Non-Geographic Multiplier - Demographic Commitment of either persons with a Disabling Condition or Persons with Developmental Disabilities (all Applicants in this RFA) that commit to enhanced safety and accessibility features described in Section Four A.10.g. of the RFA (“Construction Features Multiplier”).***						60%	
Non-Geographic Multiplier - Demographic Commitment of either persons with a Disabling Condition or Persons with Developmental Disabilities (all Applicants in this RFA)						90%	
Non-Geographic Multiplier - TDC Multiplier for all Developments that consist of 50 total units or less						90%	
Non-Geographic Multiplier - TDC Multiplier for all Developments that consist of more than 50 total units, but not more than 80 total units						95%	
TDC Add-On for Applicants that have a PHA/instrumentality of a PHA as a Principal or for Applicants that have a land lease with a PHA for the proposed Development’s location which has a Declaration of Trust between the PHA and HUD						\$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-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. 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 to be provided in the final cost certification under the building acquisition and land owned cost line items. In addition, the costs identified by any Applicant as the construction costs associated with commercial and/or retail space are excluded from the TDC Per Unit Limitation process. 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 acquisition price (building and land), construction costs associated with the delivery of commercial/retail space, operating deficit reserves and certain PHA costs described herein are referred to in Exhibit C in the congregate as applicable qualifying costs.

**2. Awarding Points**

Point Items	Maximum Points
Submission of Principal Disclosure Form that is either (a) stamped “Approved” at least 14 Calendar Days prior to the Application Deadline; or (b) stamped “Received” by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped “Approved” prior to the Application Deadline	5
Bookmarking Attachments prior to submission	5
Submission of Executive Director Certification of Non-Profit Entity Qualifications Form (Rev. 09-21) stamped “Received” by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped “Approved” prior to the Application Deadline	10
Submission of Corporation-approved Pre-Application Meeting form that meets requirements of the RFA	10
Developer Experience Withdrawal Disincentive	5

Operating/Managing Experience	45
Access to Community-Based Services and Resources:	--
Access to Community-Based General Services	20
Access to Community-Based Services and Resources that Address Tenants' Needs	35
Assist Intended Residents in Meeting their Housing Stability and Self-Sufficiency Needs, Goals and Expectations	--
Permanent Housing Stability	10
Self-Sufficiency	10
<b>Total Possible Points</b>	<b>155</b>

## B. Selection Process

### 1. Funding Available

- a. Competitive Housing Credits: \$2,750,000
- b. SAIL: \$4,000,000
- c. Grant Funding: \$4,600,000

### 2. Application Sorting Order

The highest scoring Applications will be determined by first sorting together all eligible Applications from highest score to lowest score, with any scores that are tied separated in the following order:

- a. First, by Managing Permanent Supportive Housing Experience points received in question C.1. of Exhibit A;
- b. Next, by the Application's Leveraging Classification, with Applications having a lower amount of total Corporation funding per Set-Aside Unit above those with a higher amount of total Corporation funding per Set-Aside Unit as further described in Item 2 of Exhibit C;
- c. Next, by the Application's eligibility for the Qualifying Financial Assistance Funding Preference as described in Section Four, A.10.d. of the RFA, (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);
- d. Next, by the Per Unit Construction Funding Preference which is outlined in Section Four, A.10.e. of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);



- 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); and
- f. By lottery number, resulting in the lowest lottery number receiving preference.

### **3. Goals**

The Corporation has a goal to fund one Development that selected the Demographic Commitment of Persons with Developmental Disabilities.

### **4. County Award Tally**

As each Application is selected for tentative funding, the county where the proposed Development is located will have one Application credited towards the County Award Tally. The Corporation will prioritize eligible unfunded Applications that can be fully funded and are located within counties that have the lowest County Award Tally above other eligible unfunded Applications with a higher County Award Tally that can be fully funded, even if the Applications with a higher County Award Tally are higher ranked.

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

- a. Goal to fund one Development that selected the Demographic Commitment of Persons with Developmental Disabilities

The first Application selected for funding will be the highest ranking eligible Application that selected the Demographic Commitment of Persons with Developmental Disabilities.

- b. Remaining Funding

If funding remains, then the highest ranking eligible unfunded Applications that can be fully funded will be selected for funding, subject to the County Award Tally. If no eligible unfunded Applications can be fully funded, then no further Applications will be selected for funding and the remaining Housing Credits, Grants and SAIL funding will be distributed as approved by the Board.

### **6. Returned Funding**

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

## **SECTION SIX AWARD PROCESS**

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

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

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

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

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

## Exhibit A to RFA 2022-106 Financing for the Development of Housing for Persons with Disabling Conditions or Developmental Disabilities

Unless stated otherwise, all information requested pertains to the Development proposed in this Application upon completion of the construction or rehabilitation work.

### 1. Applicant Certification and Acknowledgement form

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

### 2. Demographic Commitment

a. Select the Demographic Commitment for the proposed Development:

(1) Persons with a Disabling Condition Demographic Commitment, as described in Section Four.

- At least 50 percent, but less than 80 percent, of the total units will be set aside for Permanent Supportive Housing for persons with a Disabling Condition as defined in Section 420.0004(7), F.S.; and at least 20 percent of the total units must consist of Permanent Supportive Housing for individuals and families that meet the definition of Homeless as defined in Exhibit B of this RFA, (which may be the same units set aside for persons with a Disabling Condition)
- At least 80 percent of the total units will be set aside for Permanent Supportive Housing for persons with a Disabling Condition as defined in Section 420.0004(7), F.S.; and at least 20 percent of the total units must consist of Permanent Supportive Housing for individuals and families that meet the definition of Homeless as defined in Exhibit B of this RFA, (which may be the same units set aside for persons with a Disabling Condition)

(2) Persons with Developmental Disabilities Demographic Commitment, as described in Section Four.

- At least 50 percent of the units in the Development must consist of Permanent Supportive Housing for Persons with Developmental Disabilities as defined in Section 393.063(12), F.S.

b. For Applicants committing to the Persons with a Disabling Condition Demographic Commitment, the Applicant must select at least one (1) box from options (1) through (3) below that specifies the defined persons with a Disabling Condition population(s) that the Applicant proposes to serve. The Applicant may serve more than one of the populations below.

- (1) Adult persons requiring independent living services in order to maintain housing or develop independent living skills and who have a Disabling Condition that currently impairs or is likely to impair their physical mobility;
  - (2) Persons receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits;
  - (3) Adult persons requiring independent living services in order to maintain housing or develop independent living skills and who have a Disabling Condition that neither currently impairs nor is likely to impair their physical mobility, such as persons with a mental illness;
- c. As further explained in Section Four A.2.c of the RFA, describe the persons with a Disabling Condition population(s) to be served; or the Persons with Developmental Disabilities population(s) to be served. The Applicant's description(s) is limited to no more than two typed pages within the text box below.

[Click here to enter text.](#)

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

#### a. Applicant

- (1) Name of Applicant

[Click here to enter text.](#)

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

- (3) Non-Profit Applicant qualifications

Does the Applicant or the General Partner or managing member of the Applicant meet the definition of Non-Profit Applicant as set forth in Exhibit B, as required?

[Choose an item.](#)

- (a) Material Participation documents required to be submitted by all Applicants

Provide all of the following documents as **Attachment 3**:

- (i) The Non-Profit Entity Material Participation Questionnaire (Form Rev. 08-2021), which provides a description/explanation of how the Non-Profit entity is substantially and materially

participating in the management and operation of the Development (i.e., the role of the Non-Profit); and

(ii) The Non-Profit Executive Director Certification of Material Participation form (Rev. 09-2021).

(b) The Non-Profit Entity Verification Qualifications Form or the Non-Profit Application Package documents required to be submitted for each Non-Profit that makes up the Non-Profit Applicant as defined in Exhibit B

Provide **either** the Corporation-approved Non-Profit Entity Qualifications Form (Rev. 09-21) **or** the Non-Profit Application Package described in Section Four, A.3.a.(3) of the RFA **each** non-profit entity that makes up the Non-Profit Applicant as defined in Exhibit B as **Attachment 3**.

(4) Non-profit entity qualifications met during Non-Profit Advance Review Process (10 Points)

Applications will receive 10 points if the Non-Profit Entity Qualifications Form (Rev. 09-21) is submitted for **each non-profit entity** as **Attachment 3** and stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline.

(5) Services Coordination Experience Requirements

How will the Services Coordination Experience Requirements outlined in Section Four, A.3.a.(5) of this RFA be met?

     The Applicant entity meets the Services Coordination Experience Requirements outlined in Section Four, A.3.a.(6)(a) of this RFA. As required, a list of the properties that demonstrate this requirement is provided as **Attachment 3**.

     The Applicant entity will enter into legal contract with a provider or services that meets the Services Coordination Experience Requirements outlined in Section Four, A.3.a.(5)(b) of this RFA. A copy of the properly completed and executed Florida Housing Finance Corporation Resident Community-Based Services Coordination Provider Or Principal Of Resident Community-Based Services Coordination Provider Certification Florida Housing Finance Corporation Services Coordinator or Principal of Services Coordinator Certification form (Form \_\_\_-21) must be submitted as **Attachment 3**.

(6) Pre-Application Meeting (10 Points)

Applicants will receive ten points if the Pre-Application Meeting for Proposed Permanent Supportive Housing Developments Form (Rev. 09-2021) is submitted as **Attachment 3** to the RFA and meets the requirements of Section Four A.3.a.(6) of the RFA.

- (7) Homeless Assistance Continuum of Care Requirements for All Applicants that selected the Demographic Commitment of Persons with a Disabling Condition

Provide documentation that the Applicant informed the jurisdiction’s Local Continuum of Care lead agency head of its intent to apply for funding to develop housing pursuant to this RFA must be submitted as **Attachment 3**.

b. Developer Information

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

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

- (2) For each Developer entity listed in question (1) above (that is not a natural person, Local Government, or Public Housing Authority), provide, as **Attachment 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) Developer Experience (5 Points)

- (a) Required Developer Experience

To be eligible for funding, for each experienced Developer entity, provide, as **Attachment 4**, the required prior experience chart for at least one experienced natural person Principal of that entity.

- (b) Developer Experience Withdrawal Disincentive (5 Points)

To receive five points, the Developer Experience Withdrawal Disincentive criteria outlined in Section Four A.3.b.(3)(b) of the RFA must be met.

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

- (1) Eligibility Requirement

To meet the submission requirements, upload the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 05-19) (“Principals Disclosure

Form”) with the Application and Development Cost Pro Forma, as outlined in Section Three of the RFA identifying the Principals of the Applicant and Developer(s) as of the Application Deadline.

To meet eligibility requirements, the Principals Disclosure Form must identify, pursuant to subsections 67-48.002(94), 67-48.0075(8) and 67-48.0075(9), F.A.C., the Principals of the Applicant and Developer(s) as of the Application Deadline.

For Housing Credits, the investor limited partner of an Applicant limited partnership or the investor member of an Applicant limited liability company ([or a placeholder for the investor](#)) must be identified.

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

Applicants will receive five points if the uploaded Principal Disclosure Form was either (a) stamped “Approved” at least 14 Calendar Days prior to the Application Deadline; or (b) stamped “Received” by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped “Approved” prior to the Application Deadline.

d. Management Company

Contact Information

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

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

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

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

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

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

State: [Choose a state.](#)

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

Telephone: [Area Code 7 digit number extension](#)

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

e. Community-Based Board of Directors Requirement

Does the Applicant commit to structuring the Board of Directors affiliated with the Non-Profit Entity that is part of the Applicant Entity with a majority (at least 50 percent, plus one) of individuals that are Non-Related Board Members of any tenants or applicants for tenancy, as required?

[Choose an item.](#)

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

(2) Operational Contact Person information (optional)

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

**4. General Proposed Development Information**

a. Name of the proposed Development

[Click here to enter text.](#)

b. Development Category

(1) Select the Development Category

[Choose an item.](#)

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

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

c. Select the Development Type

[Choose an item.](#)

d. Enhanced Structural Systems (“ESS”) Construction Qualifications

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



Choose an item.

