

**REQUEST FOR APPLICATIONS**

**RFA 2023-108 HOUSING CREDIT AND RRLP FINANCING FOR  
HOMELESS HOUSING DEVELOPMENTS LOCATED  
IN MEDIUM AND LARGE COUNTIES AFFECTED BY HURRICANES IAN  
AND NICOLE**

**Issued By:**

**FLORIDA HOUSING FINANCE CORPORATION**

**Issued: April 11, 2023**

**Due: April 27, 2023**

## SECTION ONE INTRODUCTION

This Request for Applications (RFA) is open to Non-Profit Applicants proposing the development of housing for Homeless Households as defined in Exhibit B of this RFA, that also include a portion of units for Persons with Special Needs, located in the Medium and Large Counties, with a goal to fund one Application in Lee County as described below.

This Request for Applications (RFA) is open to Applicants proposing the construction of affordable housing utilizing Rental Recovery Loan Program (RRLP) funding for Developments in the following Hurricane impacted counties and based on the available impact criteria and FEMA data:

Tier 1 Counties: Charlotte, Lee, Orange, Sarasota and Volusia

Tier 2 Counties: Collier, Hillsborough, Osceola, Polk and Seminole

The intent of this RFA is to help communities address the significant need for housing for Homeless Households or individuals living in more restrictive settings due to the lack of 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 Rental Recovery Loan Program (RRLP) funding.

A. Competitive HC

The Corporation expects to offer an estimated \$4,890,000 of Competitive Housing Credits available to proposed Developments under this RFA.

B. RRLP:

The Corporation expects to offer an estimated \$8,400,000 of RRLP appropriated by the 2022 Florida Legislature will be made available to proposed Developments under this RFA. 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. Home Investment Partnerships Program (HOME) From The American Rescue Plan Act (HOME-ARP)

The Corporation expects to offer an estimated \$5,500,000 in HOME-ARP Funding. All Applicants will be required to commit a certain number of 22% Units that meet the requirements outlined in Section Four, A.6.c.(2)(c) of the RFA. Applicants may also commit to additional 22% Units. HOME-ARP funding will be awarded based on each 22% Unit, regardless of whether the 22% Unit was required or optional. The invitation to enter credit underwriting will inform the Applicant of the HOME-ARP award amount, and the requirement to set-aside 22% Units.

HOME-ARP requirements would apply such as how the units must be used for Qualifying Populations, the HUD environmental requirements provided in 24 CFR Part 92 and 24 CFR Part 58, AND Davis-Bacon requirements, if there are at least twelve 22% 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. and 67-60, F.A.C., (effective July 6, 2022) 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/2023/2023-108> (also available by clicking [here](#)).*

### **A. Submission Requirements**

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

The Application Deadline is **3:00 p.m., Eastern Time, on April 27, 2023.**

#### **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/Development Cost Pro Forma (Exhibit A of the RFA);
- (2) The narrative description responses (Section Four, C. of Exhibit A of the RFA);
- (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 individual documents within the Application Package (e.g. the Exhibit A document 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

To upload the Application Package described in 2.a. above:

- 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 saved documents:
  - (1) The Application (Exhibit A) in Excel format;
  - (2) 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);
  - (3) The narrative description responses in Word format; and
  - (4) The All Attachments Document in a pdf format.

The average file size is 1.0 MB and may take a few minutes to upload. Larger files may take longer to upload. There is a file size limit of 15 MB, but this may 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 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.

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

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. Submitting the Application Fee

##### 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

5. 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.

6. 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\\_2023-108\\_Questions@floridahousing.org](mailto:RFA_2023-108_Questions@floridahousing.org) (also accessible by clicking [here](#)) with “Questions regarding RFA 2023-108” as the subject of the email. Phone calls or written inquiries other than at the above e-mail address will not be accepted. All inquiries that are received by April 17, 2023 will receive a response by 5:00 p.m., Eastern Time, on April 19, 2023. 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. Section 119.071(1)(b)2, Fla. Stat. authorizes the Corporation to exempt this material from disclosure requirements; however, the Corporation intends to post the Applications to the RFA Webpage sooner than 30 days after the Application Deadline.
  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 and all provisions of Rule Chapters 67-48, F.A.C., 67-60, F.A.C., and the Compliance requirements of Rule Chapter 67-53, F.A.C.
  4. **Modifications.** Any modifications that occur to the Request for Application will be posted on the web site and may result in an extension of the deadline. It is the responsibility of the Applicant to check the website for any modifications prior to the Application Deadline.

To the extent that a modification gives rise to a protest, failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

- 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 work.

**A. Exhibit A Items**

**1. Review of Application**

During the Review Committee scoring process, the Corporation (i) may rely on the answers submitted by the Applicant in Exhibit A, the Development Cost Pro Forma, and the Principal Disclosure Form; and (ii) may, but is not obligated to, review the substance of the documentation that is submitted as Attachments to the Application.

If it is determined that the Attachments do not meet the RFA requirements or the Applicant submitted materially incorrect information in the Application, the Corporation may take any or all of the following actions, even if the Application was not selected for funding, was deemed ineligible, or was withdrawn: deem the Application ineligible, rescind the award, and consider all Principals of the Applicant to have made a material misrepresentation subject to Section 420.518, F.S.

**2. Homeless Individuals and Families Demographic Commitment**

a. Demographic Commitment and Interest Rate of RRLP Loan

(1) Demographic Commitment

Applicants will be required to make the following set-aside commitments for a minimum of 50 years:

At least 50 percent of the total units for Homeless individuals and families as defined in Exhibit B of this RFA;

AND

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



(2) Interest Rate

(a) Applicants that commit to set aside at least 50 percent, but less than 80 percent, of the total units for Homeless individuals and families will qualify for a RRLP loan with an interest rate of 0 percent for the percentage of units that are set aside for Homeless individuals and families, and an interest rate of 1 percent for the remaining units. For example, a set-aside commitment of 60 percent of the units for Homeless Households will have 60 percent at 0 percent and 40 percent at 1 percent, or a blended overall interest rate of 0.40 percent.

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

Applicants should check the box demonstrating the appropriate percentage of total units for the proposed Development's demographic commitment. If neither box is selected by the Applicant, it will be assumed that the Applicant is committing to set aside at least 50 percent, but less than 80 percent, of the total units for Homeless individuals and families.

(c) The portion of the RRLP loan that is attributable to the ELI Loan Funding is a forgivable loan as further outlined in Exhibit H of this RFA.

b. For the Corporation to better understand the property proposed, Applicants must check the box or boxes at question 2.b. of Exhibit A that specify the defined Persons with Special Needs 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;\*

(2) Persons receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits;\*

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

(3) Adult persons requiring independent living services in order to maintain housing or develop independent living skills and who have a Disabling Condition that neither currently impairs nor is likely to impair their physical mobility, such as persons with a mental illness;\*\*

- (4) Young adults formerly in foster care who are eligible for services under Sections 39.6251 and/or 409.1451, F.S.;\*\* and/or
- (5) Survivors of domestic violence as defined in Section 741.28, F.S.\*\*

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

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

Per subsection 67-48.002(94), F.A.C., the Applicant, Developer(s) and all Principals of the Applicant and Developers that are not a natural person must be a legally formed entity as of the Application deadline.

#### 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 1** 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 demonstrate that it meets the definition of Non-Profit as set out in Exhibit B by providing the required information stated in (a) and (b) 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) Demonstration of Material Participation, regardless of whether the Applicant went through the Non-Profit Advance Review Process

described in (4) below, by submitting The Executive Director Certification of Non-Profit Entity Material Participation form (Rev. 09-2022) as **Attachment 2** of Exhibit A **for each Non-Profit entity that makes up the Non-Profit Applicant.**

(b) Demonstration of Non-Profit entity qualifications

To meet this eligibility requirement, **for each Non-Profit entity that makes up the Non-Profit Applicant** provide **either** the Executive Director Certification of Non-Profit Entity Qualifications Form (Rev. 10-2021) **that was stamped “Approved” by the Corporation\* as outlined in (4) below;** or the Non-Profit Application Package outlined in (i) through (iii) below as **Attachment 2** to the RFA.

Non-Profit Application Package

(i) The Executive Director Certification of Non-Profit Entity Qualifications form

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.

If the Non-Profit Application Package is submitted during the Non-Profit Advance Review Process and meets all requirements outlined in (4) below, this form will be stamped “Approved” and returned to the Applicant.

Applicants that submit the **Corporation-approved\*** Executive Director Certification of Non-Profit Entity Qualifications Form (Rev. 10-2021) as **Attachment 2** for each Non-Profit entity that makes up the Non-Profit Applicant will meet the Non-Profit Application Package requirements without the need to resubmit the rest of the Non-Profit Application Package set forth in (ii) through (iii) below, and may also be awarded points as described in (4) below.

(ii) IRS determination letter

The IRS determination letter\* demonstrating that the non-profit entity is organized under section 501(c)(3) or 501(c)(4) of the Internal Revenue Code and also has been in existence at least **three years** prior to the Application Deadline of this RFA.

(iii) Non-Profit Bylaws and/or Articles of Incorporation

The Non-Profit Bylaws and/or Articles of Incorporation demonstrating all of the following requirements are met. 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, if the form 990 states that one of the purposes of the Non-Profit is to foster low-income housing.

\*In the event the Non-Profit entity is subject to a group exemption under the Internal Revenue Code, provide the IRS determination letter for the parent corporation, and the list of exempt entities from the IRS which includes the Non-Profit entity in this Application. If the list of exempt entities has not yet been issued by the IRS, provide a copy of the request from the parent corporation to the IRS requesting group exemption status for the Non-Profit entity named in this Application. The IRS determination letter for the parent corporation must meet the requirements of Section Four, A.3.a.(3)(b)(ii) above.

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.

\*The Applicant may submit a Corporation-approved Executive Director Certification of Non-Profit Entity Qualifications Form (Rev. 10-2021) in lieu of the Non-Profit Application Package, even if approved in a prior RFA cycle.

- (4) Non-Profit Advance Review Process (10 Points)

The Non-Profit Application Package outlined in (3)(b) above may be submitted to the Corporation prior to the Application Deadline. The Corporation will review the Non-Profit Application Package and, if the above requirements are met, will stamp the Executive Director Certification of Non-Profit Entity Qualifications Form (Rev. 10-2021) with the date that the form was received and approved, then return it to the Applicant. Applications will receive 10 points if the Executive Director Certification of Non-Profit Entity Qualifications Form (Rev. 10-2021) is stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline and is submitted for **each non-profit entity**.

If the Non-Profit Application Package is not complete when submitted, 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](#)) as soon as possible.

The Executive Director Certification of Non-Profit Entity Qualifications Form (Rev. 10-2021) is specific to non-profit entities. The Corporation-approved 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) Homeless Assistance Continuum of Care Requirements for All Applicants

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

- (a) Provide documentation that the Applicant informed the jurisdiction's Local Homeless Assistance Continuum of Care lead agency head of its intent to apply for funding to develop housing pursuant to this RFA 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 as a Principal of the Developer on the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 05-2019) outlined below, must have, since January 1, 2003 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, 2013. 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 as a Principal of the Developer 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 Exhibit H and 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

Provide the prior experience information in Exhibit A for the natural person Principal intending to meet the required Developer experience, reflecting the information for the three completed affordable rental housing development(s), one of which must be a Housing Credit development.

(b) **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 in the Developer section of the Principals of the Applicant and Developer(s) Disclosure Form of 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, unless an invitation to enter credit underwriting has also been accepted for the same Development, rendering the Application in this RFA ineligible per subsection 67-48.023(1), F.A.C.

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 Exhibit H of this RFA and 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 Exhibit H of this RFA and 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) 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.
- (b) The Applicant entity shall be the recipient of the Housing Credits, and the borrowing entity for the loan(s) and may only be changed as follows: Prior to loan closing, any change (materially or non-materially) in the ownership structure of the named Applicant will require review and recommendation of the Corporation, as well as Board approval prior to the change. After loan closing, (i) any material\* change will require review and recommendation of the Credit Underwriter, as well as approval of the Board prior to the change, and (ii) any non-material\* change will require Corporation approval prior to the change. Changes to the Applicant entity (material or non-material\*) without Board or Corporation approval, as applicable, may result in disqualification from receiving funding and may be deemed a material misrepresentation. The Applicant must comply with Principal disclosure requirements outlined in Rule Chapter 67-48, F.A.C. and Exhibit H of this RFA for the duration of the Compliance Period. Changes to the investor limited partner of an Applicant limited partnership or the investor-member of an Applicant limited liability company owning the syndicating interest therein will not result in disqualification; however, if a change to the investor limited partner or investor member is made after the closing of the partnership agreement, the amended agreement reflecting the change must be provided to the Corporation. Changes to the officers or directors of a Public Housing Authority or a non-profit entity, regardless of when they occur, will not result in disqualification; however, the change must be approved by the Corporation. Any allowable replacement to the natural person Principals of a Public Housing Authority or officers and/or directors of a non-profit entity will apply to all preliminarily awarded Applications and Applications pending final Board action that include the Public Housing Authority or non-profit entity.

\*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.

(c) 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 Corporation after the Applicant has been invited to enter credit underwriting as outlined in Rule Chapter 67-48, F.A.C.

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 to: 1) any tenants or applicants for tenancy; 2) any compensated management or staff of the Non-Profit; or 3) any other members of the Board.

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 the groups listed above.

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.

The Applicant must answer the question in Exhibit A demonstrating that it meets this requirement.

f. Contact Person

(1) Enter the information for the required Authorized Principal Representative. The Authorized Principal Representative must meet the following criteria:

- (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 section of Exhibit A;

- (d) Must sign the Florida Housing Finance Corporation Resident Community-Based Services Coordination Provider Or Principal Of Resident Community-Based Services Coordination Provider Certification form (Form Rev. 10-2021), if provided; and
  - (e) If funded, will be the recipient of all future documentation that requires a signature.
- (2) A separate Operational Contact Person may be included, if desired. If provided, the Operational Contact Person will be the recipient of any general correspondence associated with the Development activities that does not require a signature. If an Operational Contact Person is not provided, the Authorized Principal Representative will be the recipient of any such documentation.

**4. General Proposed Development Information**

- a. State the name of the proposed Development.
- b. Development Category

The proposed Development must consist entirely of new construction. Rehabilitation of existing units is not allowed. For purposes of this RFA, creation of new housing means that the proposed Development and the entire Development site is not currently contractually or otherwise legally obligated to provide affordable or public housing for individuals or families pursuant to any written instrument, rule, regulation or law. All New Construction Developments are considered to be creating new affordable housing.