- ~~e. Combination of Development Categories, Development Types, or ESS/non-ESS Construction~~
- e. Breakdown of number of units

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

Measure		Enter the applicable number of units
<b>New Construction Units</b>	Other Dev. Type, ESS Construction, NC Units	<u>Enter the number of units</u>
	Other Dev. Type, Non-ESS Construction, NC Units	<u>Enter the number of units</u>
	Garden, ESS Construction, NC Units	<u>Enter the number of units</u>
	Garden, Non-ESS Construction, NC Units	<u>Enter the number of units</u>
	Mid-Rise, ESS Construction, NC Units	<u>Enter the number of units</u>
	Mid-Rise, Non-ESS Construction, NC Units	<u>Enter the number of units</u>
	High-Rise, ESS Construction, NC Units	<u>Enter the number of units</u>
	High-Rise, Non-ESS Construction, NC Units	<u>Enter the number of units</u>
<b>Rehabilitation Units</b>	Other Dev. Type, ESS Construction, Rehab Units	<u>Enter the number of units</u>
	Other Dev. Type, Non-ESS Construction, Rehab Units	<u>Enter the number of units</u>
	Garden, Mid-Rise (4, 5, or 6), and High-Rise, ESS Construction, Rehab Units	<u>Enter the number of units</u>
	Garden, Mid-Rise (4, 5, or 6), and High-Rise, Non-ESS Construction, Rehab Units	<u>Enter the number of units</u>

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

**5. Location of proposed Development**

- a. County: Choose a county.
- b. Development Location
  - (1) Address of Development Site:

[Click here to enter text.](#)

- (2) City of Development Site\*:

[Click here to enter text.](#)

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

- c. Does the proposed Development consist of Scattered Sites?

[Choose an item.](#)

- d. Latitude and Longitude Coordinates

- (1) Development Location Point

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

[Click here to enter text.](#)

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

[Click here to enter text.](#)

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

[Click here to enter text.](#)

Developments are limited to three Scattered Sites.

- e. Confirmation that the proposed Development is not located in a known flood zone or wetland area

Is the proposed Development located in a known flood zone or wetland area?

[Choose an item.](#)

NOTE: To be eligible for funding, the Applicant must state "No" and must provide, as **Attachment 5**, the required evidence demonstrating that all sites of the proposed Development meet this requirement.

## 6. Number of Units and Buildings

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

b. If there are existing occupied units and if the Development is funded, a plan for relocation of existing tenants will be required to be provided to the Credit Underwriter, as outlined in Exhibit D.

c. Set-Aside Commitments

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

Choose an item.

(2) Total Set-Aside Breakdown Chart

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

Note: Because NHTF Units are set aside for 30 years, and because they may be adjusted downward and recalculated after awards are made, Applicants should not represent any NHTF Units in the Total Set Aside Breakdown Chart.

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

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

Total Set-Aside Breakdown Chart	
Number of Residential Units	AMI Level
<u>Enter Number</u>	At or Below 20%
<u>Enter Number</u>	At or Below 30%
<u>Enter Number</u>	At or Below 40%

<u>Enter Number</u>	At or Below 50%
<u>Enter Number</u>	At or Below 60%
<u>Enter Number</u>	At or Below 70%
<u>Enter Number</u>	At or Below 80%
<u>Enter Number</u>	Market Rate Units
<b><u>Enter Number</u> % (Total Set-Aside Percentage)</b>	

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

d. Unit Mix Chart

(1) Complete the chart below:

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

(2) Answer the following questions:

(a) How many Zero Bedroom Units are described in the unit mix chart?

Enter Number

(b) How many one-bedroom units are described in the unit mix chart?

Enter Number

(c) How many two-bedroom units are described in the unit mix chart?

Enter Number

- e. Number of Buildings

Number of anticipated residential buildings: Enter Number

- f. Compliance Period

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

**7. Readiness to Proceed**

- a. Site Control

The properly completed and executed Florida Housing Finance Corporation Site Control Certification form (Form Rev. 08-18) and attachments must be provided as **Attachment 8\*** to demonstrate site control as of Application Deadline.

\*Attachments 6 and 7 were intentionally omitted.

- 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 water as **Attachment 10**.
- (3) Provide the required documentation to demonstrate availability of sewer as **Attachment 11**.

**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, including Level 1 and Level 2 Accessibility Requirements, are outlined in Section Four.
- d. Green Building Features
  - (1) Green Building feature requirements for all Developments are outlined in Section Four.
  - (2) Proposed Developments with the Development Category New Construction must select one of the following Green Building Certification programs described in Section Four.

Choose an item.

- (3) Proposed Developments with the Development Category Rehabilitation, with Acquisition, must select enough of the following Green Building Features so that the total point value of the features selected equals at least 10, in addition to committing to the required Construction Features listed in Section Four.

- Programmable thermostat in each unit (2 points)
- Humidistat in each unit (2 points)
- Water Sense certified dual flush toilets in all bathrooms (2 points)
- Light colored concrete pavement instead of or on top of asphalt to reduce the heat-island effect (2 points)
- Energy Star certified roof coating (2 points) \*
- Energy Star certified roofing materials (metal, shingles, thermoplastic polyolefin (TPO), or tiles) (3 points) \*
- Eco-friendly cabinets – no added urea formaldehyde and material must be certified by the Forest Stewardship Council, the Environmental Stewardship Program, or a certification program endorsed by the Programme for the Endorsement of Forest Certification (3 points)
- Eco-Friendly flooring for entire unit – Carpet and Rug Institute Green Label certified carpet and pad, FloorScore certified flooring, bamboo, cork, 80% recycled content tile, and/or natural linoleum (3 points)
- High Efficiency HVAC with SEER of at least 16 (2 points) \*\*
- Energy efficient windows in each unit (3 points)
  - For all Development Types except Mid-Rise and High-Rise: Energy Star rating for all windows in each unit;
  - For Development Type of Mid-Rise and High-Rise:
    - U-Factor of 0.50 or less and a SHHG of 0.25 or less where the fenestration is fixed; and
    - U-Factor of 0.65 or less and a SHHG of 0.25 or less where the fenestration is operable (i.e., the window opens)
- Florida Yards and Neighborhoods certification on all landscaping (2 points)
- Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings (2 points)

\*The Applicant may choose only one option related to Energy Star certified roofing.

\*\* Applicants who choose high efficiency HVACs must meet the standards listed here, which exceed the minimum Green Building Features required of all Developments Section Four A.8. of the RFA.

## 9. Resident Programs

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

## 10. Funding

### a. Corporation Funding

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

(a) The Maximum Housing Credit Request Chart is provided in Section Four A.10. of the RFA.

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

[Choose an item.](#)

(c) Basis Boost Qualifications

(i) Is the proposed Development a subsequent phase of a multiphase Development?

[Choose an item.](#)

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

(ii) 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.)

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

[Choose an item.](#)

(iv) 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.](#)

(v) Demographic Basis Boost

If the Development is not located in a HUD-designated DDA (Non-Metropolitan DDA or Small Area DDA) or a QCT as provided above, the Application will qualify for a 30% basis boost as authorized by the Housing and Economic Recovery Act of 2008 and the Corporation’s most recently authorized Qualified Allocation Plan.

(d) The HC equity proposal must be provided as **Attachment 12**.

(2) Total SAIL Request Amount, if applicable

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

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

(3) Total Grant Request Amount, if applicable

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

(4) Does the Applicant commit to additional NHTF Units beyond the required number of NHTF Units?

[Choose an item.](#)

If “Yes”, how many optional NHTF Units will be provided, in addition to the required number of NHTF Units applicable for the county size?

=====

[Click here to enter text.](#)

Note: NHTF will be awarded as outlined in Section Five and Exhibit I.

(5) Other Corporation Funding:

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

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

(b) 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

Attach all funding proposals executed by the lender(s) or by any other source as **Attachment 15\***.

\*Attachments 13 and 14 are intentionally omitted from this RFA.

## c. Development Cost Pro Forma

To meet the submission requirements, upload the Development Cost Pro Forma as outlined in Section Three of the RFA.

## d. Qualifying Financial Assistance Funding Preference

- (1) Cash Funding Equals at Least 3 Percent of the Eligible SAIL Loan Amount or Grant Request Amount, as applicable

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

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

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

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

believes will be obtained, but which have not yet been committed to the Applicant.

(2) Qualifying through Donation of Land

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

[Choose an item.](#)

e. Per Unit Construction Funding Preference

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

[Choose an item.](#)

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

(1) Has the Applicant has entered into a land lease with a Public Housing Authority on property where the proposed Development is to be located and the property has an existing Declaration of Trust between the Public Housing Authority and HUD?

[Choose an item.](#)

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

[Yes/No](#)

[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.](#)

g. Allowances for Higher Costs of Enhanced Safety and Accessibility Features

Does the Application qualify for the Construction Features Multiplier described in Section Four, A.10.g. of the RFA?

[Choose an item.](#)

\*\*\*\*\*

**B. Other Information**

## 1. Verifying Application Fee Payment

To ensure that the Application Fee is processed for the correct online Application, the following is ***strongly recommended***: (i) provide the Application Fee at least 48 hours prior to the Application Deadline; and (ii) whether paying by check, money order, ACH or wire transfer, include the Development Name, RFA number with the payment.

Additionally, include the following:

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

[Click here to enter text.](#)

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

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

## 3. Addenda

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

[Click here to enter text.](#)

**C. Narratives**

## 1. Operating/Managing Experience (Maximum of 45 points)

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

[Click here to enter text.](#)

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

a. Access to community-based general services

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

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

[Click here to enter text.](#)

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

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

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

[Click here to enter text.](#)

3. Assist Intended Residents in Meeting their Housing Stability and Self-Sufficiency Needs, Goals and Expectations (Maximum 20 Points)

a. Permanent Housing Stability (Up to 10 points)

As further explained in Section Four, describe in detail how the Applicant has worked to assist households to meet their permanent housing needs, goals and expectations to create housing stability over the 18 months prior to the RFA issuance.

The Applicant's description is limited to no more than two typed pages within the text box below.

[Click here to enter text.](#)

b. Self-Sufficiency (Up to 10 points)

As further explained in Section Four, describe in detail how the Applicant has worked to assist households in meeting their self-sufficiency needs, goals and expectations over the 18 months prior to the RFA issuance. The assistance may be related to a household's income, benefits, education/training, or ability to meet its activities of daily living.

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

[Click here to enter text.](#)

**Exhibit B – Definitions**

“Best Practice”	A program, activity or strategy that has been field tested and has been shown to work effectively and produce successful outcomes and is supported by subjective and objective evaluation and research.
“Disabling Condition”	<p>A diagnosable substance abuse disorder, serious mental illness, developmental disability, or chronic physical illness or disability, or the co-occurrence of two or more of these conditions, and a determination that the condition is:</p> <p>(a) Expected to be of long-continued and indefinite duration; and</p> <p>(b) Not expected to impair the ability of the person with special needs to live independently with appropriate supports.</p>
“Homeless Household”	<p>Homeless Household means an individual who lacks a fixed, regular, and adequate nighttime residence and also includes an individual who:</p> <p>(1) is sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;</p> <p>(2) is living in a motel, hotel, travel trailer park, or camping ground due to a lack of alternative adequate accommodations;</p> <p>(3) is living in an emergency or transitional shelter;</p> <p>(4) has a primary nighttime residence that is a public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings;</p> <p>(5) is living in a car, park, public space, abandoned building, bus or train station, or similar setting; or</p> <p>(6) is a migratory individual who qualifies as homeless because he or she is living in circumstances described in paragraphs (1)-(6).</p> <p>The terms do not refer to an individual imprisoned pursuant to state or federal law or to individuals or families who are sharing housing due to cultural preferences, voluntary arrangements, or traditional networks of support. The terms include an individual who has been released from jail, prison, the juvenile justice system, the child welfare system, a mental health and developmental disability facility, a residential addiction treatment program, or a hospital, for whom no subsequent residence has been identified, and who lacks the resources and support network to obtain housing.</p>
“Joint Venture Applicant”	A legal entity which is owned by two or more separate and distinct legal entities, at least one of which is a Non-Profit entity, which share no common ownership between or among them.
“Mobility Impairment”	The inability to use one or more extremities, or a lack of strength to walk, transfer, grasp, or lift objects. The use of a wheelchair, crutches, walker or other assistive devices may be needed to aid in mobility.