Notwithstanding the forgoing, in accordance with subsection 67-48.023(1), F.A.C., if the proposed Development site or any part thereof is subject to any Land Use Restriction Agreement or Extended Use Agreement, or both, in conjunction with any Corporation affordable housing financing intended to foster the development or maintenance of affordable housing, the proposed Development will be eligible for funding if the LURA or EUA, or both, is for an existing building or buildings, originally constructed at least 15 years prior to the Application Deadline and encumbers less than 20 units on the proposed Development site, and the proposed Development that is the subject of this RFA consists entirely of new construction and is in addition to the existing units.

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.

- c. Characteristics of Development
  - (1) 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, Triplexes, and 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. A residential building that consists of more than one story is not prohibited if there is a minimum of one elevator per residential building provided for all residential units that are located on a floor higher than the first floor.

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

(2) Enhanced Structural Systems (“ESS”) Construction Qualifications

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

- (a) Any new construction buildings with the Development Type of High-Rise (7 or more stories) shall qualify as “ESS Construction.”
- (b) For all buildings, all of the following structural elements must consist of 100 percent poured concrete/masonry, 100 percent steel, or a combination adding up to 100 percent of concrete/masonry and steel, as verified during credit underwriting: all exterior walls and other external load-bearing elements, as well as the floor of the lowest story of the building that contains residential, commercial or storage space (other than parking), and any under-floor/under-ground supports for that lowest story’s floor.
- (c) 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 (b) 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 (a), (b), or (c) above.

ESS units must be designated on the Unit Characteristic Chart described below. This will be verified during the credit underwriting process. If this cannot be verified the units will no longer be considered ESS Construction, and funding awarded under this RFA may be rescinded.

d. Unit Characteristic Chart

Complete the chart in Exhibit A of the RFA reflecting the appropriate breakdown of the number of units within each of the Development Categories, Development Types, or ESS/non-ESS Construction.

**5. Location of Proposed Development**

a. County

This RFA includes a goal to fund one Development in Lee County.

<b>Tier</b>	<b>Medium Counties</b>	<b>Large Counties</b>
Tier 1	Charlotte, Lee, Sarasota, Volusia	Orange
Tier 2	Collier, Osceola, Polk, Seminole	Hillsborough

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;
- (3) Site control and Ability to Proceed must be demonstrated in the Application for all Scattered Sites; and
- (4) 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.

## **6. Number of Units and Buildings**

- a. 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.

Medium County Applications must have a minimum of 30 units.

Large County Applications must have a minimum of 50 units.

Note: The total number of units stated in the Application may be increased, up to any applicable allowable limit, after the Applicant has been invited to enter into credit

underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation.

- 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) 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.

\*The Average AMI of the Qualifying Housing Credit Units is further described in (3)(b) below.

(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 selected, at least 20 percent of total units must be set aside to serve Extremely Low Income (ELI) Households. The ELI AMI level will be 30%, regardless of county. One-fourth of the required ELI Set-Aside units, (i.e., five percent of the total units), are eligible for ELI Loan funding up to the maximum ELI request amounts outlined in Section Four A.10.a.(2)(b) of the RFA.
- (ii) If the Average Income Test is not selected, at least 15 percent of the total units in the proposed Development must be set aside to serve ELI Households at the ELI Area Median Income (AMI) level for the county where the proposed Development is located, as outlined on the chart below. One-third of the required ELI Set-Aside units, (i.e., five percent of the total units), are eligible for ELI Loan funding up to the maximum ELI request amounts outlined in Section Four A.10.a.(2)(b) of the RFA.

The following chart sets out the ELI Area Median Income (AMI) for each County and the maximum ELI Loan gap funding amounts per eligible ELI Set-Aside unit. If the Unit Mix stated by the Applicant is adjusted during the credit underwriting process, the ELI Loan gap funding amount may be decreased, but under no circumstances shall it be increased.

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	2022 Non-Average Income Test ELI AMI	0 & 1 Bedroom Units*	2 Bedroom Units*	3 & Higher Bedroom Units*
Charlotte	40%	\$52,000	\$60,900	\$68,700
Collier	28%	\$108,400	\$126,800	\$143,100
Hillsborough	33%	\$79,500	\$93,200	\$105,200
Lee	33%	\$78,000	\$91,300	\$102,800
Orange	33%	\$80,300	\$94,100	\$106,100
Osceola	33%	\$80,300	\$94,100	\$106,100
Polk	40%	\$48,400	\$56,800	\$64,000
Sarasota	33%	\$83,700	\$97,800	\$110,600
Seminole	33%	\$80,300	\$94,100	\$106,100
Volusia	40%	\$52,400	\$61,400	\$69,300

\*These amounts represent the per unit amount for all Developments, regardless of whether the Application commits to Average Income Test or Non-Average Income Test.

(c) 22% Units

(i) Required 22% Units

Applicants are required to subsidize a certain number of deep targeted units for Persons with Special Needs (22% Units) at 22 percent AMI

The number of units that must be set aside as 22% 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 22% 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 22% Units.

(ii) Optional 22% Units

Applicants will also have the option to subsidize additional units for Persons with Special Needs at 22 percent AMI (Optional 22% Units).

The maximum number of total 22% Units (Required 22% Units plus Optional 22% Units) is the lesser of ten 22% Units or 10% of the total number of units in the proposed Development.

- (iii) 22% Unit requirements (apply to both Required and Optional 22% Units)
  - 22% Units will be committed to serving 22 percent AMI;
  - All 22% Units are in addition to the requirement to set aside ELI Set-Aside units as calculated in (b) above;
  - All 22% 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 22% Units will be eligible for forgivable HOME-ARP loan funding as outlined in Section Four, A.10.(a)(3) and Exhibit I of the RFA.
  - After 30 years, all of the 22% Units may convert to serve residents at or below 60 percent AMI; and
  - For purposes of the Average Income Test, 22% Units will be treated as 60 percent AMI units.

(iv) HOME-ARP Funding Amounts per 22% Unit

County	HOME-ARP Funding Amounts per 22% Unit
Charlotte	\$197,400
Collier	\$257,000
Hillsborough	\$223,800
Lee	\$219,200
Orange	\$225,700
Osceola	\$225,700
Polk	\$183,700
Sarasota	\$235,200
Seminole	\$225,700
Volusia	\$198,900

(e) Examples of the Requirements Above

- (i) Application A is a Development in a Medium County that consists of 107 total units and did not commit to Average Income Test nor Optional 22% 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)(a) above, or \$750,000. In addition, because the Applicant did not elect to commit to Optional 22% Units, only three units will be set aside as 22% Units and qualify for HOME-ARP Funding as outlined in Exhibit I of this RFA.

- (ii) Application B is a 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 22% Units.

In this example, 22 units, (20 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-fourth of these ELI Set-Aside Units, up to the lesser of the amount listed in the chart in 6.c.(2)(a) above, or \$750,000. Because the Applicant did not elect to commit to Optional 22% Units, only four units will be set aside as 22% Units and qualify for HOME-ARP Funding as outlined in Exhibit I of this RFA.

- (iii) Application C is a 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 22% Units which is 10 22% Units in this example (three required, plus seven optional = 10 22% Units. 10 percent of the total units would be 11 22% Units and Applicants are limited to the lesser of 10 22% 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)(a) above, or \$750,000. In addition, because the Applicant committed to seven Optional 22% Units, 10 units will be set aside as 22% Units and qualify for HOME-ARP Funding as outlined in Exhibit I of this RFA.

- (d) Tenant Selection Plan

Unless the Development meets an exception outlined in (i) below, a Tenant Selection Plan must be submitted to the Corporation for approval within 21 Calendar Days of the date of the invitation to enter credit underwriting. The Tenant Selection Plan must be approved by the Corporation and, if required, HUD prior to the completion of the final credit underwriting report.

- (i) Exceptions to Tenant Selection Plan requirements
  - Developments financed with HUD Section 811; or
  - Developments financed with a United States Department of Agriculture RD program.

All other Applications must achieve Corporation approval and, if required, HUD approval prior to the completion of the final credit underwriting report.

- (ii) Achieving Corporation approval

To achieve approval by the Corporation, the Tenant Selection Plan must 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.

- (iii) Achieving HUD approval, if required

In addition to the Corporation's approval, if HUD approval is required because a Development has a Housing Assistance Payment and/or an Annual Contributions Contract with HUD, HUD approval of the Tenant Selection Plan must be demonstrated to the Corporation prior to the completion of the final credit underwriting report.

HUD's approval process may take several months. Owner's should send the Corporation-approved Tenant Selection Plan to HUD for approval as soon as possible to meet this requirement.

- (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.

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 22% 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 22% 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. Exhibit A provides a calculation of the Average AMI of the Qualifying Housing Credit Units using the methodology below.

Note: After entering the number of units into Exhibit A, 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.

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.

The above ELI and all other set-aside commitments must be taken into account during any pre-leasing and leasing activities.

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) and the total number of units per bedroom type. All units in the proposed Development must be listed, including all manager/employee units and all market rate units, if applicable.

If additional space is required, enter the information in the Addenda. The following restrictions apply:

- Units must consist of Zero\*, one, two, or three-bedrooms only;
- At least 15 percent of the total units, rounded up, must be one-bedroom units;
- No more than 50 percent of the total units, rounded up, may be Zero Bedroom Units\*; and
- No more than 40 percent of the total units, rounded up, may be three-bedroom units.

\*Zero Bedroom Units are defined in Section 67-48.002 F.A.C.

Note: The number of ELI Set-Aside Units are proportionately distributed across the Unit Mix within Exhibit A and the maximum ELI funding amount per eligible ELI Set-Aside unit the proposed Development is eligible to receive is calculated automatically within Exhibit A 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.

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

- (1) Applicants must irrevocably commit to the demographic commitment selected at 2.a. of Exhibit A for a minimum of 50 years.
- (2) Applicants must irrevocably commit to the Persons with Special Needs population(s) demographic commitment selected at question 2.b. of Exhibit A for a minimum of 15 years. After the initial 15 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).

- (3) Applicants must irrevocably commit to the income set-aside commitments for a minimum of 50 years, with one exception.

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 22% Units are **not** stated in Total Set-Aside Breakdown Chart, after 30 years, all of the 22% 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 22% Units are **not** stated in Total Set-Aside Breakdown Chart, after 30 years, all of the 22% 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. 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.

Note: Although the percentage of units committed to must remain in effect for the entire Compliance Period, the particular units designated for the Demographic Commitment and AMI commitment must not be limited to the same units throughout the Compliance Period. Doing so may cause the Development to be in noncompliance.

## 7. Readiness to Proceed

### a. Site Control

Demonstrate site control by providing, as **Attachment 6** to Exhibit A, 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: The Corporation has no authority to, and will not, evaluate the validity or enforceability of any site control documentation.



\*Attachment 5 was intentionally omitted.

- (1) An eligible contract must meet all of the following conditions:
  - (a) It must have a term that does not expire before July 31, 2023 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 July 31, 2023;
  - (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
  - (a) If providing a lease, the lease must have an unexpired term of at least 50 years after the Application Deadline and the lessee must be the Applicant. The owner of the subject property must be a party to the lease, or a party to one or more intermediate leases, subleases, agreements, or assignments, between or among the owner, the Applicant, or other parties, that have the effect of assigning the owner's right to lease the property for at least 50 years to the lessee.
  - (b) If there is an existing Declaration of Trust recorded on the subject property, the Applicant may provide an Option to Enter into a Ground Lease Agreement ("eligible agreement") between the Applicant and the owner of the property. An eligible agreement must meet the following conditions:
    - (i) It must have a term that does not expire before July 31, 2023 or that contains extension options exercisable by the Applicant and conditioned solely upon payment of additional monies

which, if exercised, would extend the term to a date that is not earlier than July 31, 2023

- (ii) The Applicant must be a party to the eligible agreement unless there is an assignment of the eligible agreement, signed by the assignor and the assignee, which assigns all of the lessor's rights, title and interests in the eligible agreement to the Applicant; and
- (iii) The owner of the subject property must be a party to the eligible agreement, 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 lease the property to the lessor. Any intermediate agreement must meet the criteria for an eligible agreement in (i) and (ii) above.

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. 07-2022, (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 7** 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. 07-2022); or
  - (b) The Florida Housing Finance Corporation Local Government Verification that Permits are Not Required for this Development form (Form Rev. 07-2022).

- (2) Availability of Water. Demonstrate that as of the Application Deadline water is available to the entire proposed Development site by providing as **Attachment 8** to Exhibit A:
  - (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Water form (Form Rev. 07-2022); 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 9** to Exhibit A:
  - (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Sewer Capacity, Package Treatment, or Septic Tank form (Form Rev. 07-2022); 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. 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;
- At least two full bathrooms in all 3 bedroom or larger units;
- 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.

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

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

- (a) Set aside a minimum of 15 percent of the total units, rounded up, as fully accessible units in accordance with the 2010 ADA Standards for Accessible Design. 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 5 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. The units that are accessible to persons with visual and hearing impairments shall comply with the communication features described for Residential Dwelling units with Communication Features in the 2010 ADA Standards for Accessible Design.

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

(2) Level 2 Accessibility Requirements

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

- (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. 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. 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 units and, as applicable, all common areas must have the features listed below:

- Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);
  - Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
    - Toilets: 1.28 gallons/flush or less,
    - Urinals: 0.5 gallons/flush,
    - Lavatory Faucets: 1.5 gallons/minute or less at 60 psi flow rate,
    - Showerheads: 2.0 gallons/minute or less at 80 psi flow rate;
  - Energy Star certified refrigerator;
  - Energy Star certified dishwasher;
  - Energy Star certified ventilation fan in all bathrooms;
  - Water heater minimum efficiency specifications:
    - Residential Electric:
      - Up to 55 gallons = 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:
      - $\geq 7.8$  HSPF/  $\geq 15.2$  SEER2/  $\geq 11.7$  EER for split systems
      - $\geq 7.2$  HSPF  $\geq 15.2$  SEER2/  $\geq 10.6$  EER for single package equipment including gas/electric package units
    - Central Air Conditioners – Energy Star certified:
      - $\geq 15.2$  SEER/  $\geq 12.0$  EER2 for split systems
      - $\geq 15.2$  SEER/  $\geq 11.5$  EER2\* 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 one-bedroom units.

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

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

**9. Housing Stability Services and Access to Community-Based Services Coordination Experience**

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 five 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. and question C.1. 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.

One of the following must be met:

- a. Applicants that do not meet the requirement described in b. below 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 form (Form Rev. 10-2021) \*, as **Attachment 10**. This form must be signed by the Authorized Principal Representative.

**OR**

- b. 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 Homeless households. To meet this requirement, Applicants will be required to list the properties that serve Homeless individuals and families in Exhibit A, 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.

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

\*Forms are available on the RFA Website.

**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:

<b>County Category*</b>	<b>Eligible Housing Credit Request Limit</b>
Medium County	\$2,040,000
Large County	\$2,850,000

(iii) All proposed Developments in this RFA qualify for a 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, 2022 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 2023 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) Homeless Demographic Basis Boost

Applications that have committed to the Homeless Demographic and 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 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 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).

\*Attachment 11 was intentionally omitted.

(2) Total RRLP Request Amount

Total RRLP Request Amount is the Base Loan Amount plus ELI Loan Amount as described below. The Maximum Total RRLP Request Amount is \$4,200,000.

The RRLP 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 RRLP loan are further outlined in Exhibit H of this RFA.

(a) RRLP Base Loan Request Amount

State the amount of RRLP funding being requested in Exhibit A.

The RRLP Base Loan Request Amount is limited to \$105,000 per unit; however, the RRLP Request Amount plus the ELI Loan Request Amount is limited to \$4,200,000

(b) ELI Loan Request Amount

The portion of the RRLP loan that is attributable to the ELI Loan funding is a forgivable loan as further outlined in Exhibit H of this RFA.

(i) Applicants that commit to the Average Income Limit

Applicants that commit to the Average Income Limit are eligible for ELI Loan funding for the required ELI Set-Aside units, not to exceed the lesser of (i) \$750,000; 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 0.05, rounded up).

(ii) Applicants that did not commit to the Average Income Limit

Applicants that did not commit to the Average Income Limit are eligible for ELI Loan funding for the required ELI Set-Aside units, not to exceed the lesser of (i) \$750,000; 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 0.05 rounded up).

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 RRLP Request (RRLP plus ELI Loan) that cannot exceed \$4,200,000. Applicants not requesting the maximum amount of ELI funding will still be required to set aside of the required percentage of the total units in the proposed Development to serve Extremely Low Income Households. 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.

Note: The number of ELI Set-Aside Units are proportionately distributed across the Unit Mix within Exhibit A and the maximum ELI funding amount per eligible ELI Set-Aside Unit the proposed Development is

eligible to receive is calculated automatically within Exhibit A based on the information listed by the Applicant on the Unit Mix chart.

(c) Additional adjustments, if applicable

If the Applicant states a RRLP 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 RRLP and ELI Loan Request Amount will be reviewed for compliance with the per unit limit and per Development limit. If the RRLP Request Amount plus the ELI Request Amount exceeds the maximum allowed, the RRLP amount will be reduced so that the maximum of RRLP plus ELI is equal to the maximum allowed.

(3) HOME-ARP Loan Funding

Applicants will be awarded HOME-ARP Funding for each Required 22% 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 HOME-ARP loan shall be a forgivable loan with an interest rate of 0 percent for 30 years. The terms and conditions of the HOME-ARP loans are further outlined in Exhibit I of the RFA.

HOME-ARP Funding may be included as a source of funding on the Development Cost Pro Forma for scoring purposes; however, because HOME-ARP Funding award amounts are calculated after Applications are selected for funding, Applicants are cautioned that this amount may be adjusted further in credit underwriting as outlined in Exhibit I of the RFA.

(4) Other Corporation Funding

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. 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 were 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 07-2022) and/or the Local Government Verification of Contribution – Loan Form (Form 07-2022) and such grant and/or loan is effective at least through June 30, 2023. 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 07-2022) 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. 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 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.

The Development Cost Pro Forma must include all anticipated costs of the Development construction, and, if applicable, acquisition, including the Developer Fee and General Contractor fee, 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 5 percent of hard and soft costs, as further described in Rule Chapter 67-48, F.A.C and Exhibit H of this RFA. 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.

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 RRLP Base Loan Request Amount (exclusive of the ELI Loan amount)

To qualify, Applicants must state the amount of cash loans, cash grants and/or cash on hand ("Cash Funding") from Local Government entities and/or other non-Corporation 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 RRLP Base Loan Request Amount (exclusive of the ELI Loan amount), 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 RRLP Base Loan Request Amount (exclusive of the Eligible ELI Loan Request Amount) 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. 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.

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. 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.

- (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.

e. Public Housing Authority and/or an instrumentality of a Public Housing Authority

Applicants may qualify for an “Add-On Bonus” used in 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 either entered into a land lease with a Public Housing Authority on property where the proposed Development is to be located or the Applicant provided an Option to Enter into a Ground Lease Agreement 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.



## 11. Uniform Relocation Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) is government-wide legislation which establishes minimum standards for federally-funded programs or projects requiring the acquisition of real property or displacement of persons from the homes, businesses, or farms as a direct result of: Acquisition, Rehabilitation or Demolition. Applicants should be prepared to familiarize themselves with URA & Section 104(d) statues and regulations at 49 CFR 24 (URA), 24 CFR 42 (104(d)), 24 CFR 570 (CDBG) and Section 414 of the Stafford Act.

The URA is triggered at site identification or intended use of federal funds.

A General Information Notice (GIN) should be issued to all occupants at such time there exists the following:

- Documented legal intent of a project triggered by project pre-application/application, AND
- Site identification.

For land proposed for acquisition that may have occupied residential dwellings, compliance begins at the GIN issuance. Successful Applicants will be required to provide the issued GIN within 21 Calendar Days of the invitation to enter credit underwriting as outlined in Exhibit D. The questions in Exhibit A must be answered and the following required Uniform Relocation Act information must be obtained prior to application deadline. The information must be provided to the Corporation with the GIN if the Applicant is successful as outlined below:

### a. Occupied Units

At question 11.a. of Exhibit A, select "Yes" if any units are occupied as of the Application Deadline.

### b. Tenant Relocation Information for Existing Properties

At question 11.b.(1) through (4) of Exhibit A, answer all applicable questions.

- (1) State how many total units exist as of the Application Deadline in the proposed Development.
- (2) State how many units are occupied as of the Application Deadline.
- (3) State whether or not permanent relocation (displacement) is anticipated during or after the construction period. If "Yes", state how many units are affected.
- (4) State whether or not temporary relocation of any tenants will be required. If "Yes", state how many tenants will require temporary relocation.

Successful Applicants will be required to provide the following information within 21 Calendar Days of the invitation to enter credit underwriting as outlined in Exhibit D:

- (5) Within 21 Calendar Days of the invitation to enter credit underwriting, provide a list of all units occupied as of Application Deadline and tenant income certifications. The income of persons and households who, as of the Application Deadline, are occupying a unit that will receive assistance must be provided to determine whether they are income eligible. For all units that are occupied as of the Application Deadline, provide a summary list of all residents and income certifications for those residents in occupied units that will be assisted units. If, as of the Application Deadline, the existing residents and/or Development is/are participating in a federally subsidized program (such as Project-based Section 8, Section 8 Existing or Section 8 Voucher Programs), the residents' income certification forms required for that program may be used to meet this requirement.
- (6) Within 21 Calendar Days of the invitation to enter credit underwriting, provide a brief description of how the Development will meet the set-aside requirements. The description must indicate whether, as of the Application Deadline, the existing residents are eligible residents, or whether the residents will be evicted and replaced with income eligible residents in order to meet the set-aside requirements committed to in this Application.
- (7) Within 21 Calendar Days of the invitation to enter credit underwriting, provide a description of how the cost of relocation will be covered. Detail how the temporary and permanent relocation will be handled.

c. Uniform Relocation Act Acquisition Information

In addition to answering the questions in Exhibit A, successful Applicants will be required to provide the following information within 21 Calendar Days of the invitation to enter credit underwriting:

- (1) If the Applicant owns the Development site (i.e., holds a deed or currently has a lease with a minimum 50-year term), provide a narrative describing the acquisition. This narrative must describe how, when, and from whom the property was acquired and whether or not the property was vacant when acquired.
- (2) If the Applicant is a private company and is acquiring the property or will have a lease with a minimum 50-year term for the property, the Applicant (buyer) must provide the seller with a notice that the buyer does not have the power of eminent domain to obtain the property and a determination of market value will estimate the value of the property. This must be done prior to execution of the contract or proposed lease (with a minimum 50-year term) or may be attached as an addendum to the contract or proposed lease (with a minimum 50-year term). A copy of the required notice and confirmation of the current owner's/seller's receipt of notice must be provided.
- (3) If the Applicant is a public (government) Applicant, respond to all applicable remaining questions in this relocation section.

- (4) Eminent Domain:
- (a) If the buyer has the power of eminent domain, the buyer must notify the seller in writing that it has such power and the determination of market value for the property is being waived. Provide a copy of the required notice.
  - (b) If the Applicant is a public (government) Applicant and does not have the power of eminent domain, provide the following: (i) notice of interest, (ii) determination of fair market value, (iii) appraisal of the property, and (iv) written offer of just compensation which includes a statement of just value, property description, and identification of buildings. Provide all required documentation.

The GIN and accompanying information set forth above will be required only after the Application is selected for funding, as outlined in Exhibit D and also in Item 6 of Exhibit C.

**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 scored 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.

As stated in the Applicant Certification and Acknowledgement Form, the Corporation reserves the right to verify any and all information provided in Applicants' narrative responses during credit underwriting. If it is determined that the Applicant submitted materially incorrect information in the Application, the Application may be deemed ineligible, and/or the Corporation may rescind the award, and all Principals of the Applicant may be subject to material misrepresentation, even if the Application was not selected for funding, was deemed ineligible, or was withdrawn.

### 1. Demographic Populations to be Served (no points awarded)

Describe the Homeless and Persons with Special Needs population(s) to be served. For example, a subpopulation might be Persons 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 housing needs of the intended residents. This information will be considered by the Corporation when reviewing and scoring the narrative sections.

The description is limited to no more than two typed pages. Note: Although the online Application system allows for more pages, any portion of the description that is beyond the maximum number of pages will not be considered.

### 2. Operating/Managing Permanent Supportive Housing Experience (Maximum 40 points)

The Applicant should describe the Applicant's or its management company's capacity and experience performing traditional rental housing operations and management functions as well as overseeing or administering services coordination activities. Provide the years of experience, qualifications of the Applicant and the management company, 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 for this RFA. Responses to this item will be evaluated based on the strength of information provided about the experience of the Applicant and/or management company in handling the following aspects of management/operations:

- Application processes, tenant screening, selection and move-in
- Experience in working with people who were formerly homeless and/or have special needs
- Appeals process
- Safety and security
- Maintenance of the physical plant

- Management of common space used by community-based service providers, (state if this is applicable or not to the proposed Development)
- Reasonable accommodations for persons with disabilities
- Compliance with federal, state, and local regulatory and funding issues, including experience with subsidized or assisted housing
- Long-term asset management issues

Responses will be evaluated based on the strength of information provided regarding the Applicant’s experience and capacity with integrating property management functions with housing stability services and resident services coordination functions. This should include the experience working with a supportive services team in conjunction with property management staff. Any Best Practices that are followed and other relevant policies and procedures should be described. The response should, at a minimum, describe the experience with the following issues:

- Eviction protocols and prevention
- Substance abuse issues related to lease enforcement and evictions
- Leasing, lease enforcement and rent collections
- Crisis intervention and management
- Approach to implementation and coordination of the Housing First model.

The description is limited to no more than three typed pages. Note: Although the online Application system allows for more pages, any portion of the description that is beyond the maximum number of pages will not be considered.

3. Access to Community-Based Services and Resources (Maximum 55 points)

The ability of the tenants at the proposed Development to effectively and efficiently access community-based services and resources is vital to assist these households in obtaining and maintaining a level of stability and self-sufficiency in their community. As specified in each section below, provide a description of the Applicant’s plan to provide access to general community services, as well as specific supportive services and resources that address the needs of these intended tenants, described in question 1 above.

Applicant responses to these items will be evaluated based on the following criteria:

- a description of the services as provided in the descriptions below;
- a description of the partners, roles of each, and capacity of the partners that will provide or facilitate access to these services;
- 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

- d. 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.

If access to any of the described community-based services and resources requires the use of technology, such as computers, smartphone apps, etc., describe how the Applicant will assist intended residents with access to the technology, and any technical assistance needed to operate it.

- 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 including, but not limited to, 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.

The description is limited to no more than three typed pages. Note: Although the online Application system allows for more pages, any portion of the description that is beyond the maximum number of pages will not be considered.

- b. Access to community-based services and resources that address tenants' needs (maximum 35 points)

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

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

The description should include the following:

- (1) The Development's physical proximity to health care and supportive services, and/or which services/programs will be provided on-site. If the

description of how the intended residents will access the services includes public transportation, such as bus or rail, state the exact measurement of walking distance to the current bus or rail stop from the proposed Development. State how frequently the bus or rail stop may be accessed by the residents of the proposed Development. Include the cost to the tenant of all public and/or private transportation options listed;

- (2) All key supportive services and programs that will be provided directly through the Applicant, community partnership or other providers to assist the intended residents, and the benefits of offering these services/programs;
- (3) The nature of any partnerships with the Local Homeless Assistance Continuum of Care lead agency and members as well as other relevant linkages with lead agencies or services providers that are key to helping the intended households maintain stability in the community. These descriptions should describe how the provision of the services is funded; and
- (4) If the intended residents are those who are transitioning from an institution or community residential care, in addition to the above information, describe how the transitioning residents' preferences and needs will be served by living in the proposed Development. This includes physical, medical, behavioral, functional, and social preferences and needs, as applicable. Explain how these will be identified and how the determination will be made that the services, supports and resources needed to live independently are available at the proposed Development.
- (5) Explain how the Resident Services Coordination 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 Florida Department of Children and Families or Medicaid Managed Care organization, as defined by the Agency for Healthcare Administration.

The description is limited to no more than three typed pages. Note: Although the online Application system allows for more pages, any portion of the description that is beyond the maximum number of pages will not be considered.

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

The intent of the 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, and achieving successful outcomes relevant to housing stability and self-sufficiency.

In its narrative, the Applicant's described experience should come from experience (and/or partnership with a Non-Profit entity) as a current provider of housing and/or supportive services. The description should be pertinent to households that will be served 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 in each section during the two calendar years prior to the RFA issue date that are particular to the intended households.

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 the Applicant (and/or partnering Non-Profit entity) has worked to assist households to meet these needs, goals and expectations in the two calendar years prior to the RFA issue date. 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 a partnership has 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 (maximum 10 points)

Describe in detail how the Applicant entity has worked to assist households to meet their permanent housing needs, goals and expectations to create housing stability.

The description is limited to no more than two typed pages. Note: Although the online Application system allows for more pages, any portion of the description that is beyond the maximum number of pages will not be considered.

b. Self-Sufficiency (maximum 10 points)

Describe in detail how the Applicant entity has worked to assist households in meeting their self-sufficiency needs, goals and expectations. 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. Note: Although the online Application system allows for more pages, any portion of the description that is beyond the maximum number of pages will not be considered.