<p>“Non-Profit Applicant”</p>	<p>An Applicant entity that is owned in part or in whole by one or more qualified non-profit entities as defined in Section 42(h)(5)(C), subsection 501(c)(3) or 501(c)(4) of the IRC 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. The non-profit entity(ies) meets the following requirements:</p> <p>(a) owns at least 51 percent of the ownership interest in the Development held by the general partner or managing member entity, specifically including at least 51 percent of the profits, losses, capital and other economic benefits;</p> <p>(b) receives at least 25 percent of the Developer Fee; <u>and</u></p> <p><del>(c) maintains at least 51 percent of the voting and management control of the Development; and</del></p> <p><del>(c)</del> is acceptable to federal and state agencies and financial institutions as a Sponsor for affordable housing, as further described in Rule 67-48.0075, F.A.C.</p> <p>If a for-Profit entity has an ownership interest in the Development, it must be 49 percent or less <del>and maintains 49 percent or less of the voting and management control</del> of the Development.</p>
<p>“Permanent Supportive Housing”</p>	<p>Affordable rental housing leased to the focus households for continued occupancy with an indefinite length of stay as long as the tenant complies with lease requirement. The lease must be a minimum of 7 months and have no limits on length of tenancy related to the provision or participation in supportive services. Permanent Supportive Housing shall facilitate and promote activities of daily living, access to community-based services, and inclusion in the general community. Permanent Supportive Housing shall strive to meet the needs and preferences of the focus households.</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 (NMTTC) awards, whose name</p>

	<p>and CDFI awards can be confirmed on the CDFI Fund’s web site (Qualified CDFI, and the affiliate(s) of such Qualified CDFI. As used herein, the affiliate(s) of a Qualified CDFI means the parent, subsidiary or successor of the Qualified CDFI, or an entity that shares common ownership or management with the Qualified CDFI. If the lender is an affiliate of the Qualified CDFI, the funding letter(s) being considered by the Corporation must include the name of the Qualified CDFI and a statement that the lender is an affiliate of the Qualified CDFI.</p> <p>*These documents are available on the RFA Webpage.</p>
<p>“Resident Community-Based Services Coordination”</p>	<p>A formalized process of assisting a resident or resident household to evaluate, identify, access, and/or maintain resident-specific community-based services and resources that facilitate a resident’s or resident household’s permanent housing stability and help them meet their self-sufficiency objectives.</p>
<p>“Set-Aside Units”</p>	<p>When not committing to the Average Income Test, Set-Aside Units are units set aside at or below 60 percent of the Area Median Income for the county in which the Development is located. The total number of Set-Aside Units is then calculated as follows:</p> <p style="padding-left: 40px;">The total number of units within the proposed Development multiplied by the highest Total Set-Aside Percentage the Applicant committed to as stated in the last row of the set-aside breakdown chart in the Set-Aside Commitment section of the Application. Results that are not a whole number will be rounded up to the next whole number.</p> <p>When committing to the Average Income Test, Set-Aside Units are units set aside at or below 80 percent of the Area Median Income for the county in which the Development is located, but the average AMI shall not exceed 60 percent. The total number of Set-Aside Units is calculated by adding together the number of units at or below 80 percent AMI represented on the Total Set-Aside Breakdown Chart.</p>
<p>“Visitability”</p>	<p>Housing designed in such a way that it can be lived in or visited by people who are Mobility Impaired. This includes the ability of people with a mobility aid to easily enter a home and move from room to room, including at least one bathroom on an accessible level.</p>



**Exhibit C – Additional Information**

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

- a. The Total Development Cost Per Unit Limitation was reviewed during the scoring process as outlined in Section Five, A. During credit underwriting and final cost certification, the Total Development Cost Per Unit Limitation will be reviewed again using the values in the chart below including the “Escalation Factor” of 6.0 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					Rehabilitation Units	
	Garden Non-ESS*	Garden ESS*	Mid-Rise-Non-ESS*	Mid-Rise-ESS*	High-Rise*	Garden*	Non-Garden*
Maximum TDC Per Unit Limitation ** for all counties except Broward, Miami-Dade and Palm Beach counties	\$270,100	\$311,900	\$311,900	\$344,700	\$358,000	\$146,900	\$221,600
Maximum TDC Per Unit Limitation ** for Broward, Miami-Dade and Palm Beach counties	\$284,500	\$327,100	\$327,100	\$361,000	\$374,700	\$153,600	\$232,600
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)							
Non-Geographic Multiplier - Demographic Commitment of either persons with a Disabling Condition or Persons with Developmental Disabilities (all Applicants in this RFA) that commit to enhanced safety and accessibility features described in Section Four A.10.g. of the RFA (“Construction Features Multiplier”).***					60%		
Non-Geographic Multiplier - Demographic Commitment of either persons with a Disabling Condition or Persons with Developmental Disabilities (all Applicants in this RFA)					90%		
Non-Geographic Multiplier - TDC Multiplier for all Developments that consist of 50 total units or less					90%		
Non-Geographic Multiplier - TDC Multiplier for all Developments that consist of more than 50 total units, but not more than 80 total units					95%		
TDC Add-On for Applicants that have a PHA/instrumentality of a PHA as a Principal or for Applicants that have a land lease with a PHA for the proposed Development’s location which has a Declaration of Trust between the PHA and HUD					\$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 (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. 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 to be provided in the final cost certification under the building acquisition and land owned cost line items. In addition, the costs identified by any Applicant as the construction costs associated with commercial and/or retail space are excluded from the TDC Per Unit Limitation process. 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 acquisition price (building and land), construction costs associated with the delivery of commercial/retail space, 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 1.21, and then multiply the result by 21 percent, rounding up to the nearest whole dollar. Note: These figures represent the applicable Developer Fee percentage for the Development of 21 percent and

one plus the applicable Developer Fee percentage for the Development (1+21%).

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

## **2. Leveraging Classification**

Each eligible Application's Leveraging Classification will be determined by first calculating the total Corporation funding per set-aside unit as follows:

- a. The Eligible Housing Credit Request Amount will be multiplied by 9.0.
- b. If the proposed Development is located in Broward County, the amount will also be multiplied by 0.88.
- c. If the Applicant has either (i) a PHA as a Principal (disclosed in the Principal Disclosure form); or (ii) entered into a land lease with a Public Housing Authority on property where the proposed Development is to be located and the property has an existing Declaration of Trust between the Public Housing Authority and HUD, the amount will also be multiplied by 0.93.
- d. The resulting product will be then added to the Eligible Grant Request Amount or Eligible SAIL Request Amount, (exclusive of ELI Loan Funding), as applicable.

Note: More than one of the above may apply. For instance, if a., b. and c. apply, the Eligible Housing Credit Request will be multiplied by 9.0. and then multiplied by 0.88 and then by 0.93. All Applicants that selected the High-Rise Development Type will be considered to meet the requirements to be considered ESS Construction.

~~e.~~ Thee. If the Development consists of any new construction units, the total Corporation funding amount calculated above will also be multiplied by a Leveraging Factor. The Leveraging Factor is calculated using the Development Category, Development Type, and ESS/Non-ESS information provided in question 4 of Exhibit A as follows:

- (1) The number of new construction units in all High-Rise Buildings stated in question 4.e. of Exhibit A will be multiplied by 0.82;
- (2) The number of new construction units in all Mid-Rise with Elevator buildings (a building comprised of 4, 5 or 6 stories) stated in question 4.e. of Exhibit A will be multiplied by 0.85;
- (3) The number of new construction units in all Garden buildings stated in question 4.e. of Exhibit A will be multiplied by 0.92;
- (4) The number of new construction units that are ~~also~~ ESS Construction will be multiplied by 0.87; and
- (5) The number of new construction units in all other Development Types stated in question 4.e. of Exhibit A will be multiplied by 1.

Add the results of (1) – (5) together, then divide by the total number of units in the Development. The result of this calculation is the Leveraging Factor. The Leveraging Factor is then multiplied by the total Corporation funding amount as calculated in a. – d. above. This result is the total Corporation funding amount used in g. below.

- g. The total Corporation funding amount will then be divided by the number of Set-Aside Units, resulting in the total Corporation funding per Set-Aside Unit.

All eligible Applications will be listed together 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.

If the Applicant's Grant Request Amount, SAIL Request Amount, or Housing Credit Request Amount is adjusted by the Corporation during the scoring process, the adjusted amount will be used for this calculation.

### 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 eligible housing credit equity and either SAIL or grant funding, as applicable. 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 1.54.

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

- The number of new construction and rehabilitation units committed to by the Applicant (as stated by the Applicant in Exhibit A);
- The applicable Florida job creation rate for the type of units:
  - Rate of 3.298 Florida Jobs per unit for proposed new construction units;
  - Rate of 1.580 Florida Jobs per unit for proposed rehabilitation units; and
- The Eligible Housing Credit Request Amount.
- Total SAIL funding (inclusive of SAIL ELI) or grant funding, as applicable.

The score for the Florida Rate of Job Creation per \$1 million of implied eligible housing credit equity and either SAIL or grant funding, as applicable, will be measured using one of the following calculations:

a. 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 + total amount of SAIL or grant funding) = Florida Jobs per \$1 million of implied eligible housing credit equity and SAIL or grant funding.

For example:

Application A consists of 50 new construction units and has an Eligible Housing Credit Request Amount of \$2,850,000 and a total SAIL request amount (inclusive of SAIL ELI) (or a grant request amount) of \$3,900,000.

$50 \times 3.298 \times \$1,000,000 / (\$3,900,000 + \$2,850,000 \times 9.0) =$  Florida Job Creation score of 5.58.

b. Developments consisting of only rehabilitation units



Number of rehabilitation units x 1.580 Florida Jobs per unit x 1,000,000 / (the Eligible Housing Credit Request Amount x 9.0 + total amount of SAIL or grant funding) = Florida Jobs per \$1 million of implied eligible housing credit equity and SAIL or grant funding.

For example:

Application B consists of 50 rehabilitation units, and has an Eligible Housing Credit Request Amount of \$2,600,000 and a total SAIL request amount (inclusive of SAIL ELI) (or a grant request amount) of \$3,600,000.

$50 \times 1.580 \times 1,000,000 / (\$3,600,000 + \$2,600,000 \times 9.0) =$  Florida Job Creation score of 2.93.

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

(Number of new construction units x 3.298 Florida Jobs per unit + number of rehabilitation units x 1.580 Florida Jobs per unit) x 1,000,000 / (the Eligible Housing Credit Request Amount x 9.0 + total amount of SAIL or grant funding) = Florida Jobs per \$1 million of implied eligible housing credit equity and SAIL or grant funding.

For example:

Application C consists of 30 new construction units and 20 rehabilitation units and has an Eligible Housing Credit Request Amount of \$2,750,000 and a total SAIL request amount (inclusive of SAIL ELI) (or a grant request amount) of \$3,750,000.

$[(30 \times 3.298) + (20 \times 1.580)] \times 1,000,000 / (\$3,750,000 + \$2,750,000 \times 9.0) =$  Florida Job Creation score of 4.58.

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 1.54.

#### 4. Fees

The Corporation and, if applicable, the Credit Underwriter shall collect via check or money order from the Applicant the following fees and charges in conjunction with this RFA. Failure to pay any fee shall cause the funding awarded to be withdrawn as outlined in the credit underwriting and program requirements outlined in Rule Chapter 67-48, F.A.C.

- a. Application Fee

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

- b. Credit Underwriting Fees

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

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

(1) Initial fee

Programs	Primary Program Fee		Multiple Program Fees	Total
SAIL, ELI Loan Funding, NHTF Funding and HC	\$14,479 –SAIL and ELI Loan funding	+	\$4,850– HC + \$4,850 - NHTF	\$24,179
HC and Grant:	\$13,063 - HC	+	\$4, 850 – Grant + \$4,850 - NHTF	\$22,763

(2) Re-underwriting fee: \$186 per hour, not to exceed \$8,215.