5. Involvement in the local homeless resources network (Up to 20 Points)

Describe how the Applicant is and/or will be involved in the local homeless resources network to gain a full understanding of the community's homelessness issues and housing needs. Such network may include one or both of the following: 1) The local Continuum of Care and its member agencies; and 2) Departments of the local government, particularly its social services department, but other departments such as housing and community development.

Describe how the Applicant is formally collaborating with local community and stakeholders that have the expertise to ensure the property is meeting local homeless needs both in the short term and over many years. The Applicant's narrative should also describe how the applicant intends to participate in the local homeless Coordinated Entry System and receive referrals through the Homeless Management Information System. The Applicant should provide specific examples of how it will utilize stakeholders'/entities' expertise.

The description is limited to no more than two typed pages. Note: Although the online Application system allows for more pages, any portion of the description that is beyond the maximum number of pages will not be considered.

**D. Applicant Certification and Acknowledgement form**

The Authorized Principal Representative must execute the Applicant Certification and Acknowledgement form to indicate the Applicant's certification and acknowledgement of the provisions and requirements of the RFA.

**SECTION FIVE  
SCORING AND EVALUATION PROCESS**

**A. Scoring the RFA**

**1. Determining Eligibility**

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

<b>Eligibility Items</b>
Submission Requirements met*
Demographic percentage commitment selected
At least one Persons with Special Needs population selected
Name of Applicant provided

Evidence Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline provided
Evidence that Applicant qualifies as a Non-Profit Applicant provided
<ul style="list-style-type: none"> <li>○ Executive Director Certification of Non-Profit Material Participation form (Rev. 09-2022) provided</li> <li>○ For each Non-Profit entity that makes up the Non-Profit Applicant provide either the Executive Director Certification of Non-Profit Entity Qualifications Form (Rev. 10-2021) that was stamped “Approved” by the Corporation; or the Non-Profit Application Package</li> </ul>
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
Name of Each Developer provided
Evidence that each Developer entity is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline provided
Developer Experience Requirement met
Principals for Applicant and Developer(s) Disclosure Form provided and meets requirements
Contact information for Management Company provided
Community-Based Board of Directors Requirement met
Authorized Principal Representative provided and meets requirements
Name of Proposed Development provided
Development Type provided
Unit Characteristic Chart reflecting the breakdown of number of units associated with each Development Type and ESS/Non-ESS provided
County identified
Address of Development Site provided
Question whether a Scattered Sites Development answered
Confirmation of no more than three Scattered Sites provided
Development Location Point provided
Latitude and Longitude Coordinates for any Scattered Sites provided, if applicable
Total Number of Units provided and within limits
Minimum Set-Aside election provided
Total Set-Aside Breakdown Chart(s) 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 selected
Housing Stability Services and Access to Community-Based Services Coordination Experience Requirements met
Applicant’s Housing Credit Request Amount provided

Applicant's RRLP Request Amount provided
Development Cost Pro Forma provided reflecting that sources equal or exceed uses
Tenant Relocation information provided, if applicable
Uniform Relocation Act questions answers
Applicant Certification and Acknowledgement signed by Authorized Principal Representative
Description of Demographic Populations to Be Served provided
Financial Arrearage Requirement and Insurance Deficiency Requirement met**
Verification of no prior acceptance to an invitation to enter credit underwriting for the same Development ***
Verification of no recent de-obligations ****
Minimum of 131 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

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.

**2. Awarding Points**

<b>Point Items</b>	<b>Maximum Points</b>
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. 10-2021)	10

stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline	
Operating/Managing Experience	40
Access to Community-Based Services and Resources:	--
Access to Community-Based General Services	20
Access to Community-Based Services and Resources that Address Tenants' Needs	35
Assist Intended Residents in Meeting their Housing Stability and Self-Sufficiency Needs, Goals and Expectations	--
Permanent Housing Stability	10
Self-Sufficiency	10
Involvement in the Local Homeless Resources Network	20
<b>Total Possible Points</b>	<b>155</b>

**B. Selection Process**

**1. Goals**

There is a goal to fund one Application proposing a Development located in Lee County.

**2. Funding Test**

Applications will be selected for funding only if the Application meets the Funding Test, meaning there is enough HC Funding available to fully fund the Eligible HC Request Amount, enough HOME-ARP Funding to fully fund the Eligible HOME-ARP Request Amount, and also enough RRLP funding available to fully fund the total Eligible RRLP Request (RRLP Base Loan plus the ELI Loan Funding Amounts).

a. Funding Available

Competitive Housing Credits: \$4,890,000

RRLP: \$8,400,000

HOME-ARP: \$5,500,000

**3. 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 Operating/Managing Experience points received in question C.2. of Exhibit A;
- b. Next, by the Involvement in the Local Homeless Resources Network points received in question C.5. of Exhibit A;
- c. 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 described in Item 2 of Exhibit C;
- d. 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);
- e. Next, 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.

#### **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.

Within each Tier Level, the Corporation will prioritize eligible unfunded Applications that meet the Funding Test and are located within counties that have the lowest County Award Tally above other eligible unfunded Applications with a higher County Award Tally that also meet the Funding Test, even if the Applications with a higher County Award Tally are higher ranked.

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

- a. First Application selected for funding
 

The first Application selected for funding will be the highest-ranking eligible Lee County Application.
- b. Remaining Funding
  - (1) After the selection of Applications to meet the Lee County Goal, the Corporation will select eligible unfunded Tier 1 Applications, subject to the County Award Tally and Funding Test.
  - (2) If any funding remains after selecting all eligible Tier 1 Applications that can be fully funded, then eligible unfunded Tier 2 Applications will be selected for funding, subject to the County Award Tally and Funding Test.

If no eligible unfunded Applications can meet the Funding Tests, then no further Applications will be selected for funding and the remaining Housing Credits and RRLP 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, I, J, and K 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 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in Medium and Large Counties Affected by Hurricane Ian and Nicole**

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

**Section 4.A.1.  
Review of Attachments**

Provide all attachments as required pursuant to the RFA. If it is determined that the Attachments do not meet the RFA requirements or the Applicant submitted materially incorrect information in the Application, the Corporation may take any or all of the following actions, even if the Application was not selected for funding, was deemed ineligible, or was withdrawn: deem the Application ineligible, rescind the award, and consider all Principals of the Applicant to have made a material misrepresentation subject to Section 420.518, F.S.

**Section 4.A.2  
Demographic Commitment**

Demographic Commitment: Homeless

**a. Select the Minimum Set-Aside Commitment**

- (1) At least 50 percent, but less than 80 percent, of the total units will be set aside for Homeless individuals and families; and at least 20 percent of the total units for Persons with Special Needs, (which may be the same units set aside for Homeless individuals and families)
- (2) At least 80 percent of the total units will be set aside for Homeless individuals and families; and at least 20 percent of the total units Persons with Special Needs, (which may be the same units set aside for Homeless individuals and families)

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

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

**Section 4.A.3  
Applicant, Developer, Management Company and Contact Person**

**a. Applicant**

(1) (a) Name of Applicant: \_\_\_\_\_

*(The Name of the Applicant must have an entry to turn on some of the validation formulas in Exhibit A)*

(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 1**.

**(3) Non-Profit Applicant Qualifications**

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

Yes

If "Yes", provide the required information for the Non-Profit entity as **Attachment 2**.

**(4) Non-Profit Advance Review Process (10 Points)**



**Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in Medium and Large Counties Affected by Hurricane Ian and Nicole**

Applications will receive 10 points if the Executive Director Certification of Non-Profit Entity Qualifications Form (Rev. 10-2021) is submitted for **each non-profit entity** as **Attachment 2**, and if the form(s) is stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline.

**(5) Homeless Assistance Continuum of Care Requirements for All Applicants**

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, one per line)**


**(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**

At least one Developer entity named in (1) above must meet the Developer experience outlined in Section Four of the RFA.

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:

--

**(i) First development out of three that meet the Developer experience requirement outlined in Section Four, A.3.b.(3)(a) of the RFA:**

Name of Development:

--

Location (city and state):

--

Affordable Housing Program(s) that Provided Financing

Housing Credits
-----------------

*If 'Other' is selected, enter the name of the program in the row below.*

If 'Other' is selected above, enter the name of the program here.

--

Total Number of Units:

--

Year Completed:  
(can be no earlier than 2013)

--

**(ii) Second development out of three that meet the Developer experience requirement outlined in Section Four, A.3.b.(3)(a) of the RFA:**

Name of Development:

--

Location (city and state):

--

Affordable Housing Program(s) that Provided Financing

<select one>
--------------

*If 'Other' is selected, enter the name of the program in the row below.*

If 'Other' is selected above, enter the name of the program here.

--

**Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in Medium and Large Counties Affected by Hurricane Ian and Nicole**

Total Number of Units:

---

Year Completed:   
(can be no earlier than 2003)

**(iii)** Third development out of three that meet the Developer experience requirement outlined in Section Four, A.3.b.(3)(a) of the RFA:

Name of Development:

Location (city and state):

Affordable Housing Program(s) that Provided Financing:  *If 'Other' is selected, enter the name of the program in the row below.*

If 'Other' is selected above, enter the name of the program here.

Total Number of Units:

---

Year Completed:   
(can be no earlier than 2003)

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

**(1) Eligibility Requirements**

The Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 05-2019) ("Principals Disclosure Form") must be uploaded with the Application, as outlined in Section Three of the RFA, and meet the requirements of Section Four of the RFA.

**(2) Advance Review of Principals Disclosure Form (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.

**d. Management Company**

**(1) Contact Information**

First Name:  Middle Initial:

Last Name:

Name of Management Company:

Street Address:

City:

State:

Zip Code:

Telephone (xxx)xxx-xxxx:  Telephone Extension:

Email Address:

**e. Community-Based Board of Directors Requirement**

## Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in Medium and Large Counties Affected by Hurricane Ian and Nicole

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 to: 1) Any tenants or applicants for tenancy; 2) Any compensated management or staff of the Non-Profit; or 3) Any other members of the Board, as required?

<select one>

### f. Contact Person

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

First Name:	<input type="text"/>	Middle Initial:	<input type="text"/>
Last Name:	<input type="text"/>		
Organization:	<input type="text"/>		
Street Address:	<input type="text"/>		
City:	<input type="text"/>		
State:	<input type="text" value="&lt;select one&gt;"/>		
Zip Code:	<input type="text"/>		
Telephone (xxx)xxx-xxxx:	<input type="text"/>	Telephone Extension:	<input type="text"/>
Email Address:	<input type="text"/>		

*This area intentionally left blank.*

#### (2) Operational Contact Person Information (optional)

First Name:	<input type="text"/>	Middle Initial:	<input type="text"/>
Last Name:	<input type="text"/>		
Organization:	<input type="text"/>		
Street Address:	<input type="text"/>		
City:	<input type="text"/>		
State:	<input type="text" value="&lt;select one&gt;"/>		
Zip Code:	<input type="text"/>		
Telephone (xxx)xxx-xxxx:	<input type="text"/>	Telephone Extension:	<input type="text"/>
Email Address:	<input type="text"/>		

**Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in Medium and Large Counties Affected by Hurricane Ian and Nicole**

**Section 4.A.4  
General Proposed Development Information**

**a. Name of the proposed Development:**

*(The Name of the Proposed Development must have an entry to turn on some of the validation formulas in Exhibit A)*

**b. Development Category**

(1) Select the Development Category:

New Construction

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

**c. Characteristics of Development**

(1) Select the Development Type:

<select one>

Based on the input in the Unit Characteristics Table below, the predominant unit type is yet to be determined as the table input is not complete.

(2) Enhanced Structural Systems (“ESS”) Construction Qualifications are outlined in Section Four, A.4.c.(2) of RFA.

**d. Unit Characteristic Chart**

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. The last row of the far right column is the Leveraging Factor.

Unit Characteristics			Enter the applicable number of units	Leveraging Classification Development Type Multipliers
<b>New Construction</b>	Garden	ESS Construction		0.8004
	Garden	Non-ESS Construction		0.9200
	Mid-Rise	ESS Construction		0.7395
	Mid-Rise	Non-ESS Construction		0.8500
	High-Rise	ESS Construction		0.7134
	Other Dev Type*	ESS Construction		0.8700
	Other Dev Type*	Non-ESS Construction		1.0000
	<b>Total Units:</b>			<b>0</b>

The number of units calculated here matches the 0 units in stated at 6.a.

\* Other Dev(elopment) Type means any Development Type that is not specifically identified in the chart but could be selected in drop-down menu in A.4.A.c.

\*\* Not all decimal places of the actual number for the overall Leveraging Classification Development Type Multiplier may be displaying. Nonetheless, the full actual number will be used to calculate the Applicant's overall Corporation's funding amount in the 'Funding' tab. The final Leveraging Multiplier is calculated by summing together the products of multiplying the number of units for each applicable Development Type by their Leveraging Classification Development Type Multiplier and dividing the results by the amount of Total Units.

Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in Medium and Large Counties Affected by Hurricane Ian and Nicole

Section 4.A.5  
Location of Proposed Development

a. County:  County Size: \_\_\_\_\_ Tier: \_\_\_\_\_  
*(The proposed Development's County must have an entry to turn on some of the validation formulas in Exhibit A)*

b. Address of Development Site

Street Address or closest designated intersection:

City of Development Site\*:

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

c. State whether the Development consists of Scattered Sites

(1) Does the proposed Development consist of Scattered Sites?

d. Latitude and Longitude Coordinates

(1) Development Location Point

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

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

(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:

**Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in Medium and Large Counties Affected by Hurricane Ian and Nicole**

**Section 4.A.6  
Number of Units and Buildings**

a. Enter the total number of units in the proposed Development upon completion:

(Total Units must have an entry to turn on some of the validation formulas in Exhibit A)

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:

<select one>

(2) Total Set-Aside Breakdown Chart

(a) Applicants committing to the minimum IRS 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 for HC Set-Aside Commitments.

Number of Residential Units	Percentage of Units	AMI Level, at or below:	Types of Units
0		25%	Housing Credit Units
0		28%	
0		30%	
0		33%	
0		35%	
0		40%	
0		45%	
0		50%	
0		60%	
0	0%	Above 60%	
0	0%		Total Qualifying HC Units
0	0%		Total Units

*This area intentionally left blank.*

(b) Applicants committing to the IRS Average Income Test must complete this chart for Housing Credit Set-Aside Commitments. The minimum ELI Set-Aside Commitment is 20% of Total Units, or 0 units at 30% AMI or less.

Number of Residential Units	Percentage of Units	AMI Level, at or below:	Types of Units
	0.000%	20%	AIT Housing Credit Units
	0.000%	30%	
	0.000%	40%	

**Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in Medium and Large Counties Affected by Hurricane Ian and Nicole**

	0.000%	50%	AIT Housing Credit Units
	0.000%	60%	
	0.000%	70%	
	0.000%	80%	
0	0.000%	Above 80%	Market Rate Housing Units
0	0.000%		Total Qualifying HC Units
0	0.000%		Total Units
		0.000%	Average AMI of the Qualifying Units

*This area intentionally left blank.*

Note: 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**

Complete the chart below:

Number of Bedrooms/Bathrooms per Unit	Number of Units per Bedroom/Bathroom Type	Prorata ELI Distribution
0 Bedroom/1 bathroom		0
1 Bedroom/1 bathroom		0
2 Bedrooms/1 bathroom		0
2 Bedrooms/1.5 bathrooms		
2 Bedrooms/2 bathrooms		
3 Bedrooms/2 bathrooms		0
3 Bedrooms/2.5 bathrooms		
3 Bedrooms/3 bathrooms		
<b>Totals</b>	<b>0</b>	<b>0</b>

The total number of units calculated in the Unit Mix Chart matches the total number of units of 0 stated at 6.a. above.

*This area intentionally left blank.*

*This area intentionally left blank.*

**Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in Medium and Large Counties Affected by Hurricane Ian and Nicole**

**Chart for the Prorata Distribution of ELI units.**

ELI Commitment: 0%		
# of Bedrooms	Total Units	Total ELI
0	0	0
1	0	0
2	0	0
3	0	0
4	0	0
<b>Totals</b>	<b>0</b>	<b>0</b>

**e. Number of Buildings**

Number of anticipated residential buildings:

**f. Compliance Period**

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

50 Years



**Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in  
Medium and Large Counties Affected by Hurricane Ian and Nicole**

**Section 4.A.7  
Readiness to Proceed**

**a. Site Control**

The site control documentation must be provided as **Attachment 6** to demonstrate site control as of Application Deadline .

**b. Ability to Proceed documents**

- (1)** Provide the required documentation to demonstrate zoning as **Attachment 7**.
- (2)** Provide the required documentation to demonstrate availability of water as **Attachment 8**.
- (3)** Provide the required documentation to demonstrate availability of sewer as **Attachment 9**.

**Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in Medium and Large Counties Affected by Hurricane Ian and Nicole**

**Section 4.A.8  
Construction Features**

- a. **Federal requirements and State Building Code requirements for all Developments are outlined in Section Four.**
- b. **General feature requirements for all Developments are outlined in Section Four.**
- c. **Accessibility feature requirements for all Developments are outlined in Section Four.**
- d. **Green Building Features**
  - (1) Green Building feature requirements for all Developments are outlined in Section Four.
  - (2) Select one of the following Green Building Certification programs described in Section Four.

<select one>

**Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in Medium and Large Counties Affected by Hurricane Ian and Nicole**

**Section 4.A.9  
Housing Stability Services and Access to Community-Based Services Coordination**

The Housing Stability Services Coordination requirements for all Applicants are outlined in Section Four, A.9.a. of the RFA. In addition, select the option describing how the Resident Community-Based Services Coordination requirements outlined in Section Four, A.9.b. of this RFA will be met.

- 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.9.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 form (Form Rev 10-2021) must be submitted as Attachment 10. This form must be signed by the Authorized Principal Representative.
- The Applicant entity meets the Services Coordination Experience Requirements outlined in Section Four, A.9.a. of this RFA as demonstrated in the information provided below.

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 Homeless households and/or Persons with Special Needs, as described in Section Four, A.9. of RFA.

.....  
First completed development that serves Homeless individuals and families and/or Persons with Special Needs that meets the experience requirement outlined in Section Four, A.9.b.(1) of the RFA (if needed):

Name of Development:

Location (city and state):

Total Number of Units:

.....  
Second completed development that serves Homeless individuals and families and/or Persons with Special Needs that meets the experience requirement outlined in Section Four, A.9.b.(1) of the RFA (if needed):

Name of Development:

Location (city and state):

Total Number of Units:

.....  
Third completed development that serves Homeless individuals and families and/or Persons with Special Needs that meets the experience requirement outlined in Section Four, A.9.b.(1) of the RFA (if needed):

Name of Development:

Location (city and state):

Total Number of Units:

**Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in Medium and Large Counties Affected by Hurricane Ian and Nicole**

**Section 4.A.9  
Housing Stability Services and Access to Community-Based Services Coordination**

Fourth completed development that serves Homeless individuals and families and/or Persons with Special Needs that meets the experience requirement outlined in Section Four, A.9.b.(1) of the RFA (if needed):

Name of Development: \_\_\_\_\_

Location (city and state): \_\_\_\_\_

Total Number of Units: \_\_\_\_\_

Total Units in the above developments that serves Homeless individuals and families and/or Persons with Special Needs that meets the experience requirement outlined in Section Four, A.9.b.(1) of the RFA:

Total Number of Units from the above four developments: \_\_\_\_\_

**Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in Medium and Large Counties Affected by Hurricane Ian and Nicole**

<b>Section 4.A.10 Funding</b>
-----------------------------------

**a. Corporation Funding**

**(1) Rental Recovery Loan Program (RRLP)**

**(a) RRLP Base Loan Request Limits:**

<b>(i) Per Development</b>	\$4,200,000.00	(\$4,200,000 Per Dev. - Gross) (\$4,200,000 Per Dev. - Net)
<b>(ii) Per Unit</b>	\$105,000.00	

The gross Per Development base loan request limit is based on the lesser of the \$4,200,000 per Development Limit or the \$105,000 PU Limit, or \$0 (0 total units multiplied by \$105,000 PU) for a gross total limit of \$0. This gross total limit less the Applicant's Eligible ELI Request Amount of \$0 yields a net RRLP Base Loan Request limit of \$0.

---

Lesser of Maximum Base Loan Request Amount Per Development, or Total Maximum Subsidy Allowed Per Unit Limit for (1)(a):	\$0
--	-----

Applicant's RRLP Base Loan Request Amount:	\$0
--	-----

Applicant's Eligible RRLP Base Loan Request Amount:	\$0
---	-----

RRLP ELI Request Amount Limits:

Per Development	\$750,000
Per Unit (from the 'Units, Set-Asides, Buildings' tab)	\$0

---

Lesser of Maximum ELI Request Amount Per Development, or Maximum ELI Request Amount via Per Unit Limit:	\$0
--	-----

(c) Applicant's RRLP ELI Loan Request Amount:	\$0
---	-----

Applicant's Eligible RRLP ELI Request Amount:	\$0
---	-----

Applicant's total Eligible RRLP Request Amount will be the sum of the Applicant's Eligible Base Loan Request Amount (\$0) and the Applicant's Eligible ELI Request Amount (\$0).

Total Eligible RRLP Request Amount:	\$0
-------------------------------------	-----

(2) The Applicant commits to the 0 required 22% HOME-ARP Units (funded at \$0 PU)	\$0
---	-----

How many optional 22% HOME-ARP Units is the Applicant requesting?	\$0
---	-----

---

Based on the 0 optional 22% HOME-ARP Units indicated above to be funded at \$0 PU, the total funding for the Additional units is:	\$0
---	-----

The total of all HOME-ARP Funding for the combined total of 0 HOME-ARP Units is:	\$0
--	-----

**Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in Medium and Large Counties Affected by Hurricane Ian and Nicole**

**Section 4.A.10  
Funding**

**(3) Housing Credit Request Amount**

Competitive Housing Credit Request Amount

Housing Credit Request Amount Limits:

Per Development - Medium Counties	Select a County
Per Development - Large Counties	Select a County

Lesser of Maximum Request Amount Per Development, or  
Maximum Request Amount via Per Unit Limit: Select a County

**(a) Competitive Housing Credit Request Amount (annual amount):**  

Applicant's Eligible Competitive Housing Credit Request Amount: \$0

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

<select from menu>

**(c) Basis Boost Qualifications:**

**(i)** If the Applicant is utilizing Non-Corporation-issued Tax-Exempt Bonds as provided in the RFA, indicate which calendar year the complete bond application was submitted to the bond-issuing agency:

<select from menu> (This information is to understand the boost status at this time with the acknowledgement the boost status could change after this application.)

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

<select from menu>

If "Yes", state the Corporation-assigned Application Number for the Development where the first phase was declared:

 

**(ii)** Are any buildings in the proposed Development located in a HUD-designated SADDA?

<select from menu>

If "Yes", provide the SADDA ZCTA Number(s)\*:

   
   
 

(The Applicant should enter multiple SADDA ZCTA Numbers individually, one per row)

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

Please identify County.  

If "Yes", provide the non-metropolitan DDA county name:



**Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in Medium and Large Counties Affected by Hurricane Ian and Nicole**

**Section 4.A.10  
Funding**

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

(1) Has the Applicant entered into a land lease with a Public Housing Authority on property where the proposed Development is to be located or the Applicant provided an Option to Enter into a Ground Lease Agreement 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?

<select from menu>

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

<select from menu>

If a Public Housing Authority has one of the above-described relationships with the Applicant, state the name of the Public Housing Authority.

**f. Leveraging Classification**

The Leveraging Classification process must first determine the Applicant's total Corporation funding per set-aside unit and includes the following steps:

(1)	The applicable Eligible Housing Credit Request Amount	\$0
	The Eligible Housing Credit Request Amount is multiplied by 9.0	\$0
(2)	The applicable Eligible RRLP Base Request Amount	\$0
	Does the proposed Development indicate it qualifies for a Housing Credit basis boost?	Yes
	If the proposed Development qualifies for a Housing Credit basis boost, multiply by 1.15	\$0
(3)	Corp. Funding Sources leveraging subtotal, incl. of applicable HC basis boost multipliers	\$0
(4)	Does the Application qualify for the PHA Leveraging Multiplier?	No
	If yes, multiply by 0.93	\$0
(5)	What is the overall Development Type Leveraging Multiplier derived from the bottom row of the 'Unit Characteristics' table from Section 4.A.4.d. (Breakdown of Number of Units) in the Proposed Development Info tab?	0.00000
	What is the Applicant's total Corporation's funding?	\$0
	What is the Applicant's total Corporation's funding per Set-Aside Unit (0 SAUs)?	\$0.00

**g. Florida Job Creation Funding Preference**

In order to earn the Florida Job Creation Funding Preference, the Applicant will need to earn a Florida Job Creation score equal to or greater than 4.50, which represents the number of Florida jobs per \$1,000,000 of implied eligible housing credit equity. The number of NC and A/R units are taken from the Unit Characteristic Chart at Section 4.A.4.d. in the 'Proposed Development Info' tab.

The proposed Development has the following calculation for the Florida Job Creation score in accordance with the RFA:

$$[ ( 0 \text{ NC MF Units} \times 3.171 ) + ( 0 \text{ A/R MF Units} \times 1.602 ) ] \times 1,000,000 / ( \$0 \times 9.0 + \$0 \text{ RRLP} ) = \text{Florida Job Creation Score of } 0.00.$$

A Florida Job Creation score of 0.00 does NOT earn the Florida Job Creation Funding Preference.





**Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in Medium and Large Counties Affected by Hurricane Ian and Nicole**

**RFA 2023-108 DEVELOPMENT COST PRO FORMA**

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	1 HC ELIGIBLE COSTS	2 HC INELIGIBLE COSTS	3 TOTAL COSTS
<i>General Development Costs</i>			
Accounting Fees	_____	_____	_____
Appraisal	_____	_____	_____
Architect's Fee - Site/Building Design	_____	_____	_____
Architect's Fee - Supervision	_____	_____	_____
Builder's Risk Insurance	_____	_____	_____
Building Permit	_____	_____	_____
Capital Needs Assessment	_____	_____	_____
Engineering Fees	_____	_____	_____
Environmental Report	_____	_____	_____
FHFC Administrative Fee <small>See Note (2)</small>	_____	_____	_____
FHFC Application Fee <small>See Note (2)</small>	_____	_____	_____
FHFC Compliance Fee <small>See Note (2)</small>	_____	_____	_____
FHFC PRL/Credit Underwriting Fees <small>See Note (2)</small>	_____	_____	_____
Green Building Certification/ HERS Inspection Costs	_____	_____	_____
<b>*Impact Fees (list in detail)</b>	_____	_____	_____
Inspection Fees	_____	_____	_____
Insurance	_____	_____	_____
Legal Fees	_____	_____	_____
Market Study	██████████	_____	_____
Marketing/Advertising	██████████	_____	_____
Property Taxes	_____	_____	_____
Soil Test Report	_____	_____	_____
Survey	_____	_____	_____
Tenant Relocation Costs	_____	_____	_____
Title Insurance & Recording Fees	_____	_____	_____
Utility Connection Fee	_____	_____	_____
<b>*Other (explain in detail)</b>	_____	_____	_____
<b>A2.1. TOTAL GENERAL DEVELOPMENT COST</b>	\$ _____	\$ _____	\$ _____
<b>A2.2. SOFT COST CONTINGENCY</b> <small>See Note (4)</small>	\$ _____	\$ _____	\$ _____
<small>Max SCC @ 5%:</small>	\$0.00		

**Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in Medium and Large Counties Affected by Hurricane Ian and Nicole**

**RFA 2023-108 DEVELOPMENT COST PRO FORMA**

*(Page 3 of 7)*

	1 HC ELIGIBLE COSTS	2 HC INELIGIBLE COSTS	3 TOTAL COSTS
<i>Financial Costs</i>			
Construction Loan Origination/ Commitment Fee(s)	_____	_____	_____
Construction Loan Credit Enhancement Fee(s)	_____	_____	_____
Construction Loan Interest	_____	_____	_____
Non-Permanent Loan(s) Closing Costs	_____	_____	_____
Permanent Loan Origination/ Commitment Fee(s)	██████████	_____	_____
Permanent Loan Credit Enhancement Fee(s)	██████████	_____	_____
Permanent Loan Closing Costs	██████████	_____	_____
Bridge Loan Origination/ Commitment Fee(s)	_____	_____	_____
Bridge Loan Interest	_____	_____	_____
*Other (explain in detail)	_____	_____	_____
<b>A3. TOTAL FINANCIAL COSTS</b>	<b>\$</b> _____	<b>\$</b> _____	<b>\$</b> _____
<i>ACQUISITION COST OF EXISTING DEVELOPMENT (excluding land)</i>			
Existing Building(s)	_____	_____	_____
*Other (explain in detail)	_____	_____	_____
<b>B. TOTAL ACQUISITION COSTS OF EXISTING DEVELOPMENT (excluding land)</b>	<b>\$</b> _____	<b>\$</b> _____	<b>\$</b> _____
<b>C. DEVELOPMENT COST</b> (A1.3+A1.4+A2.1+A2.2+A3+B)	<b>\$</b> _____	<b>\$</b> _____	<b>\$</b> _____
<i>Developer Fee See Note (1)</i>			
Developer Fee on Acquisition Costs	_____	_____	_____
<i>Max DF @ 16%: \$0.00</i>			
Developer Fee on Non-Acquisition Costs	_____	_____	_____
<i>Max DF @ 16%: \$0.00</i>			
Additional 5% Developer Fee for the RFA's designated Demographic Commitment	_____	██████████	_____
<i>Max DF @ 5%: \$0.00</i>			
<b>D. TOTAL DEVELOPER FEE</b>	<b>\$</b> _____	<b>\$</b> _____	<b>\$</b> _____
<i>Max Total DF:</i>			
<b>E. OPERATING DEFICIT RESERVES</b> <i>See Note (5)</i>	<b>\$</b> ██████████	<b>\$</b> ██████████	<b>\$</b> ██████████
<i>Max ODR: \$0.00</i>			
<b>F. TOTAL LAND COST</b>	<b>\$</b> ██████████	<b>\$</b> _____	<b>\$</b> _____
<b>G. TOTAL DEVELOPMENT COST</b> <i>See Note (7)</i> (C+D+E+F)	<b>\$</b> _____	<b>\$</b> _____	<b>\$</b> _____

**Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in Medium and Large Counties Affected by Hurricane Ian and Nicole**

RFA 2023-108 DEVELOPMENT COST PRO FORMA

(Page 4 of 7)

**Detail/Explanation Sheet**

Totals must agree with Pro Forma. Provide component descriptions and amounts for each item that has been completed on the Pro Forma that requires a detailed list or explanation.