If the Development involves Scattered Sites of units within a single market area, a single credit underwriting fee shall be charged. Any Housing Credit Development requiring further analysis by the Credit Underwriter pursuant to Section 42(m)(2) of the IRC will be subject to an hourly fee of \$186. All credit underwriting fees shall be paid by the Applicant prior to the performance of the analysis by the Credit Underwriter.

Any SAIL 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: \$186 per hour.

(4) Capital Needs Assessment fee: \$2,200.

(5) Credit Underwriting Extension Fees

For 9 percent HC, credit underwriting extension fees will be outlined in the Carryover Allocation Agreement.

(6) Housing Credit Preliminary Recommendation Letter fee: \$1,658

c. Administrative Fees

With respect to the HC Program, each Applicant shall submit to the Corporation a non-refundable administrative fee in the amount of 5.5 percent of the annual Housing Credit Allocation amount stated in the Preliminary Allocation. The administrative fee must be received by the Corporation as stated in the Preliminary Allocation.

d. Compliance Monitoring Fees

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

(1) HC Pre-Final Allocation Fee:

Pre-final allocation compliance monitoring fee comprised of a base fee of \$2,076.00 + an additional fee per set-aside unit of \$10.59, subject to a minimum of \$3,240.00, to be collected as stated in the Preliminary Housing Credit Allocation or Carryover Allocation Agreement.

(2) Initial Fee

Programs	Primary Program Fee		Multiple Program Fees
SAIL and HC	<p>HC:</p> <p>A total annual fee comprised of a base fee of \$173 per month + an additional fee per set-aside unit of \$10.59 per year, subject to a minimum of \$270 per month. January 1 of each year, the fees shall be adjusted, but not decreased, based on the South Region Consumer Price Index for the twelve-month period ending each November 30<sup>th</sup>. This automatic increase shall not exceed 3% 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.</p>	+	<p>\$964 –SAIL</p> <p>+</p> <p>\$964 – ELI Loan Funding</p> <p>+\$964 –NHTF Funding</p>
Grant and HC	<p>HC:</p> <p>A total annual fee comprised of a base fee of \$173 per month + an additional fee per set-aside unit of \$10.59 per year, subject to a minimum of \$270 per month. January 1 of each year, the fees shall be adjusted, but not decreased, based on the South Region Consumer Price Index for the twelve-month period ending each November 30<sup>th</sup>. This automatic increase shall not exceed 3% 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.</p>	+	<p>\$964 –Grant</p> <p>+</p> <p>+\$964 –NHTF Funding</p>

(3) Follow-up Reviews/Extraordinary Services fee: \$186 per hour

(4) Follow-up Review/Extraordinary Services fee: \$186 per hour.

e. Commitment Fees

With respect to the SAIL Program and ELI gap funding, each Applicant to which a firm commitment is granted shall submit to the Corporation a non-refundable commitment

fee of 1 percent of the SAIL loan amount and the ELI Loan amount upon acceptance of the firm commitment.

With respect to the grant funding, each Applicant to which a firm commitment is granted shall submit to the Corporation a non-refundable commitment fee of 1 percent of the grant amount, up to a maximum of \$2,000 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.

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 - \$186 per hour, not to exceed \$1,844 per inspection.

g. Firm Commitment and Closing Extension Fees

For Competitive Housing Credits, credit underwriting deadlines and extension fees will be outlined in the Carryover Allocation Agreement.

SAIL and ELI loans must close within the timeframes outlined in subsections 67-48.072(21) and 67-48.072(26), F.A.C. In the event the SAIL loan or ELI loan does not have a firm commitment or close within the prescribed timeframes, extension fees will be assessed.

ELI Loans must close within the timeframes outlined in Exhibit H of this RFA. In the event the ELI Loan funding does not have a firm commitment within the prescribed timeframes, extension fees will be assessed as outlined in Exhibit H of this RFA.

Grant funding must close within the timeframes outlined in Item A.8. of Exhibit J of this RFA. In the event the Grant funding does not have a firm commitment within the prescribed timeframes, extension fees will be assessed as outlined in Item A.7. of Exhibit J of this RFA.

h. Loan Servicing Fees

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

## (1) Construction Loan Servicing Fees

The SAIL loan and the ELI Loan each have a Construction Loan Servicing Fee to be paid as indicated. Applicants that are awarded NHTF Funding will not have a separate Construction Loan Servicing Fee for the NHTF Loan. 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.

- \$186 per hour for an in-house review of a draw request
- \$186 per hour for on-site inspection fees, up to a maximum of \$1,844 per draw
- \$186 per hour for extraordinary services

## (2) Permanent Loan Servicing Fees

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

Annual fee of 25 bps of the outstanding loan amount, with a minimum monthly fee of \$222 and a maximum monthly fee of \$883, and an hourly fee of \$186 for extraordinary services.

Additional legal, cost of issuance, bond underwriting, credit enhancement, liquidity facility and servicing fees associated with the financing shall also be paid by the Applicant.

## i. Additional SAIL Loan Fees

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

## j. Additional ELI Loan and NHTF Loan Fees

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

Note: Although all Applicants awarded NHTF Funding will be required to comply with the HUD environmental requirements as provided in 24 CFR 93.301(f)(1) and (2), Applicants will not be charged a fee for the environmental review.

## k. Additional Grant Fees

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

I. Additional HC Fees

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

m. 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.

**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 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

Following the end of the SAIL loan term, within 151 Calendar Days following the Applicant's fiscal year end, the Applicant shall continue to provide the Corporation with an audited financial statement and a fully completed and executed Financial Reporting Form SR-1, Rev. 01-21 pursuant to subsection 67-48.023(9), F.A.C., with regard to the Competitive Housing Credit. The audited financial statement and a copy of the signed Form SR-1, with Parts 1, 2, and 5 completed, shall be submitted in both PDF format and in electronic form as a Microsoft Excel spreadsheet to the Corporation at the following web address: [financial.reporting@floridahousing.org](mailto:financial.reporting@floridahousing.org).

The Financial Reporting Form SR-1 is available on the Corporation's Website <http://www.floridahousing.org/owners-and-managers/compliance/forms> (also accessible by clicking [here](#)).

e. Part IIIA, Sections 401 through 408 and 410, of the Fannie Mae Multifamily Selling and

Servicing Guide, in effect as of June 10, 2015

The financial statements and information provided for review (pursuant to paragraph 67-48.0072(14)(b), F.A.C. for SAIL should be in satisfactory form (inclusive of the substitution of the Multifamily Underwriting Certificate referenced in Section 407 with a similar certification meeting the same criteria) and shall be reviewed in accordance with Part IIIA, Sections 401 through 408 and 410, of Fannie Mae's Multifamily Selling and Servicing Guide, in effect as of June 10, 2015, which is available on the RFA Webpage.

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

f. Florida Housing Finance Corporation (FHFC) Insurance Guide

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



**Exhibit D – Timeline**

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

1. Within seven Calendar Days of the date of the invitation to enter credit underwriting:
  - a. Respond to the invitation by accessing the development work center through the Procorem secure portal and submit the credit underwriting fee(s), which includes the CNA review fee, if applicable, as outlined in Item 4 of Exhibit C, pursuant to subparagraph 67-48.0072(4)(a)1, F.A.C.; and
  - b. Verification that the Development qualifies as a USDA-eligible rural address, if applicable. Addresses can be verified by visiting <https://eligibility.sc.egov.usda.gov/eligibility/welcomeAction.do>
2. Within 14 Calendar Days of the date of the invitation to enter credit underwriting, if requested by the Corporation, submit IRS Form 8821 for all Financial Beneficiaries as defined in Rule Chapter 67-48, F.A.C.
3. Within 21 Calendar Days of the date of the invitation to enter credit underwriting, submit all of the following. Submission of all documents should be provided electronically to the Corporation at one time.
  - a. Provide the name, mailing address and email address of the chief elected official of the local jurisdiction where the proposed Development is located;
  - b. Provide notification of the Applicant’s eligibility for acquisition credits per Section 42 of the IRC, if applicable;
  - c. Provide the Applicant’s Federal Identification Number and the Employer Identification Number (“EIN”) Certificate. If the number has not yet been obtained, the Applicant will be required to provide a copy of the completed, submitted application for that number.
  - d. Provide the completed and executed Florida Housing Finance Corporation Verification of Environmental Safety Phase I Environmental Site Assessment form and, if applicable, the completed and executed Florida Housing Finance Corporation Verification of Environmental Safety Phase II Environmental Site Assessment form (Forms Rev. 11-14) which are available on the RFA Webpage. Note: If a Phase II ESA is required, but has not been completed by the stated deadline, contact Corporation staff to request an extension for submission of the Phase II ESA form;
  - e. Demonstrate that electricity and roads are available to the entire proposed Development site as of the date signed by providing the following:

- (1) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure form (Form Rev. 08-20) which is available on the RFA Webpage; or
  - (2) Documentation from the service provider that contains the Development location and is dated within 12 months of the Application Deadline. The documentation may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.
- f. Provide the identity of the remaining members of the Development Team (i.e., inexperienced co-Developer(s), General Contractor, Architect, Attorney, Accountant, and for Elderly ALF only, Service Provider), as outlined below. The team members so identified, and any future replacement thereof, must be acceptable to the Corporation and the Credit Underwriter;
- (1) Identify any inexperienced co-Developer(s) by providing the name, address, telephone and facsimile numbers, e-mail address, and the relationship of the co-Developer to the Applicant.
  - (2) Identify the General Contractor by providing the completed and executed Florida Housing Finance Corporation General Contractor or Qualifying Agent of General Contractor Certification form. Note: provide the prior experience chart, as outlined in the form.
  - (3) Identify the Architect by providing the completed and executed Florida Housing Finance Corporation Architect Certification form.
  - (4) Identify the Attorney by providing the completed and executed Florida Housing Finance Corporation Attorney Certification for Housing Credits form\* and the Florida Housing Finance Corporation Attorney Certification for MMRB, SAIL, HOME and/or other Gap Loans.
  - (5) Identify the Accountant by providing the completed and executed Florida Housing Finance Corporation Certification of Accountant form\*.

The certification forms (Forms Rev. 07-2019) are available on the RFA Webpage. Note: The use of any prior version of these forms will not be acceptable to meet this requirement.

- g. With the exception of Developments financed with HUD Section 811 ~~or United States Department of Agriculture RD program, and Applicants that select the Elderly ALF Demographic Commitment~~, the Tenant Selection Plan shall be submitted by the owner to the Corporation for review and approval.

The Tenant Selection Plan Guidelines and Tenant Selection Plan Checklist can be found on the webpage <https://www.floridahousing.org/programs/developers-multifamily-programs/competitive> (also available by clicking [here](#)).