**DEVELOPMENT COSTS**

***Actual Construction Cost***

*(as listed at Item A1.)*

Off-Site Work:

Other:

***General Development Costs***

*(as listed at Item A2.)*

Impact Fees:

Other:

***Financial Costs***

*(as listed at Item A3.)*

Other:

***Acquisition Cost of Existing Developments***

*(as listed at Item B2.)*

Other:

**Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in Medium and Large Counties Affected by Hurricane Ian and Nicole**

RFA 2023-108 DEVELOPMENT COST PRO FORMA

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**CONSTRUCTION/REHAB ANALYSIS**

	<b>AMOUNT</b>	<b>LENDER/TYPE OF FUNDS</b>
<b>A. Total Development Costs</b>	\$ _____	
<b>B. Construction Funding Sources:</b>		
1. First Mortgage Financing	\$ _____	<select from menu>
2. Second Mortgage Financing	\$ _____	<select from menu>
3. Third Mortgage Financing	\$ _____	<select from menu>
4. Fourth Mortgage Financing	\$ _____	<select from menu>
5. Fifth Mortgage Financing	\$ _____	<select from menu>
6. Sixth Mortgage Financing	\$ _____	<select from menu>
7. NHTF Financing	\$ _____ 0.00	FHFC - NHTF
Financing	\$ _____	Enter request on Funding Tab
Financing	\$ _____	Enter request on Funding Tab
Financing	\$ _____	Enter request on Funding Tab
8. HC Equity Proceeds Paid Prior to Completion of Construction which is Prior to Receipt of Final Certificate of Occupancy or in the case of Rehabilitation, prior to placed-in service date as determined by the Applicant.	\$ _____	
9. Other: _____	\$ _____	<select from menu>
10. Other: _____	\$ _____	<select from menu>
11. Deferred Developer Fee	\$ _____	
<b>12. Total Construction Sources</b>	\$ _____	
<b>C. Construction Funding Surplus</b>		
(B.12. Total Construction Sources, less A. Total Development Costs):	\$ _____	(A negative number here represents a funding shortfall.)

Met Construction Financing Threshold for sources equal or exceed uses: \_\_\_\_\_

**Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB**

**Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in Medium and Large Counties Affected by Hurricane Ian and Nicole**

RFA 2023-108 DEVELOPMENT COST PRO FORMA

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**PERMANENT ANALYSIS**

	<b>AMOUNT</b>	<b>LENDER/TYPE OF FUNDS</b>	<b>Cash Funding?</b>
<b>A. Total Development Costs</b>	\$ _____		
<b>B. Permanent Funding Sources:</b>			
1. First Mortgage Financing	\$ _____	<select from menu>	<select one>
2. Second Mortgage Financing	\$ _____	<select from menu>	<select one>
3. Third Mortgage Financing	\$ _____	<select from menu>	<select one>
4. Fourth Mortgage Financing	\$ _____	<select from menu>	<select one>
5. Fifth Mortgage Financing	\$ _____	<select from menu>	<select one>
6. Sixth Mortgage Financing	\$ _____	<select from menu>	<select one>
7. NHTF Financing	\$ _____ 0.00	FHFC - NHTF	
Financing	\$ _____	Enter request on Funding Tab	
Financing	\$ _____	Enter request on Funding Tab	
Financing	\$ _____	Enter request on Funding Tab	
8. HC Syndication/HC Equity Proceeds	\$ _____		
9. Other: _____	\$ _____	<select from menu>	<select one>
10. Other: _____	\$ _____	<select from menu>	<select one>
11. Deferred Developer Fee	\$ _____		
<b>12. Total Permanent Funding Sources</b>	\$ _____		
<b>C. Permanent Funding Surplus</b>			
(B.12. Total Permanent Funding Sources, less A. Total Development Costs):	\$ _____	(A negative number here represents a funding shortfall.)	

Met Permanent Financing Threshold for sources equal or exceed uses: \_\_\_\_\_

**Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB**

**Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in Medium and Large Counties Affected by Hurricane Ian and Nicole**

**RFA 2023-108 DEVELOPMENT COST PRO FORMA**

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The intent of this page is to assist the Applicant in determining a TDC PU Limitation for the proposed Development and comparing it to the appropriate RFA's TDC PU Limitation. The accuracy of the comparison is dependent upon the accuracy of the inputs and Florida Housing takes no responsibility in any programming errors. FHFC will not use this page to score TDC PU Limitation criteria. If FHFC makes any adjustments to the Applicant's data or assumptions, FHFC's TDC PU for Limitation purposes of the proposed Development or the TDC PU Limitation determined by FHFC may be different than the amounts provided below. Please read the RFA for qualifying responses and definition of terms. This table is optional and its use is at the sole discretion of the Applicant. Applicant is responsible to verify and be in compliance with all aspects of the Application to meet RFA criteria.

**TDC PU LIMITATION ANALYSIS**

In which county is the proposed Development to be located?..... County input required

<b>Blended Characteristic TDC PU Base Limitation*</b>			
<b>Unit Category, Type, and ESS Designation</b>	<b>Unit Count</b>	<b>Maximum TDC PU Limitation</b>	<b>Pro Rata Limits</b>
NC Garden Non-ESS			
NC Garden ESS			
NC Mid-Rise Non-ESS			
NC Mid-Rise ESS			
NC High-Rise			
Rehab Garden			
Rehab Non-Garden			
<b>Total Blended TDC PU Base Limitation</b>			

*\*For TDC PU Limitation purposes, Garden Apartments include all structure types that are 3 stories or less (Garden Apartments, Single Family Homes, Duplexes, Quadraplexes, and Townhouses).*

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

Does the proposed Development qualify for any TDC PU Add-Ons or Multipliers?

Applicable Add-On(s): **Add-On** **TDC PU Base Limitation**  
 No applicable Add-Ons \$0

Applicable Multiplier(s): **Multiplier** **TDC PU Base Limitation**  
 Non-Geographic Multiplier for Homeless \$0

**The final overall TDC PU Limitation for the above defined Development is..... County input required**

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

Total Development Costs (Line G., column 3).....	\$0.00
Less Acq. Cost of Existing Dev. (excluding land) - Existing Building(s).....	\$0.00
Less Land Acquisition Costs (Line F., column 3).....	\$0.00
Less Operating Deficit Reserves (Line E., column 3).....	\$0.00
Less Demolition and Relocation Costs, if applicable.....	\$0.00
Less Commercial/Retail Space Costs, if applicable.....	\$0.00
TDC of the proposed Development for Limitation Purposes:.....	\$0.00
<b>TDC PU of the proposed Development for Limitation Purposes:.....</b>	<b>\$0.00</b>

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

**Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in Medium and Large Counties Affected by Hurricane Ian and Nicole**

**Section 4.A.11  
Uniform Relocation Act (URA)**

a. Are there any units occupied?   
If "Yes" – Go to question b. below;      If "No" – Go to question c. below.

**b. Tenant Relocation Information for Existing Properties**

(1) How many total units now exist in the development?   
(2) How many units are occupied?   
(3) Is permanent relocation (displacement) anticipated during or after the construction/  
redevelopment period?   
If "Yes", how many units are affected?   
(4) Will temporary relocation of any tenants be required?   
If "Yes", how many tenants will require temporary relocation?

**c. Uniform Relocation Act (URA) Acquisition Information**

(1) Does the Applicant own the Development site?   
If "Yes" - Skip questions (2) through (4) below.  
If "No" - Answer question (2) below.  
(2) Is Applicant a private company?   
If "Yes" - Skip questions (3) and (4) below.  
If "No" - Answer question (3) below.  
(3) Is the Applicant a public (government) Applicant?   
If "Yes" - Answer question (4) below.  
If "No" - Skip question (4) below.  
(4) Does the Applicant have eminent domain power?



**Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in Medium and Large Counties Affected by Hurricane Ian and Nicole**

**Section 4.B.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.

**Section 4.B.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.

**Section 4.B.3.  
Addenda**

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

**Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in Medium and Large Counties Affected by Hurricane Ian and Nicole**



**Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in Medium and Large Counties Affected by Hurricane Ian and Nicole**

**Section 4.C.  
Applicant Certification and Acknowledgement Form**

The Authorized Principal Representative must review and execute this section.

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 67-48.023(1), F.A.C. and Exhibit H, 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 for the SAIL loan, 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.

**Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in Medium and Large Counties Affected by Hurricane Ian and Nicole**

**Section 4.C.  
Applicant Certification and Acknowledgement Form**

- 12. The Applicant certifies that there are no agreements, other than the letter of intent provided with this Application, the Limited Partnership Agreement, or Operating Agreement, between the Applicant and the Housing Credit Syndicator/equity provider.
- 13. The Applicant certifies that the complete Limited Partnership Agreement or Operating 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) no construction or inspection work is performed by the General Contractor, with the following exceptions: (a) The General Contractor may perform its duties to manage and control the construction of the Development; and (b) the General Contractor may self-perform work of a de minimis amount, defined for purposes of this subparagraph as the lesser of \$350,000 or 5 percent of the construction contract; (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 state 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. The Applicant 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. All HOME-ARP requirements would apply such as how the units must be used for Qualifying Populations, the HUD environmental requirements provided in 24 CFR Part 92 and 24 CFR Part 58, AND Davis-Bacon requirements apply, if there are at least twelve 22% Units.
- 21. 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.
- 22. The Applicant has read, understands and will comply with the 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.
- 24. The Applicant understands and acknowledges that Florida Housing may make all Applications in this RFA public sooner than 30 days after the Application Deadline.
- 25. The Corporation has included several warning messages throughout the Excel-based application to help alert an Applicant that there may be an issue with the data. This is a helpful guide but is not intended to be an all-inclusive list. Eligibility, points awarded, qualifications for goals, preferences, etc., are all solely determined by the criteria outlined in the RFA. If there are any inconsistencies between the Exhibit A and the RFA itself, such as formulas used in calculations or the warning messages, Applicants are instructed to rely solely on the RFA.

Under the penalties of perjury, I declare and certify that the Application for the proposed Development meets all applicable requirements of the RFA. I have read the foregoing and the information is true, correct and complete.

Signature of Authorized Principal Representative\*

\_\_\_\_\_

Title

\_\_\_\_\_

**Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in  
Medium and Large Counties Affected by Hurricane Ian and Nicole**

**Section 4.C.  
Applicant Certification and Acknowledgement Form**

\*The Authorized Principal Representative must type their name indicating the acknowledgement and certification of these requirements.

**Exhibit A to RFA 2023-108 Housing Credit and RRLP Financing for Homeless Housing Developments located in  
Medium and Large Counties Affected by Hurricane Ian and Nicole**

**Section 4.C  
Narrative Scoring**

The Narrative Scoring section is available in a separate document in Microsoft Word. This document must be downloaded from the RFA Webpage, then completed and uploaded as part of the Application Package described in Section Three of the RFA.

**Exhibit B – Definitions**

<p>“Best Practice”</p>	<p>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.</p>
<p>“Disabling Condition”</p>	<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> <ul style="list-style-type: none"> <li>(a) Expected to be of long-continued and indefinite duration; and</li> <li>(b) Not expected to impair the ability of the person with special needs to live independently with appropriate supports.</li> </ul>
<p>“Homeless Household”</p>	<p>Homeless Household means an individual who lacks a fixed, regular, and adequate nighttime residence and also includes an individual who:</p> <ul style="list-style-type: none"> <li>(1) is sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;</li> <li>(2) is living in a motel, hotel, travel trailer park, or camping ground due to a lack of alternative adequate accommodations;</li> <li>(3) is living in an emergency or transitional shelter;</li> <li>(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;</li> <li>(5) is living in a car, park, public space, abandoned building, bus or train station, or similar setting; or</li> <li>(6) is a migratory individual who qualifies as homeless because he or she is living in circumstances described in paragraphs (1)-(6).</li> </ul> <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>
<p>“LURA” or “Land Use Restriction Agreement”</p>	<p>An agreement which sets forth the set-aside requirements and other Development requirements under a Corporation program.</p>
<p>“Mobility Impairment”</p>	<p>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>

<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> <ul style="list-style-type: none"> <li>(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;</li> <li>(b) receives at least 25 percent of the Developer Fee; and</li> <li>(c) 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.</li> </ul> <p>If a for-Profit entity has an ownership interest in the Development, it must be 49 percent or less 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 (NMTC) awards, whose name and CDFI awards can be confirmed on the CDFI Fund’s web site (Qualified CDFI, and the affiliate(s) of such Qualified CDFI. As used herein, the affiliate(s) of a Qualified CDFI means the parent, subsidiary or successor of the Qualified CDFI,</p>



	<p>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>“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 – intentionally omitted in this RFA**
- 2. Leveraging Classification**

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

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

- a. The Eligible Housing Credit Request Amount will be multiplied by 9.0; and
- b. If the Applicant has either (i) entered into a land lease with a Public Housing Authority on property where the proposed Development is to be located or the Applicant provided an Option to Enter into a Ground Lease Agreement 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 (ii) a PHA/instrumentality of a PHA as a Principal, the Application will qualify for the PHA Multiplier and the amount will also be multiplied by 0.93.

The resulting product will be then added to the Eligible RRLP 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., then multiplied by 0.88 and then by 0.93.

- d. The total Corporation funding amount calculated above will also be multiplied by a Leveraging Factor. The Leveraging Factor is calculated as follows:

Development Leveraging Multipliers							
# of new construction units	NC Garden Non-ESS	NC Garden ESS	NC Mid-Rise Non-ESS	NC Mid-Rise ESS	NC High-Rise	NC Other Non-ESS	NC Other ESS
Combined Dev Type / ESSC Multipliers	x 0.92	x 0.8004	x 0.85	x 0.7395	x 0.7134	x 1.0	x 0.87
Results of multiplication of each category							

To calculate the Leveraging Factor, the chart above will be used. The number of units for each category stated at 4.d. of Exhibit A will be multiplied by the applicable

multiplier. The results of the multiplication will then be added together, then divided 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. – c. above. This result is the total Corporation funding amount used in e. below.

- e. 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 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 RRLP 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 RRLP funding. To qualify for the Florida Job Creation Funding Preference in Section Five of the RFA, all Applications must earn a Florida Job Creation score equal to or greater than the minimum requirement of 4.50.

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

- The number of 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:
  - o Rate of 3.171 Florida Jobs per unit for proposed new construction units; and
- The Eligible Housing Credit Request Amount
- The Eligible RRLP Base Award Request Amount (exclusive of the ELI Funding Amount).

The score for the Florida Rate of Job Creation per \$1 million of implied eligible housing credit equity and RRLP funding will be measured using the following calculation:  $\text{Number of new construction units} \times 3.171 \text{ Florida Jobs per unit} \times 1,000,000 / (\text{the Eligible Housing Credit Request Amount} \times 9.0 + \text{total Eligible RRLP Base Award Request Amount}) = \text{Florida Jobs per } \$1 \text{ million of implied eligible housing credit equity and RRLP funding.}$

For example: Application A consists of 80 new construction units and has an Eligible Housing Credit Request Amount of \$1,650,000 and a total Eligible RRLP Base Award Request Amount of \$4,000,000.

$80 \times 3.171 \times 1,000,000 / (\$4,000,000 + \$1,650,000 \times 9.0) = \text{Florida Job Creation score of } 13.46.$

In above example, the Application will qualify for the Job Creation Funding Preference because it has a Florida Job Creation score that is equal to or greater than the minimum required.

**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
RRLP, HOME-ARP Funding and HC	\$15,360-RRLP Loan funding	+	\$5,146- HOME-ARP + \$5,146- HC	\$25,652

(2) Re-underwriting fee: \$198 per hour, not to exceed \$8,715.

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 \$198. All credit underwriting fees shall be paid by the Applicant prior to the performance of the analysis by the Credit Underwriter.

Any RRLP 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: \$198 per hour.

(4) Credit Underwriting Extension Fees

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

- (5) Housing Credit Preliminary Recommendation Letter fee: \$1,759

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 \$2,196.00 + an additional fee per set-aside unit of \$11.24, subject to a minimum of \$3,432.00, 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
RRLP and HC	HC:  A total annual fee comprised of a base fee of \$183 per month + an additional fee per set-aside unit of \$11.24 per year, subject to a minimum of \$286 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.	+	+ \$1,023 - RRLP  + \$1,023- HOME-ARP Funding

- (3) Follow-up Reviews/Extraordinary Services fee: \$198 per hour

e. Commitment Fees

With respect to the RRLP Program 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 RRLP loan amount upon acceptance of the firm commitment.

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

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 - \$198 per hour, not to exceed \$1,956 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.

The RRLP and HOME-ARP loan must close within the timeframes outlined in Exhibit H. In the event the RRLP and HOME-ARP loan does not have a firm commitment or close within the prescribed timeframe, extension fees will be assessed.

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 RRLP loan will have a Construction Loan Servicing Fee to be paid as indicated. Applicants that are awarded HOME-ARP Funding will not have a separate Construction Loan Serving Fee for the HOME-ARP 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.

- \$198 per hour for an in-house review of a draw request
- \$198 per hour for on-site inspection fees, up to a maximum of \$1,956 per draw
- \$198 per hour for extraordinary services

(2) Permanent Loan Servicing Fees

The RRLP loan and the HOME-ARP 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 \$236 and a maximum monthly fee of \$936, and an hourly fee of \$198 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 RRLP Loan Fees

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

j. Additional HOME-ARP Loan Fees

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

Note: Although all Applicants awarded HOME-ARP 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 HC Fees

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

(2) HC Applicants shall be responsible for all processing fees related to the HC Program.

l. 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 2022, 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 2022, is available on the RFA Webpage.

d. Financial Reporting Form SR-1

Following the end of the RRLP 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. 01-23 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 Exhibit H for RRLP) 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., and Exhibit H, 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 either qualifies as a USDA-eligible rural address or does not qualify as a USDA-eligible rural address. Addresses can be verified by visiting
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. 07-2022) 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. Ability to Proceed  
  
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, and Accountant), 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. 08-2022) 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, 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;

- h. Provide confirmation that all construction features committed to and proposed by the Applicant shall be located on the Development site;
- i. 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;
- j. 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 Applicant 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;
- k. 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;
  - l. 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;
  - m. 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;
  - n. 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
  - o. 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 credit underwriting process must be complete within the timeframe outlined in Rule Chapter 67-48, F.A.C.;
  6. The RRLP loan must close within the timeframe outlined in Exhibit H;
  7. By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation; and
  8. The Credit Underwriter will provide an itemized list for additional documentation including, but not limited to, the following:

- a. Information outlined in Rule Chapter 67-48.0072, F.A.C.;
- b. 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. 02-2020) are available on the RFA Webpage;
- d. 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. 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.(2) 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.(3) 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.(4) of Exhibit I; and
- (6) Provide all documentation regarding the Uniform Relocation Act as outlined in Section Four of the RFA.

9. The Credit Underwriter will also verify information submitted by the Applicant, including, but not limited to the following:

- a. The Applicant's Non-Profit status;
- b. 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; and
- f. 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.

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



**Exhibit E – Intentionally Omitted**

**Exhibit F – intentionally omitted**

## **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.

### Tenant Application Fees and Deposits (ELI Households)

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.

### 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.

### Application for Tenancy (All Households)

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 and RRLP Program Requirements

### A. Selection Procedures for Developments

- (1) Applications shall be limited to one submission per subject property. Two or more Applications, submitted in the same competitive solicitation process, that have the same demographic commitment and one or more of the same Financial Beneficiaries, will be considered submissions for the same Development site if any of the following is true:
- (a) Any part of any of the property sites is contiguous with any part of any of the other property sites, or
  - (b) Any of the property sites are divided by a street or easement, or
  - (c) It is readily apparent from the Applications, proximity, chain of title, or other information available to the Corporation that the properties are part of a common or related scheme of development.

If two or more Applications are considered to be submissions for the same Development site, the Corporation will reject all such Applications.

- (2) An Applicant shall be ineligible for funding or allocation in any program administered by the Corporation for a period of time as determined in paragraph (c), below, if:
- (a) The Board determines that the Applicant or any Principal, Financial Beneficiary, or Affiliate of the Applicant has made a material misrepresentation or engaged in fraudulent actions in connection with any Application for a Corporation program. For purposes of this subsection, there is a rebuttable presumption that an Applicant has engaged in fraudulent actions if the Applicant or any Principal, Financial Beneficiary or Affiliate of the Applicant:
    - 1. Has been convicted of fraud, theft or misappropriation of funds,
    - 2. Has been excluded from federal or Florida procurement programs for any reason,
    - 3. Has been convicted of a felony in connection with any Corporation program, or
    - 4. Has offered or given consideration with respect to a local contribution as set forth in subsection (7), below.
  - (b) Before any such determination can be final or effective, the Corporation must serve an administrative complaint that affords reasonable notice to the Applicant of the facts or conduct that warrant the intended action, specifies a proposed duration of ineligibility, and advises the Applicant of the opportunity to request a proceeding pursuant to sections 120.569 and 120.57, F.S. Upon service of such complaint, all pending transactions under any program administered by the Corporation involving the Applicant, or any Principal, Financial Beneficiary or Affiliate of the Applicant shall be suspended until a final order is issued or the administrative complaint is dismissed.
  - (c) The administrative complaint will include a proposed duration of ineligibility, which may be either a specific period of time or permanent in nature. With regard to

establishing the duration, the Board shall consider the facts and circumstances, inclusive of each Applicant's compliance history, the type of misrepresentation or fraud committed, and the degree of harm to the Corporation's programs that has been or may be done.

- (3) Notwithstanding any other provision of these rules, the following items as identified by the Applicant in the Application must be maintained and cannot be changed by the Applicant after the applicable submission, unless provided otherwise below:
- (a) Name of Applicant or Developer entity(s); notwithstanding the foregoing, the name of the Applicant or Developer entity(s) 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. With regard to said approval, the Corporation shall consider the facts and circumstances of each Applicant's request, inclusive of validity and consistency of Application documentation;
  - (b) Principals of each Developer, including all co-Developers; notwithstanding the foregoing, the Principals of the Developer(s) may be changed only by written request of an Applicant to Corporation staff and approval of the Corporation after the Applicant has been invited to enter credit underwriting. With regard to said approval, the Corporation shall consider the facts and circumstances of each Applicant's request, inclusive of validity and consistency of Application documentation;
  - (c) Program(s) applied for;
  - (d) Applicant applying as a Non-Profit or for-profit organization;
  - (e) Site for the Development; notwithstanding the foregoing, after the Applicant has been invited to enter credit underwriting and subject to written request of an Applicant to Corporation staff and approval of the Corporation, the site for the Development may be increased or decreased provided the Development Location Point is on the site and, if applicable, the total proximity points awarded during scoring are not reduced. In addition, if the increase or decrease of the site is such that the proposed Development now meets the definition of a Scattered Site, then the Applicant shall be required to provide such Scattered Sites information and meet all Scattered Sites requirements as required by Corporation staff. With regard to said approval, the Corporation shall consider the facts and circumstances of each Applicant's request, inclusive of validity and consistency of Application documentation;
  - (f) Development Category;
  - (g) Development Type;
  - (h) Demographic Commitment;

- (i) Total number of units; notwithstanding the foregoing, the total number of units may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation. With regard to said approval, the Corporation shall consider the facts and circumstances, inclusive of each Applicant's request, in evaluating whether the changes made are prejudicial to the Development or to the market to be served by the Development;
  - (j) The Total Set-Aside Percentage as stated in the last row of the total set-aside breakdown chart for the program(s) applied for in the Set-Aside Commitment section of the Application. Notwithstanding the foregoing, the Total Set-Aside Percentage may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation. With regard to said approval, the Corporation shall consider the facts and circumstances, inclusive of each Applicant's request, in evaluating whether the changes made are prejudicial to the Development or to the market to be served by the Development;
  - (k) Funding Request Amount, exclusive of adjustments by the Corporation as outlined in the RFA.
- (4) A Development will be withdrawn from funding and any outstanding commitments for funds will be rescinded if, at any time, the Board determines that the Applicant's Development or Development team is no longer the Development or Development team described in the Application or to the Credit Underwriter, and the changes made are prejudicial to the Development or to the market to be served by the Development.
  - (5) If an Applicant or Developer or any Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer has any existing Developments participating in any Corporation programs that remain in non-compliance with this RFA or applicable loan documents, and any applicable cure period granted for correcting such non-compliance has ended as of the time of submission of the Application or at the time of issuance of a credit underwriting report, the requested allocation will, upon a determination by the Board that such non-compliance substantially increases the likelihood that such Applicant or Developer will not be able to produce quality affordable housing, be denied and the Applicant or Developer and the Affiliates of the Applicant or Developer will be prohibited from new participation in any of the Corporation's programs until such time as all of their existing Developments participating in any Corporation programs are in compliance.
  - (6) The name of the Development provided in the Application may not be changed or altered after submission of the Application during the history of the Development with the Corporation unless the change is requested in writing and approved in writing by the Corporation. The Corporation shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request.
  - (7) If the Applicant or any Principal, Financial Beneficiary or Affiliate of the Applicant has offered or given consideration, other than the consideration to provide affordable housing,

with respect to a local contribution and this is discovered prior to Board approval of the Review Committee's recommendations, the Corporation shall reject the Application and any other Application submitted by the same Applicant and any Principal, Financial Beneficiary or Affiliate of the Applicant. If discovered after the Board approves the Review Committee's recommendations, any tentative funding or allocation for the Application and any other Application submitted by the same Applicant and any Principal, Financial Beneficiary or Affiliate of the Applicant will be withdrawn. Such Applicant and any of such Applicant's Principals, Financial Beneficiaries or Affiliates will be ineligible for funding or allocation in any program administered by the Corporation in accordance with the procedure set forth in (2) above.

## **B. Credit Underwriting and Loan Procedures**

Credit underwriting is a de novo review of all information supplied, received or discovered during or after any competitive solicitation scoring and funding preference process, prior to the closing on funding. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development team's experience, past performance or financial capacity is satisfactory. The credit underwriting review shall include a comprehensive analysis of the Applicant, the real estate, the economics of the Development, the ability of the Applicant and the Development team to proceed, the evidence of need for affordable housing in order to determine that the Development meets the program requirements and determine recommended RRLP loan amounts. Corporation funding will be based on appraisals of comparable developments, cost benefit analysis, and other documents evidencing justification of costs. As part of the credit underwriting review, the Credit Underwriter will consider the applicable provisions of this RFA.

- (1) After the Board's decision to select Applicants for funding as a result of a competitive solicitation process has become final action, the Corporation shall offer such Applicants an invitation to enter credit underwriting. The Corporation shall select the Credit Underwriter for each Development. For purposes of this section, a decision regarding an Applicant will become final action:
  - (a) If none of the Board's selections of Applicants for funding are challenged pursuant to section 120.57(3), F.S.;
  - (b) If some of the Board's selections of other Applicants for funding are challenged pursuant to section 120.57(3), F.S., but none of the challenges could impact the decision to select the Applicant for funding, or
  - (c) When the Board or Corporation issues a final order as a result of a challenge pursuant to section 120.57(3), F.S.
- (2) The invitation to enter credit underwriting constitutes a preliminary commitment.
- (3) A response to the invitation to enter credit underwriting must be received by the Corporation and the Credit Underwriter not later than seven (7) Calendar Days after the date of the invitation. For any invitation to enter credit underwriting that is offered to an Applicant after Board approval of the list of eligible Applications that is sorted from highest funding preference to lowest, where the Applicant's response is to decline to enter credit underwriting, the result shall be the removal of the Application from the list of eligible



Applications for the RFA and any other funding where that list of eligible Applications will be used.