Exhibit G of the RFA also describes requirements for tenant selection policies. If a Development has a Housing Assistance Payment and/or an Annual Contributions Contract with HUD, the Tenant Selection Plan must be sent to the Corporation for preliminary approval before sending to HUD. Note: HUD approval may take several months. HUD approval shall be demonstrated to the Corporation prior to the completion of the final credit underwriting report;

If a Development has a Housing Assistance Payment and/or an Annual Contributions Contract with HUD, the Tenant Selection Plan must be sent to the Corporation for preliminary approval before sending to HUD. Note: HUD approval may take several months. HUD approval shall be demonstrated to the Corporation prior to the completion of the final credit underwriting report;

- h. Provide confirmation that the owner will submit the fully executed Link MOU for the Corporation's approval within nine months of the invitation to enter into credit underwriting, as described in Exhibit E;
- i. Provide confirmation that all construction features committed to and proposed by the Applicant shall be located on the Development site;
- j. Confirmation that, if the proposed Development meets the definition of Scattered Sites, all Scattered Sites requirements that were not required to be met in the Application will be met, including that all features and amenities committed to and proposed by the Applicant that are not unit-specific shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both. If the Applicant indicates that the proposed Development does not consist of Scattered Sites, but it is determined during credit underwriting that the proposed Development does meet the definition of Scattered Sites, all of the Scattered Sites requirements must have been met as of Application Deadline and, if all Scattered Sites requirements were not in place as of the Application Deadline, the Applicant's funding award will be rescinded;
- k. Provide notification of the percentage of ownership of the Principals of the Applicant. Upon the Applicant's acceptance of the invitation to enter credit underwriting, the Corporation will return the Principals of the Application and Developer(s) Disclosure Form that was part of the Applicant's uploaded Application. The Applicant will be required to enter the applicable percentages on the form and return the completed form to the Corporation;
- l. 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;
  - m. If there are existing occupied units as of Application Deadline, provide to the Credit Underwriter a plan for relocation of existing tenants. The plan shall provide information regarding the relocation site; accommodations relevant to the needs of the residents and length of time residents will be displaced; moving and storage of the contents of a resident's dwelling units; as well as the approach to inform and prepare the residents for the rehabilitation activities;
  - n. If the Applicant indicated that the proposed Development is the first phase of a multiphase Development, submit to the Corporation an opinion letter by a licensed attorney that the Development meets the definition of a "multiphase project" as defined in the Federal Register. The letter must also include: (a) the name of the declared first phase Development and the Corporation-assigned Application number, (b) the total number of phases and the projected Development name for each phase, (c) the total number of buildings in each phase, (d) the expected completion date for each phase, and (e) any other information as determined by the Corporation and stated in the invitation to enter credit underwriting;
  - o. If the Applicant indicated that the proposed Development is a subsequent phase of a multiphase Development, the Development's status as a subsequent phase will be verified in credit underwriting. If the Development does not qualify, during the credit underwriting process it is determined that the proposed Development does not meet the criteria for such distinction, the proposed Development will no longer be considered a subsequent phase; and
  - p. Provide confirmation that the limited partnership agreement or limited liability operating agreement will comply with the operating deficit reserve requirement outlined in Section Four A.10.c.(4) of the RFA.
4. The Preliminary Recommendation Letter (PRL) for this Development will be due to the Corporation no later than 12 weeks after the invitation to enter credit underwriting has been issued. 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. If the 12

- week deadline cannot be met due to any delay caused by the Applicant, request an extension by submitting a written request and payment of the applicable processing fee to the Corporation;
5. The Applicant will submit the fully executed Link MOU for the Corporation's approval within nine months of the date of the invitation to enter credit underwriting, as described in Exhibit E;
  6. The credit underwriting process must be complete within the timeframe outlined in Rule Chapter 67-48, F.A.C.;
  7. The SAIL loan must close within the timeframe outlined in Rule Chapter 67-48, F.A.C.;
  8. By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation; and
  9. The Credit Underwriter will provide an itemized list for additional documentation including, but not limited to, the following:
    - a. Information outlined in Rule Chapter 67-48.0072, F.A.C.;
    - b. The Applicant shall submit its Resident Community-Based Service Coordination Plan and, if applicable, the legal contract demonstrating a partnership with a service provider at credit underwriting that includes standards and detailed procedures outlined in Section Four, A.9. of the RFA. The final plan must be submitted by the Applicant to the Corporation before the credit underwriting report is approved. To assure assistance to those residents that are receiving community-based services coordination through another program or agency, as well as to ensure assistance to those residents who need additional service coordination, the provider of this resident service shall also provide, at credit underwriting, information demonstrating its mission, qualifications, experience, agreements and/or contracts with state and federal supportive services programs, professional staffing and experience in serving the intended residents;
    - c. The Construction Consultant engaged by the Corporation's credit underwriter must provide the properly completed and executed Americans with Disabilities Act Certification forms certifying that the design of the proposed Development and the completed Development includes the applicable accessibility, adaptability, Visitability and universal design features required by the Corporation and proposed by the Applicant. The Americans with Disabilities Act Certification forms (Rev. 02-20) are available on the RFA Webpage;
    - d. If committing to the Demographic Commitment of Persons with Disabling Conditions, the Applicant must have an executed agreement to participate in the Continuum of Care (CoC) Homeless Management Information System (HMIS); and will contribute data on the Development's tenants to the CoC's HMIS data system or, if serving Survivors of Domestic Violence, is providing aggregate data reports to the CoC. The executed agreement shall be required at least 6 months prior to the expected placed in service date;
    - e. Applicants that meet the Services Coordination Experience Requirements through a partnership with a provider of services that includes services coordination for the

intended Demographic must provide the legal contract demonstrating the partnership, and the provider must demonstrate it has been in business and performing services coordination for at least 5 consecutive years from the date of Application submission;

- f. If committing to the Demographic Commitment of Persons with Disabling Conditions, verification that the intent and scope of the proposed Development is in conformance with the written housing priorities of the most recently published Local Homeless Assistance Continuum of Care Plan as of the Application Deadline; and
  - g. Additionally the following requirements must be met:
    - (1) Provide to the Corporation a copy of each General Information Notice for each occupied unit, as outlined in Item 3.a. of Exhibit I. Each notice must include proof of delivery by certified letter or by signed copy of the notice when hand delivered;
    - (2) Provide evidence demonstrating that the proposed Development is consistent with the applicable Consolidated Plan, as outlined in Item 3.b. of Exhibit I;
    - (3) Comply with the HUD environmental requirements as provided in 24 CFR 93.301(f)(1) and (2). Applicants will not be charged a fee for the environmental review, as stated in Item 3.c.(1) of Exhibit I;
    - (4) 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 I; and
    - (5) Certify that it understands the requirements of the current HUD lead based paint regulations as identified in 24 CFR Part 92 and Rule Chapter 67-48, F.A.C., as outlined in Item 3.c.(3) of Exhibit I.
10. The Credit Underwriter will also verify information submitted by the Applicant, including, but not limited to the following:
- a. The Applicant's Non-Profit status;
  - b. Each Scattered Site meets the requirements of this RFA and Section 42 of the IRC, if applicable;
  - c. The proposed Development's ability to meet the Enhanced Structural Systems Construction qualifications;
  - d. Calculation of eligible basis which may cause a reduction in the Housing Credit Allocation. This may include review of the location of buildings and whether all buildings are eligible for the eligible basis boost, if applicable;
  - e. The proposed Development's first phase or subsequent phase's status;

- f. Review of the Total Development Cost and its effect on the Total Development Cost Per Unit Limitation and, if applicable, the SAIL Request amount; and
- g. Verification that the ELI units are proportionately distributed across the unit mix. If the units are not, the ELI units will be adjusted and the ELI Loan Funding may be reduced.

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.

- 11. For 9% Housing Credit, the Carryover Allocation Agreement will provide deadlines for additional documentation.

**Exhibit E – Intentionally Omitted**



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

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

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

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

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

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

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

- a. Once the invitation to Credit Underwriting has been accepted, all Developments with at least one rehabilitation unit shall have a CNA prepared. This may include those with the Development Category of New Construction, if the plan includes rehabilitation of at least one existing unit. Due to closing deadlines outlined in Rule Chapters 67-48, F.A.C., the CNA process will run concurrently with the Credit Underwriting process (which includes the market study and PRL, if applicable).
- b. Upon receipt of the credit underwriting fee(s) and the CNA review fee, the Credit Underwriter shall obtain quotes for the CNA, and invoice the Applicant. The CNA shall be ordered by the Credit Underwriter no later than 7 Calendar Days after receiving the CNA fee deposit. The choice of the CNA provider will be left solely up to the Credit Underwriter, and shall be chosen from the Corporation's approved list of qualified providers.
- c. Once the CNA has been ordered, the CNA provider will contact the Applicant to obtain basic information regarding the current physical condition of the property. The Applicant (or designee) shall answer the CNA provider's request for information within 7 Calendar Days of receipt. Further, a physical inspection of the property shall be scheduled to take place between the CNA provider, the Applicant (or designee), the Corporation (if desired) and the Credit Underwriter (if desired), no later than 30 Calendar Days from the ordering of the CNA. No less than 7 Calendar Days prior to the physical inspection, the Applicant shall ensure that original construction plans, if

available, and a history of major repair expenditures covering at least the most recent 5 years, have been delivered to the CNA provider.

- d. At a minimum, the CNA provider will:
- (1) Review available documentation from the original construction and previous rehabilitations and current or planned improvements to the greatest extent possible:
    - Site survey;
    - Appraisals;
    - As-built drawings or record drawings;
    - Previous accessibility surveys;
    - Planned Capital Improvements;
    - Planned maintenance or replacement;
    - Previous reports on Property condition;
    - Existing Physical Deficiencies and pending work;
    - Warranties for construction products, appliances and equipment;
    - Preventative maintenance requirements;
    - Operations and maintenance plans;
    - Maintenance reports and contracts; and
    - Previous repairs, improvements or replacements.
  - (2) Make all appropriate inquiries to obtain and review any relevant information relating to the Property from the local governmental agencies and departments having jurisdiction over the Property. Documentation should include, to the greatest extent possible:
    - Certificates of Occupancy;
    - Inspection records and certificates;
    - Reports of existing building / fire code violations;
    - Reports of existing regulatory, health or zoning violations; and
    - Documentation of ongoing or pending litigation on Physical Conditions of the Property.
  - (3) Interview Applicant's point of contact and/or maintenance staff via a Pre-Site Visit questionnaire (Appendix E of the CNA Guide) to acquire information about preceding or pending repairs, replacements and their costs, level of preventive maintenance exercised;
  - (4) Conduct a review of the expected useful life of all equipment and building components using the Corporation's Estimated Useful Life Tables (Appendix F of the CNA Guide);
  - (5) Physically inspect the property via visual observation unless specified otherwise;

- (6) Develop a 15-year replacement reserve table to be used in Credit Underwriting and post-rehabilitation asset management in the prescribed format indicated in Appendix K of the CNA Guide;
  - (7) Review the Corporation requirements in Section Four A.8. of the RFA; and
  - (8) Consider the Applicant's scope of work preferences. (Note: The CNA provider will use his/her professional judgement in the appropriateness of items included in the Applicant's scope.)
- e. At a minimum, the physical inspection will include:
- (1) All vacant and out-of-service units;
  - (2) At least 25% of all occupied units;
  - (3) All units set aside to meet Section 504 of the Rehabilitation Act of 1973, as outlined in Section Four, A.8.a. of the RFA;
  - (4) At least one unit in each building;
  - (5) At least one unit of each bedroom-size configuration;
  - (6) All common areas; and
  - (7) For scattered sites, at least one unit from each site, but no less than the percentages specified above.
- f. The CNA provider will independently evaluate every aspect of the property including basic development information, evaluation of the Corporation's required construction features (if present), site conditions, building components and systems, amenities and program features and hazardous materials and conditions as indicated in Appendix A of the CNA Guide. The CNA provider should document representative conditions with photographs as prescribed in the CNA Guide and use reasonable efforts to document typical conditions present including material physical deficiencies, if any.
- g. The CNA provider shall also identify any known or observed deficiencies with the property, considering both individual units and common areas. The CNA provider should separately list in the CNA any existing conditions which threaten the life and safety of residents. Immediate needs of this nature should be brought to the attention of the property management, the Credit Underwriter, and the Corporation through the CNA report.
- h. The CNA provider shall conduct an accessibility survey using the format prescribed in Appendix B of the CNA Guide and the FHFC Accessibility requirements outlined in Sections Four A.8.a. and c. of the RFA.
- i. After the inspection and evaluation is complete, the CNA provider will deliver a CNA report to the Credit Underwriter and the Corporation. The CNA report shall follow the requirements and content as described in section 3.3 of the CNA Guide, and will reflect the CNA provider's independent professional opinion in regard to:

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

- (12) An evaluation of fixtures, casework and equipment conditions (as applicable) as indicated in Appendix A section V of the CNA guide;
  - (13) Evaluation of conditions of any amenities and program features on the property as indicated in Appendix A section VI of the CNA guide;
  - (14) A description of directly observed or potential on-site hazardous materials and conditions as indicated in Appendix A section VII of the CNA guide;
  - (15) An analysis of the estimated remaining useful life of the property, which shall be in the format prescribed by Appendices H and I of the CNA Guide;
  - (16) The basis for identifying any item for repair or replacement;
  - (17) Appendices (photographs, site plans, maps, etc.); and
  - (18) Certification of the CNA provider's qualifications and acknowledgments of who prepared the report, when the report was prepared, and for whom the report was prepared.
- j. The CNA provider will confirm that it is **physically** feasible to meet the requirements of Sections Four A.8.a. and A.8.c. of the RFA within the contemplated budget, and provide an estimated cost for meeting those requirements.
  - k. The CNA provider will opine as to the physical and financial feasibility of the inclusion of full-size ranges and ovens in all rehabilitation units. The CNA provider shall include supporting documentation (plan sketch with dimensions, photographs, etc.) that support their conclusion.
  - l. The CNA provider will opine as to the physical and financial feasibility of all of the Green Features required in Section Four A.8.d. of the RFA.
  - m. Where appropriate, the CNA provider will comment on the proportions of physical needs that have resulted from accumulated deferred maintenance, and from ordinary use and decline of a properly maintained property. If, in the CNA provider's expert opinion, the deterioration of the property has been accelerated by poor management practices, that information must be disclosed to the Credit Underwriter and the Corporation.
  - n. The CNA provider will also comment on whether rehabilitation of a particular feature ordinarily requires relocation of the tenant.
3. The Scoping Stage (Steps 8-11)
- a. The CNA provider will complete a draft of the Rehabilitation Scope of Work spreadsheet, utilizing the information gathered from steps 3-7 above and each Rehabilitation Scope of Work must include the measures listed below. The Rehabilitation Scope of Work spreadsheet (rev. 05-2020) is attached to this Exhibit.
    - (1) A minimum per unit hard cost budget of non-luxury improvements as specified in the RFA.

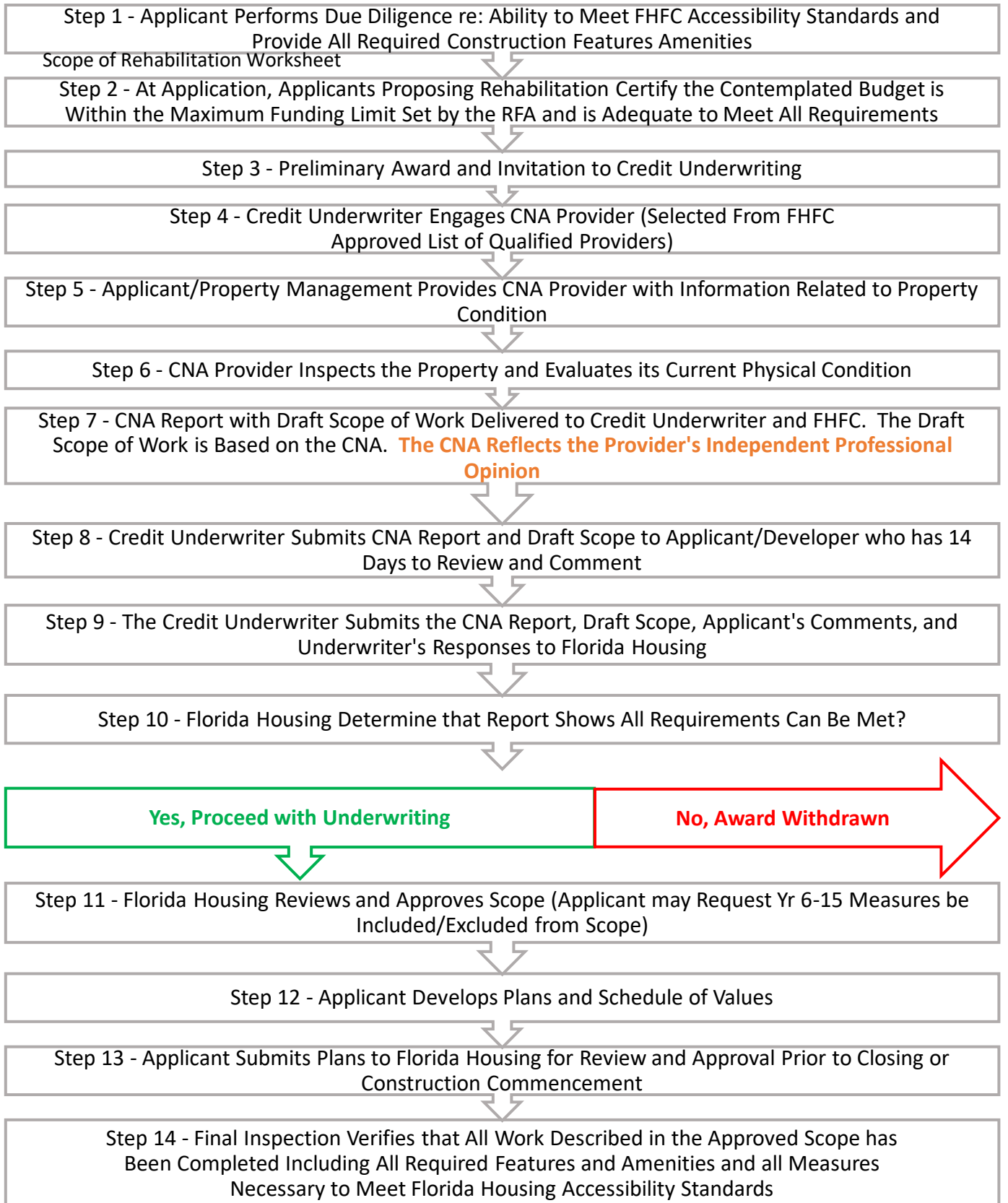
- (2) Corrective actions for all Immediate and Critical needs noted in the CNA including all deficiencies which threaten health and life safety, as well as observed and recorded building or fire code issues.
  - (3) The replacement of any component of the building or site with an effective remaining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

- (6) To the extent that funding is available, replacement of any component of the building or site with an effective remaining useful life of less than 15 years (6-15 yr Need in the worksheet); and
  - (7) Enhancements required to make the property marketable (Marketability in the worksheet).
- c. Systems and components with more than 5, but less than 15 years of remaining useful life should be prioritized in the following order:
- (1) Site improvements;
  - (2) Structural components and building envelope;
  - (3) Mechanical, electrical, and plumbing systems;
  - (4) Unit improvements including fixtures and finishes;
  - (5) Common area improvements; and
  - (6) Other improvements.
- d. Once the CNA report is completed by the CNA provider, the report will be sent to the Credit Underwriter and the Corporation, with the draft Rehabilitation Scope of Work spreadsheet, as soon as practicable, but no later than 30 days after the completion of the site inspection.
- e. Upon receipt of the CNA report and draft Scope of Work, the Credit Underwriter will forward the documents to the Applicant. The Applicant shall then have a 14 Calendar Day review period in which the Applicant may provide addition information and comment on the draft Scope of Work.
- f. Upon the close of the Applicant's 14 Calendar Day review and comment period, the Credit Underwriter shall have a 7 Calendar Day review period in which the Credit Underwriter may craft opinions and recommendations to the Corporation regarding the Applicant's comments on the draft Scope of Work. At the end of this 7 Calendar Day period, the Credit Underwriter shall submit the CNA report, the draft Scope of Work, the Applicant's comments (on the draft scope) and the Credit Underwriter's opinions and recommendations to the Corporation.
- g. The Corporation shall review the material provided by the Credit Underwriter to first determine that all of the requirements of Sections Four A.8.a. and c. have been met within available sources for the proposed Rehabilitation of the Development. If the Corporation determines the above requirements cannot be met with available sources, the preliminary award will be rescinded.
4. Credit Underwriting and Beyond (Steps 12–15)
- a. If the Corporation determines that all of the requirements of Sections Four A.8.a. and c. can be met, and that there are no other issues that would disqualify the Applicant, then the Credit Underwriting process may proceed.

- b. During the Credit Underwriting process, the Corporation will review and approve the final Scope of Work for the project.
- c. Once the Corporation has approved the final Scope of Work for the Development, the Applicant shall develop construction plans and the schedule of values for the Development. These construction plans shall be submitted to the Corporation for review and approval during the credit underwriting process.
- d. As with any funding, the Corporation will conduct a final inspection to verify that all work in the approved Scope of Work has been completed, including delivery of all required features, amenities and measures needed to meet the Corporation's Housing Accessibility Standards.



Flowchart



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

REHABILITATION WORK SCOPE

APPLICATION NUMBER:

RFA NUMBER:

DEMOGRAPHIC:

DEVELOPMENT NAME:

DEVELOPMENT LOCATION:

DEVELOPER:

APPLICANT NAME:

YEAR BUILT:

RESIDENTIAL UNIT COUNT:

GROSS SQUARE FOOTAGE:

NUMBER OF LINK UNITS:

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

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

## Exhibit G - Tenant Selection Requirements

### Extremely Low Income (ELI) Household's Tenant Selection Criteria

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

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

### Additional Tenant Selection Criteria for All Households

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

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

### Tenant Application Fees and Deposits

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

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

### Application for Tenancy

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

- The tenant selection approach and criteria used to evaluate and determine a household's application for tenancy. The criteria under which a household was screened and evaluated, as well as the determination, must be included in each tenant household's file.

The approach regarding a household's notification and appeal process and timeline, if the household's application is rejected or determined ineligible.

- A description of reasonable accommodations or reasonable modifications for persons with disabilities, pursuant to Section 504 of the Rehabilitation Act of 1973. The description shall include accommodations that must be considered by the Development such as physical dwelling unit modifications for greater accessibility and use, as well as individualized assessments of mitigating factors related to a disability that adversely affected a household's credit, eviction or criminal history. The description shall also include the process for requesting a reasonable accommodation, the determination approach, and decision-making timelines.

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

#### Notification of Rejection or Ineligibility for Tenancy

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

The notification will be provided to a household within 5 business days from the day the determination is made.

The notice must include information regarding:

- The reasons a household's application for tenancy was rejected or determined ineligible.
- A household's right to appeal the Development's decision, as well as complete instructions regarding how a household may appeal the decision.

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

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

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

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

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

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

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

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

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

- (4) The ELI Loan shall be serviced either directly by the Corporation or by the Corporation's servicer on behalf of the Corporation;
- (5) The Corporation and the Corporation's servicer shall monitor compliance of all terms and conditions of the loan and shall require that certain terms and conditions be embodied in the Land Use Restriction Agreement and recorded in the public records of the county wherein the Development is located. Violation of any material term or condition of the documents evidencing or securing the loan shall constitute a default during the term of the loan if not appropriately cured. The Corporation shall take appropriate legal action to effect compliance if a violation of any material term or condition relative to the set-aside of units for ELI Households is discovered during the course of compliance monitoring or by any other means;
- (6) The Corporation shall require adequate insurance to be maintained on the Development as determined by the Corporation or the Corporation's servicer sufficient to meet the standards established in the Florida Housing Finance Corporation (FHFC) Insurance Guide, dated August 30, 2016, as updated, as outlined in Exhibit C of the RFA;
- (7) All ELI Loans shall be in conformance with applicable federal and state statutes, including the Fair Housing Act as implemented by 24 CFR Part 100, Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, and Section 504 of the Rehabilitation Act of 1973 ("Section 504 and its related regulations"), as outlined in Section Four, A.8. of the RFA. To the extent that a Development is not otherwise subject to Section 504 and its related regulations, the Development shall nevertheless comply with Section 504 and its related regulations as requirements of the SAIL Program to the same extent as if the SAIL Development were subject to Section 504 and its related regulations in all respects. To that end, for purposes of the SAIL Program, SAIL funding shall be deemed "Federal financial assistance" within the meaning of that term as used in Section 504 and its related regulations for all SAIL Developments, as outlined in Section Four, A.8. of the RFA;
- (8) Rent controls for the ELI Set-Aside units for which the ELI Loan is issued shall be restricted at the level applicable for federal Housing Credits;
- (9) The documents creating, evidencing or securing each ELI Loan must provide that any violation of the terms and conditions described in this Exhibit to the RFA constitutes a default under the ELI Loan documents allowing the Corporation to accelerate its loan and to seek foreclosure as well as any other remedies legally available to it;
- (10) The affordability period committed to in this RFA includes the units set aside for ELI Households. After 15 years, all of the ELI Set-Aside units may convert to

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

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

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

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

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

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

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

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



**Exhibit I – Credit Underwriting Procedures for the NHTF Forgivable Loan**

The applicable credit underwriting, program requirements and loan terms and conditions are outlined in Rule Chapter 67-48, F.A.C. The applicable ELI Loan credit underwriting, program requirements and loan terms and conditions are outlined in Exhibit H of the RFA.

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

**1. Credit Underwriting Procedures for the NHTF Loan**

- a. The invitation to enter credit underwriting constitutes a preliminary commitment for the NHTF Loan.
- b. The credit underwriting for the NHTF Loan will be accomplished along with the credit underwriting for the SAIL Loan and ELI Loan. The Credit Underwriter may request additional information at any time during the credit underwriting process for the NHTF Loan.
- c. The Credit Underwriter's loan recommendations for the NHTF Loan will be sent to the Board for approval at the time the SAIL Loan and ELI Loan recommendation(s) are sent.
- d. A firm loan commitment for the NHTF Loan will be issued at the time the firm loan commitment(s) for the SAIL Loan and ELI Loan is issued.
- e. The NHTF Loan must close by the deadlines outlined in Rule Chapter 67-48, F.A.C., for the SAIL Loan.
- f. Each Development that is awarded a forgivable NHTF loan shall have the final amount of NHTF loan sized based on the following criteria:
  - (1) The initial amount will be based on providing all required and all optional NHTF Units. Whereas the NHTF units can float throughout the Development and are not tied to any specific bedroom count, the intended households to be served would most likely align with the smaller bedroom count units, like Zero or one-bedroom units. The amount for each of these units shall equal the NHTF Set-Aside per unit minimums that are dependent upon the county where the proposed Development is located, as outlined on the chart below.

NHTF Set-Aside per unit minimums:

County	NHTF Request per Unit	County	NHTF Request per Unit	County	NHTF Request per Unit
Alachua	<del>\$190,200</del> <u>199,300</u>	Hardee	<del>\$143,600</del> <u>151,200</u>	Okaloosa	<del>\$212,300</del> <u>214,200</u>
Baker	<del>\$193,600</del> <u>200,500</u>	Hendry	<del>\$143,600</del> <u>151,200</u>	Okeechobee	<del>\$143,600</del> <u>151,200</u>
Bay	<del>\$189,000</del> <u>182,900</u>	Hernando	<del>\$191,700</del> <u>201,200</u>	Orange	<del>\$197,800</del> <u>207,700</u>
Bradford	<del>\$161</del> <u>156,900</u>	Highlands	<del>\$143,600</del> <u>151,200</u>	Osceola	<del>\$197,800</del> <u>207,700</u>
Brevard	<del>\$188,600</del> <u>197,800</u>	Hillsborough	<del>\$191,700</del> <u>201,200</u>	Palm Beach	<del>\$239,000</del> <u>232,900</u>
Broward	<del>\$242,500</del> <u>239,400</u>	Holmes	<del>\$143,600</del> <u>151,200</u>	Pasco	<del>\$191,700</del> <u>201,200</u>
Calhoun	<del>\$143,600</del> <u>151,200</u>	Indian River	<del>\$189,400</del> <u>198,600</u>	Pinellas	<del>\$191,700</del> <u>201,200</u>
Charlotte	<del>\$168</del> <u>176,400</u>	Jackson	<del>\$143,600</del> <u>151,200</u>	Polk	<del>\$160,400</del> <u>168,000</u>
Citrus	<del>\$152,400</del> <u>151,200</u>	Jefferson	<del>\$197,800</del> <u>207,700</u>	Putnam	<del>\$143,600</del> <u>151,200</u>
Clay	\$203,900	Lafayette	<del>\$152,000</del> <u>155,400</u>	Saint Johns	\$203,900
Collier	<del>\$224</del> <u>229,500</u>	Lake	<del>\$197,800</del> <u>207,700</u>	Saint Lucie	<del>\$189</del> <u>194,400</u>
Columbia	<del>\$152</del> <u>160,400</u>	Lee	<del>\$187</del> <u>195,900</u>	Santa Rosa	<del>\$179,500</del> <u>187,900</u>
DeSoto	<del>\$143,600</del> <u>151,200</u>	Leon	<del>\$197,800</del> <u>207,700</u>	Sarasota	<del>\$208,500</del> <u>210,400</u>
Dixie	<del>\$143,600</del> <u>151,200</u>	Levy	<del>\$143,600</del> <u>151,200</u>	Seminole	<del>\$197,800</del> <u>207,700</u>
Duval	\$203,900	Liberty	<del>\$143,600</del> <u>151,200</u>	Sumter	<del>\$184,800</del> <u>183,300</u>
Escambia	<del>\$179,500</del> <u>187,900</u>	Madison	<del>\$143,600</del> <u>151,200</u>	Suwannee	<del>\$143,600</del> <u>151,200</u>
Flagler	<del>\$178,700</del> <u>187,100</u>	Manatee	<del>\$208,500</del> <u>210,400</u>	Taylor	<del>\$143,600</del> <u>151,200</u>
Franklin	<del>\$151,200</del> <u>158,500</u>	Marion	<del>\$149,700</del> <u>151,600</u>	Union	<del>\$143,600</del> <u>151,200</u>
Gadsden	<del>\$197,800</del> <u>207,700</u>	Martin	<del>\$189</del> <u>194,400</u>	Volusia	<del>\$176,800</del> <u>177,900</u>
Gilchrist	<del>\$190,200</del> <u>199,300</u>	Miami-Dade	<del>\$249,000</del> <u>245,900</u>	Wakulla	<del>\$190,200</del> <u>198,900</u>
Glades	<del>\$143,600</del> <u>151,200</u>	Monroe	<del>\$274,200</del> <u>276,800</u>	Walton	<del>\$181,000</del> <u>189,400</u>
Gulf	\$159,600	Nassau	\$203,900	Washington	<del>\$143,600</del> <u>151,200</u>
Hamilton	<del>\$143,600</del> <u>151,200</u>				

- (2) If there is NHTF Loan pool funding remaining, then each of the Applications with NHTF **Funding** will be awarded a pro rata amount of the remaining NHTF loan pool, up to the NHTF Set-Aside per unit Maximum Limits, which are dependent upon the county where the proposed Development is located and the construction type of the proposed Development, as outlined in the chart below. If each of those Applications is awarded the NHTF Set-Aside per unit limit and there is NHTF Loan pool funding remaining, the remaining NHTF Loan pool will be distributed as approved by the Board.

NHTF Set-Aside per unit Maximum Limits

Maximum Subsidy Limits– New Construction Only		
Construction Type	Miami-Dade, Broward, Palm Beach Counties	Remainder of Florida
Garden – Non-ESS	N/A	\$185,500
Garden – Concrete	\$239,300	\$218,000
Mid-Rise – Non-ESS	N/A	\$218,000
Mid-Rise – Concrete	\$260,300	\$237,800
High-Rise	\$309,200	\$284,000
Add this factor to the all above limits if a development is subject to the requirements of the Davis-Bacon Act		\$5,000

\*N/A means the Construction Type is not allowed or is inappropriate for the location.

- (3) If there is not enough NHTF Loan pool funding to provide the NHTF Set-Aside per unit minimums for each **New Construction**, Large County Application awarded NHTF Funding to provide all NHTF Units, then one optional NHTF unit will be removed in the sequence below until the total amount of NHTF funding awarded no longer exceeds the NHTF loan pool. If following this sequence creates an amount of total NHTF awards equal to the NHTF loan pool, then the process is completed. If following this sequence creates an amount of total NHTF awards less than the NHTF Loan pool, then a pro rata increase will be awarded as provided in (2) above.
- (a) The Proposed Development from the Medium County with the highest amount of NHTF Funding per unit amount, and if two Medium Counties are tied with the highest amount of NHTF Funding per unit amount, then the last one selected;
  - (b) The Proposed Development from the Medium County with the next highest amount of NHTF Funding per unit amount, and if two Medium

Counties are tied with the next highest amount of NHTF Funding per unit amount, then the last one selected;

- (c) The Proposed Development from the Medium County with the smallest amount of NHTF Funding per unit amount, and if two Medium Counties are tied with the smallest amount of NHTF Funding per unit amount, then the last one selected;
- (d) Repeating this same sequence with the Large County Applications that were awarded NHTF Funding.

## 2. Terms and Conditions of the NHTF Loan

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

- a. The terms and conditions of the NHTF Loan shall be as follows:
  - (1) The NHTF Loan may be in a first, second, or other subordinated lien position;
  - (2) The NHTF Loan shall:
    - (a) Have the amount based on the funding requirements set forth in this RFA; and
  - (b) Be non-amortizing at 0 percent simple interest per annum over the life of the NHTF Loan, with the principal forgivable at maturity provided the units for which the NHTF Loan amount is awarded are targeted as NHTF Units for the first 30 years of the Compliance Period. The minimum term of the NHTF Loan is 30 years; and
    - (c) Up to 33.33 percent of the NHTF award can be used as an operating deficit reserve for operations associated with deeper income targeting for the NHTF units over 30 years.
  - (3) Any sale, conveyance, assignment, or other transfer of interest or the grant of a security interest in all or any part of the title to the Development other than a superior mortgage shall be subject to the Corporation's prior written approval. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request;
  - (4) The NHTF Loan shall be serviced either directly by the Corporation or by the Corporation's servicer on behalf of the Corporation;
  - (5) The Corporation and the Corporation's servicer shall monitor compliance of all terms and conditions of the loan and shall require that certain terms and conditions be

embodied in the Land Use Restriction Agreement and recorded in the public records of the county wherein the Development is located. Violation of any material term or condition of the documents evidencing or securing the loan shall constitute a default during the term of the loan if not appropriately cured. The Corporation shall take appropriate legal action to effect compliance if a violation of any material term or condition relative to the set-aside of units for NHTF Units is discovered during the course of compliance monitoring or by any other means;

- (6) Rent controls for the 22 percent AMI units for which the NHTF Loan is issued shall be restricted at the level applicable for federal Housing Credits;
  - (7) The documents creating, evidencing or securing each NHTF Loan must provide that any violation of the terms and conditions described in this Exhibit to the RFA constitutes a default under the NHTF Loan documents allowing the Corporation to accelerate its loan and to seek foreclosure as well as any other remedies legally available to it; and
  - (8) The Compliance Period committed to in this RFA includes the units set aside at 22 percent AMI as NHTF Units. After 30 years, all of the NHTF Units may convert to serve residents at or below 60 percent AMI; however, the Persons with Special Needs set-aside commitment must be maintained throughout the entire affordability period.
- b. The NHTF Loan shall be assumable upon sale or transfer of the Development if the following conditions are met:
- (1) The proposed transferee meets all specific Applicant identity criteria which were required as conditions of the original loan;
  - (2) The proposed transferee agrees to maintain all ELI Set-Asides and other requirements of the NHTF Loan for the period originally specified or longer; and
  - (3) The proposed transferee and release of transferor receives a favorable recommendation from the Credit Underwriter and approval by the Board of Directors of the Corporation.

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

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

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

- (8) Retainage in the amount of 10 percent per Draw shall be held by the servicer during construction until the Development is 50 percent complete. At 50 percent completion, no additional retainage shall be held from the remaining Draws. Release of funds held by the Corporation's servicer as retainage shall occur pursuant to the NHTF Loan Agreement.

### 3. Additional NHTF Unit Requirements

Applicants will be required to comply with the following requirements and provide the following information:

a. General Information Notice

In accordance with the Uniform Relocation Act (URA), as part of 24 CFR Part 92, a Development receiving NHTF funds must provide a notice to all tenants informing them of their rights under the URA in accordance with Chapter 2 of the HUD Handbook 1378\*. The proper manner of notice is provided in this Handbook. A copy of each General Information Notice must be provided to each tenant, not just tenants in NHTF Units. By the due date outlined in the invitation to enter credit underwriting, the Applicant must provide to the Corporation a copy of each General Information Notice for each occupied unit. Each notice must include proof of delivery by certified letter or by signed copy of the notice when hand delivered.

b. Certification of Consistency with the Consolidated Plan

During the credit underwriting process, the Applicant will be required to provide evidence demonstrating that the proposed Development is consistent with the applicable Consolidated Plan. Developments located in entitlement jurisdictions should request a certification of consistency letter from the appropriate authorities in that jurisdiction (typically, the community development staff). Developments located in non-entitlement jurisdictions (e.g. small non-entitlement cities or unincorporated areas of counties) should request a certification of consistency letter from the state. To request a certification of consistency letter from the state (or if you are not sure which Consolidated Plan applies to the location of your proposed HOME Development), please contact:

Florida Housing Finance Corporation  
HOME staff  
850-488-4197

c. Other Federal Requirements

(1) HUD Environmental Requirements

All Applicants awarded NHTF Funding will be required to comply with the HUD environmental requirements as provided in 24 CFR 93.301(f)(1) and (2).

Applicants that qualify as Non-Profit Applicants will not be charged a fee for the environmental review.

(2) 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 ineligible for funding. 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\*.

(3) 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 as identified in 24 CFR Part 92 and Rule Chapter 67-48, F.A.C.

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.

(4) Section 3

Each Applicant shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on funded projects in the community. The Applicant shall keep records to document the number of low- and moderate-income people who are hired to work on funded projects.

(5) Flood

The Applicant shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a, as applicable.

(6) Historic Preservation

The Applicant shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, as applicable. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.



\*Documents can be found on the RFA Webpage.

**Exhibit J – Grant Funding Terms and Conditions****A. Grant Funding Terms and Conditions:**

1. The Grant Funding shall be revocable if the Grant Funds were used for any purpose not permitted under the RFA or grant agreement or that the Grant Funds were awarded or disbursed to Grantee based upon fraud or misrepresentation committed by the Grantee during the Compliance Period.
2. The Grant Funding shall be serviced either directly by the Corporation or by the servicer on behalf of the Corporation.
3. The Corporation shall monitor compliance of all terms and conditions of the Grant Funding and shall require that certain terms and conditions be embodied in the Restrictive Covenant and Grant 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 Grant Funding shall constitute a default during the term of the Grant. 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 is discovered during the course of compliance monitoring or by any other means.
4. The documents creating, evidencing or securing the Grant Funding must provide that any violation of the terms and conditions described in this RFA, constitutes a default under the Grant Funding documents allowing the Corporation to accelerate its grant agreement and to seek any legally available remedies.
5. The Compliance Period for a Development funded with Grant Funding shall be, as stated in the RFA, but at a minimum, a period of time equal to 50 years from the date the first residential unit is occupied. For Developments that contain occupied units at the time of closing, the Compliance Period shall begin no later than the termination of the last lease executed prior to closing of the Grant Funding.
6. If a guarantor(s) is considered necessary by the Credit Underwriter and unless and until a guarantor's obligations for Grant Funding are terminated as approved in writing by the Corporation or its servicer, the guarantor(s) shall furnish to the Corporation or its servicer financial statements as provided in paragraphs (a) through (c) below as the Corporation or its servicer may reasonably request.
  - a. The financial statements audited, compiled or reviewed by a licensed Certified Public Accountant are to be prepared in accordance with accounting principles 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, if any.

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, if an audited financial statement has not been prepared, a federal income tax return filed for the most recently completed year.

7. The firm commitment letter 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 issuance of a firm commitment letter 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 commitment letter. 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 commitment letter. 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. If the Corporation determines to not recommend an approval of the extension request, the written request will then be submitted to the Corporation's Board for consideration. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, and make a determination of whether to grant the requested extension. The Corporation shall charge a non-refundable extension fee of one percent of each award amount if the request to extend the credit underwriting and firm commitment letter process beyond the initial 12 month deadline is approved. If an approved extension is utilized, Applicants must pay the extension fee not later than seven Calendar Days after the original 12 month deadline. If, by the end of the extension period, the Applicant has not received a firm commitment letter, then the preliminary commitment shall be withdrawn.
8. The grant funding must close within 120 days of the date of the firm commitment. Unless an extension is approved by the Corporation, failure to close the grant by the specified deadline shall result in the firm commitment being deemed void and the funds shall be de-obligated. Applicants may request one extension of the closing deadline outlined above for a term of up to 90 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 grant. In determining whether to grant an extension, the Corporation will consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant the requested extension. If the Corporation determines to not recommend an approval of the extension request, the written request will then be submitted to the Corporation's Board for consideration. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, and make a determination of whether to grant the requested extension. The Corporation shall charge a non-refundable extension fee of one percent of each award amount if the request to extend the initial 120 day deadline is approved. In the

event the funding does not close by the end of the extension period, the funds will be de-obligated. If an approved extension is utilized, Applicants must pay the extension fee not later than seven Calendar Days after the initial 120 day deadline. If, by the end of the extension period, the Applicant has not closed the grant funding, then the firm commitment will be deemed void and the funds shall be de-obligated.

B. Sale, Transfer or Refinancing of a Development with Grant Funding.

1. 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.
2. The Grant Funding shall be assumable upon sale or transfer of the Development if the following conditions are met:
  - a. The proposed transferee meets all specific Applicant identity criteria which were required as conditions of the original Grant Funding;
  - b. The proposed transferee agrees to maintain all set-asides and other requirements of the grant for the period originally specified or longer; and
  - c. 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 RFA.

3. If the Grant Funding is not assumed since the buyer does not meet the criteria for assumption of the Grant Funding, the Grant Funding shall be repaid from the proceeds of the sale in the following order of priority:
  - a. First mortgage debt service, first mortgage fees;
  - b. Expenses of the sale; and
  - c. If there will be insufficient funds available from the proposed sale of the Development to satisfy paragraphs (3)(a)-(b) above, the Grant Funding shall not be satisfied until the Corporation has received:
    - (1) 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;

- (2) 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
- (3) A certification from the Applicant that there are no Development funds available to satisfy paragraphs (3)(a)-(b) above, and the Applicant knows of no source from which funds could or would be forthcoming to satisfy paragraphs (3)(a)-(b) above.

C. Grant Funding Construction/Rehabilitation Disbursements

1. Grant proceeds shall be disbursed during the construction phase in an amount per Draw which does not exceed the ratio of the Grant to the Total Development Cost, unless approved by the Credit Underwriter.
2. Ten (10) business days prior to each Draw, the Applicant shall supply the Corporation's servicer, as agent for the Corporation, with a written request executed by the Applicant for a Draw. The request shall set forth the amount to be paid and shall be accompanied by documentation specified by the Corporation's servicer including claims for labor and materials to date of the last inspection.
3. The Corporation and its servicer shall review the request for a Draw, and the servicer shall provide the Corporation with approval of the request or an alternative recommendation.
4. The Corporation shall disburse construction Draws through Automated Clearing House (ACH). The Applicant may request disbursement of construction Draws via a wire transfer. The Applicant will be charged a fee of \$10 for each wire transfer requested. This charge will be netted against the Draw amount.
5. The Corporation shall elect to withhold any Draw or portion of any Draw, notwithstanding any documentation submitted by the Applicant in connection with the request for a Draw, if:
  - a. The Corporation or the Corporation's servicer determines at any time that the actual cost budget or progress of construction differs from that as shown on the grant documents; or
  - b. The percentage of progress of construction of the improvements differs from that shown on the request for a Draw.
6. The servicer may request submission of revised construction/rehabilitation budgets.
7. Based on the Applicant's progress of construction, if the Corporation determines that further analysis by the Credit Underwriter is required prior to the release of the final Draw, the Applicant shall pay to the Credit Underwriter a fee based on an hourly rate

determined pursuant to the contract between the Corporation and the Credit Underwriter.

8. Retainage in the amount of 10 percent per Draw shall be held by the servicer during construction until the Development is 50 percent complete. At 50 percent completion, no additional retainage shall be held from the remaining Draws. Release of funds held by the Corporation's servicer as retainage shall occur pursuant to the Grant Funding agreement.

**Applicant Certification and Acknowledgement Form**

1. The Applicant and all Financial Beneficiaries have read all applicable Corporation rules governing this RFA and have read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in Rule Chapter 67-48, F.A.C. The Applicant and all Financial Beneficiaries have read, understand and will comply with Section 42 of the Internal Revenue Code, as amended, and all related federal regulations.
2. The Applicant has reviewed section 67-48.004, F.A.C. and subsections 67-48.009(5), F.A.C. and 67-48.023(1), F.A.C., and certifies to its eligibility to apply for the funding offered in this RFA.
3. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation.
4. The Applicant acknowledges and certifies that it will abide by all commitments, requirements, and due dates outlined in the RFA, inclusive of all exhibits. Failure to provide the required information by any stated deadlines may result in the withdrawal of the invitation to enter credit underwriting, unless an extension is approved by the Corporation.
5. By submitting the Application, the Applicant acknowledges and certifies that the proposed Development will meet all state building codes, including the Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S., the Fair Housing Act as implemented by 24 CFR Part 100, including the Affirmative Fair Housing Marketing Plan; Violence Against Women Act Reauthorization Act of 2013; Section 504 of the Rehabilitation Act of 1973 as outlined in Section Four, A.8. of the RFA; and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules.
6. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in this Application that may be conducted by the Corporation, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation staff.
7. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the Corporation. The Applicant commits that no qualified residents will be refused occupancy because they have Section 8 vouchers or certificates. The Applicant further commits to actively seek tenants from public housing authority waiting lists and tenants who are participating in and/or have successfully completed the training provided by welfare to work or self-sufficiency type programs.
8. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development Team's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Development Team (which consists of Developer, Management Company, General Contractor, Architect, Attorney,

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

9. The Applicant's commitments will be included in (i) a Land Use Restriction Agreement(s) for the SAIL loan(s) and (ii) an Extended Use Agreement for the Housing Credits, and must be maintained in order for the Development to remain in compliance, unless the Board approves a change.
10. A tenant's participation in or receipt of community-based or on-site healthcare or supportive services is not a requirement for tenancy. Applicants will not charge a fee for resident community-based services coordination, resident programs or other related services required by this RFA or those that the Applicant has described in this Application as providing at no charge to the resident. The Applicant will not charge a fee to tenants for services, programs, or activities that were made available to a tenant, but that the tenant did not participate in or receive.
11. Contributing money or time to the Development or any organization by the tenant, guardian or family member will not be a factor in tenant selection, access to the Development waiting list or a condition of the lease.
12. The Applicant certifies that there are no agreements, other than the letter of intent provided with this Application or the Limited Partnership Agreement, between the Applicant and the Housing Credit Syndicator/equity provider.
13. The Applicant certifies that the complete Limited Partnership Agreement, including any amendments thereto, will be divulged to the Corporation and the credit underwriter.
14. The Applicant understands and agrees that it will ensure that (i) none of the General Contractor duties to manage and control the construction of the Development are subcontracted; (ii) none of the construction or inspection work that is normally performed by subcontractors is performed by the General Contractor; (iii) no construction cost is subcontracted to any entity that has common ownership or is an Affiliate of the General Contractor or the Developer, as further described in subsection 67-48.0072(17), F.A.C.; and (iv) a provision is provided in the contract with General Contractor that it will comply with subsection 67-48.0072(17)F.A.C.
15. The Applicant, the Developer and all Principals are in good standing among all other states' housing agencies and have not been prohibited from applying for funding.
16. 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.



17. During the credit underwriting process, demonstrate that the Development meets the requirements of this RFA and Section 42 of the IRC.
18. The invitation to enter credit underwriting will be rescinded if it is determined that the proposed Development was placed in-service prior to the year in which it received its allocation.
19. Applicants that commit to serve the Persons with a Disabling Condition Demographic must be a housing provider in the Continuum of Care's Homeless Coordinated Entry system as required by the U.S. Department of Housing and Urban Development. The Applicant will utilize the Continuum's Coordinated Entry system to meet the homeless demographic set-aside commitment, unless Florida Housing approves another approach to meet this demographic commitment.
20. 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.
21. The Applicant has read, understands, and will comply with the Capital Needs Assessment requirements outlined in Exhibit F.
22. The Applicant has read, understands and will comply with the ~~Tenant Selection Plan~~tenant selection requirements outlined in Exhibit G.
23. The undersigned is authorized to bind the Applicant entity to this certification and warranty of truthfulness and completeness of the Application.

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

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

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

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

NOTE: Provide this form as Attachment 1 to the RFA. This form must be signed by the Authorized Principal Representative stated in Exhibit A.