- (4) If the invitation to enter credit underwriting is accepted:
  - (a) All Applicants shall submit the credit underwriting fee to the Credit Underwriter within seven (7) Calendar Days of the date of the invitation to enter credit underwriting. In addition, if requested by the Corporation, within 14 Calendar Days of the date of the invitation, Applicants shall submit IRS Tax Information Authorization Form 8821 for all Financial Beneficiaries, to the Corporation.
  - (b) Failure to submit the required credit underwriting fee by the specified deadline shall result in withdrawal of the invitation.
  - (c) The credit underwriting process must be completed within the time frame outlined in (21) below and the loan must close within the time frame outlined in (26) below.
- (5) The Credit Underwriter shall review all information in the Application and subsequently provided during the credit underwriting process, including information relative to the Applicant, Developer, and General Contractor, as well as other members of the Development team. The Credit Underwriter shall also request and review such other information as it deems appropriate to determine whether or not to provide a positive recommendation in connection with a proposed Development.
- (6) In determining whether or not to provide a positive recommendation in connection with a proposed Development, the Credit Underwriter will consider the prior and recent performance history of the Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor in connection with any other affordable housing development. The performance history shall consider instances involving a foreclosure, deed in lieu of foreclosure, financial arrearage, or other event of material default in connection with any affordable housing development or the documents governing financing or operation of any such development.
  - (a) Unless the Credit Underwriter determines that mitigating factors exist, or that underwriting conditions can be imposed, sufficient to mitigate or offset the risk, the existence of the following shall result in a negative recommendation of the proposed Development by the Credit Underwriter:
    1. Considering all affordable housing developments in which any party named above has been involved, if:
      - a. During the period prior to August 1, 2010, 5 percent or more of that party's developments have been the subject of a foreclosure or deed in lieu of foreclosure, or in financial arrearage or other material default and such arrearage or material default remained uncured for a period of 60 days or more, or
      - b. During the period beginning on or after August 1, 2010, any of that

party's developments have been the subject of a foreclosure or deed in lieu of foreclosure, or in financial arrearage or other material default and such arrearage or material default is uncured at the present or, if cured, remained uncured for a period of 60 days or more.

2. Mitigating factors to be considered by the Credit Underwriter, to the extent such information is reasonably available and verifiable, shall include the extent to which the party funded the operations of the development from that party's own funds in an attempt to keep the development afloat, the election by a party to forego financial participation in a development in an attempt to keep the development afloat, the party's satisfactory performance history over the last 10 years in connection with that party's affordable housing developments, and any other extenuating circumstances deemed relevant by the Credit Underwriter in connection with the party's involvement in a development.

(b) A negative recommendation may also result from the review of:

1. Financial capacity of an Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, or the General Contractor, or
2. Any other relevant matters relating to an Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor if, in the Credit Underwriter's opinion, one or more members of the Development team do not possess the ability to proceed.

- (7) The Credit Underwriter shall report any inconsistencies or discrepancies or changes made to the Applicant's Application during credit underwriting.
- (8) The Applicant will be responsible for all fees in connection with the documentation submitted to the Credit Underwriter.
- (9) If the Credit Underwriter determines that special expertise is required to review information submitted to the Credit Underwriter which is beyond the scope of the Credit Underwriter's expertise, the fee for such services shall be borne by the Applicant.
- (10) An appraisal report conforming to the Uniform Standards of Professional Appraisal Practice in effect at the time of the appraisal and reported in a comprehensive format, and a separate market study shall be ordered by the Credit Underwriter, at the Applicant's expense, from an appraiser qualified for the geographic area and development type not later than completion of credit underwriting. The Credit Underwriter shall review the appraisal to properly evaluate the development property's financial feasibility. Appraisals which have been ordered and submitted by third-party credit enhancers, first mortgagors or Housing Credit Syndicators and which meet the above requirements and are acceptable to the Credit Underwriter may be used instead of the appraisal referenced above. The market study must be completed by a disinterested party who is approved by the Credit Underwriter. The Credit Underwriter shall consider the market study, the Development's

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

- (a) An average physical occupancy rate of 92 percent or greater; and,
  - (b) For Developments with new construction units, an average market rental rate, based on unit mix and annualized rent concessions, of 110 percent or greater of a 60 percent of Area Median Income rental rate.
- (11) The minimum debt service coverage shall be 1.10x for the loan, including all superior mortgages. However, if the Applicant defers at least 35 percent of its Developer Fee following the last disbursement of all permanent sources of funding identified in the final credit underwriting report and when the primary expected source of repayment has been identified as projected cash flow, the minimum debt service coverage shall be 1.00x for the RRLP loan, including all superior mortgages. The maximum debt service coverage shall be 1.50x for the RRLP loan, including all superior mortgages. In extenuating circumstances, such as when the Development has deep or short term subsidy, the debt service coverage may exceed 1.50x if the Credit Underwriter's favorable recommendation is supported by the projected cash flow analysis. Developments receiving first mortgage funding from the United States Department of Agriculture Rural Development (RD) are not required to meet the debt service coverage standards if RD is providing rental assistance and has acknowledged that rents will be set at an amount sufficient to pay all operating expenses, replacement reserve requirements and debt service on the first and second mortgages.
- (12) The Corporation's assigned Credit Underwriter shall require a guaranteed maximum price construction contract, which may include change orders for changes in cost or changes in the scope of work, or both, if all parties agree, and shall order, at the Applicant's sole expense, and review a pre-construction analysis for all new construction units and review the Development's costs.
- (13) In addition to operating expenses, the Credit Underwriter must include an estimate for replacement reserves and operating expense reserves deemed appropriate by the Credit Underwriter when calculating the final net operating income available to service the debt. A minimum amount of \$300 per unit per annum must be used for all Developments.
- (a) The initial replacement reserve will have limitations on the ability to be drawn upon during the following time periods:  
  
Developments shall not be allowed to draw during the first five (5) years or until the establishment of a minimum balance equal to the accumulation of five (5) years of replacement reserves per unit.

- (b) The amount established as a replacement reserve shall be adjusted based on a CNA prepared by an independent third-party, ordered by a first mortgage lender, third-party credit enhancer, received by the Corporation or its servicers, and acceptable to the Corporation and its servicers at the time the CNA is required, beginning no later than the 10th year after the first residential building in the Development receives a certificate of occupancy, a temporary certificate of occupancy, or is placed in service, whichever is earlier ('Initial Replacement Reserve Date'). A subsequent CNA, meeting the parameters of this section, is required no later than the 15th year after the Initial Replacement Reserve Date and subsequently every five (5) years thereafter. If the Applicant does not provide a copy of a CNA to the Corporation or its servicers, prepared by an independent third-party and acceptable to the Corporation and its servicers within the stated time frames, then one shall be ordered by the Corporation or its servicers at the Applicant's expense. The only events allowed to drop the balance below the minimum are items related to life safety, structural and systems as approved by the Corporation and its servicers. In the event the first mortgage lender requires replacement reserves with replacement reserve deposit requirements that include the same or higher deposits, the Corporation's rights to hold replacement reserves and to disburse such funds shall be subject to the first mortgage lender. The replacement reserve funds 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 eligible items which can be identified in a competitive solicitation and/or such items that can be capitalized and depreciated over multiple years. An Applicant may choose to fund a portion of the replacement reserves at closing. Unless approved by the Corporation and the Credit Underwriter, the amount cannot exceed 50 percent of the required replacement reserves for two (2) years and must be placed in escrow at closing.
- (14) The Credit Underwriter may request additional information, but at a minimum the following will be required during the underwriting process:
- (a) For credit enhancers, audited financial statements for their most recent fiscal year ended, if published; otherwise the previous year's audited statements will be provided until the current statements are published or credit underwriting is complete. The audited statements may be waived if the credit enhancer's senior long term debt rating is at least "A3" by Moody's, or "A-" by Standard and Poor's or Fitch.
  - (b) For the Applicant, general partner(s), and guarantors, audited financial statements or financial statements compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications. If financial statements that are either audited, compiled or reviewed by a licensed Certified Public Accountant are not available, unaudited financial statements prepared within the last 90 days and reviewed by the Credit Underwriter and the two most recent years' tax returns. If any of the applicable entities are newly formed (less than 18 months in existence as of the date that credit underwriting information is requested), a copy of any and all tax

returns with related supporting notes and schedules. The financial statements and information provided for review should be in satisfactory form and shall be reviewed in accordance with the terms and conditions of this RFA.

- (c) For the General Contractor, audited financial statements or financial statements compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications. The audited or compiled statements may be waived if a payment and performance bond equal to 100 percent of the total construction cost whose terms do not adversely affect the Corporation's interest, and is issued in the name of the General Contractor by a company rated at least "A-" by AMBest & Co.
- (15) Each general partner (whether individual or entity) or each manager/managing member (whether individual or entity), as applicable, of the Applicant shall provide a guarantee for completion of construction. In addition, one or more entities or individuals (other than a general partner or manager/managing member) having an ownership interest, either directly or indirectly, in the Applicant or in the general partner or managing member of the Applicant shall be required to provide guarantees or personal guarantees, as applicable, for completion of construction as recommended by the Credit Underwriter or as otherwise required by the Corporation. The Corporation shall consider the following when determining the need for additional construction completion guarantees based on the recommendations of the Credit underwriter:
- (a) Liquidity of any guarantee provider.
  - (b) Applicant's, Developer's and General Contractor's history in successfully completing Developments of similar nature.
  - (c) The past performance of the Applicant, Developer, General Contractor or any other guarantee provider in developing or constructing Developments financed by the Corporation or its predecessor.
  - (d) Percentage of the Corporation's funds utilized compared to Total Development Costs.

If, after evaluation of paragraphs (a)-(d), above, by the Corporation and the Credit Underwriter, it is determined that additional surety is needed, the Applicant will be required to provide a letter of credit or payment and performance bond.

- (16) For all Developments, the Developer Fee and General Contractor's fee shall be limited to:
- (a) The Developer Fee shall be limited to 16\* percent of Development Cost, excluding land and operating deficit reserves. Consulting fees include payments for Application consultants, construction management or supervision, Local Government consultants and property acquisition brokerage fees when in excess of the appropriate limit. The maximum brokerage fees shall be limited to the lesser of \$300,000 or the applicable percent of the acquisition price, which shall be set at 4 percent when the acquisition price is \$5 million or less, 3 percent when the

acquisition price is \$10 million or less, and 2 percent when the acquisition price is in excess of \$10 million.

\*If Tax-Exempt Bond Financing and Non-Competitive Housing Credits are utilized, the Developer Fee shall be limited to 18 percent.

- (b) The General Contractor's fee shall be limited to a maximum of 14 percent of the actual construction cost.
- (17) The General Contractor must meet the following conditions:
- (a) Employ a Development superintendent and charge the costs of such employment to the general requirements line item of the General Contractor's budget;
  - (b) Charge the costs of the Development construction trailer, if needed, and other overhead to the general requirements line item of the General Contractor's budget inclusive of the general requirement items related to construction costs identified in the final cost certification documentation;
  - (c) Secure building permits, issued in the name of the General Contractor;
  - (d) If deemed necessary by the Corporation and the Credit Underwriter in their evaluation of construction completion guarantees in (15), above, secure a payment and performance bond whose terms do not adversely affect the Corporation's interest, issued in the name of the General Contractor, from a company rated at least "A-" by AMBest & Co., or a Corporation-approved alternate security for the General Contractor's performance such as a letter of credit issued by a financial institution with a senior long term (or equivalent) credit rating of at least "Baa3" by Moody's, or at least "BBB-" by Standard & Poor's or Fitch, or a financial rating of at least 175 by IDC Financial Publishing;
  - (e) Ensure that none of the General Contractor duties to manage and control the construction of the Development are subcontracted;
  - (f) The General Contractor may self-perform work of a de minimis amount, defined for purposes of this subparagraph as the lesser of \$350,000 or 5 percent of the construction contract;
  - (g) Unless otherwise approved by the Corporation for a specific Development, ensure that not more than 20 percent of the construction cost, not to include the General Contractor fee or pass-through fees paid by the General Contractor, is subcontracted to any one entity or any group of entities that have common ownership or are Affiliates of any other subcontractor, with the exception of a subcontractor (or any group of entities that have common ownership or are Affiliates of any other subcontractor):
    1. Contracted to deliver the building shell of a building less than five (5) stories which may not have more than 25 percent of the construction cost in a subcontract, unless otherwise approved by the Corporation for a specific Development; or

2. Contracted to deliver the building shell of a building of at least five (5) stories which may not have more than 31 percent of the construction cost in a subcontract, unless otherwise approved by the Corporation for a specific Development.

With regard to said approval, the Corporation shall require an analysis from the Credit Underwriter and consider the facts and circumstances of each Applicant's request, inclusive of construction costs and the General Contractor's fees. For purposes of paragraph (g), "Affiliate" has the meaning given in subsection 67-21, F.A.C., except that the term "Applicant" therein shall mean "subcontractor"; and,

- (h) Ensure that no construction cost is subcontracted to any entity that has common ownership or is an Affiliate of the General Contractor or the Developer. For purposes of this paragraph, "Affiliate" has the meaning given it in subsection 67-21, F.A.C., except that the term "Applicant" therein shall mean "General Contractor."
- (18) The Credit Underwriter shall require an operating deficit guarantee. Upon written request of the guarantor(s) to the Corporation or its agent, the operating deficit guarantee will be released upon achievement of a 1.15x debt service coverage ratio for the combined permanent first mortgage and RRLP loan, as determined by the Corporation or its agent, and 90 percent occupancy, and 90 percent of the gross potential rental income, net of utility allowances, if applicable, all for a period equal to 12 consecutive months, all as certified by an independent Certified Public Accountant. The calculation of the debt service coverage ratio shall be made by the Corporation or its agent. The Credit Underwriter or servicer will determine whether all of the requirements described above have been met, including receipt, acceptance and verification of the documentation provided by the Certified Public Accountant, and will then submit a letter to the Corporation containing a positive or negative recommendation concerning the release of the operating deficit guarantee. If the Corporation's decision is to deny the release of the operating deficit guarantee, the Board shall consider the facts and circumstances of the Applicant's request and the Corporation's denial, and make a determination of whether to grant the requested release. Notwithstanding the above, the operating deficit guarantee shall not be released earlier than three (3) years following the issuance of a final certificate of occupancy or, in the event a final certificate of occupancy is not routinely provided by the applicable jurisdiction, such other information evidencing completion of the Development which is deemed acceptable to the Corporation. An operating deficit guarantee, to be released upon achievement of 1.00x debt service coverage for a minimum of six (6) consecutive months for the combined permanent first mortgage and RRLP loan will be required for Developments receiving first mortgage funding from the United States Department of Agriculture Rural Development (RD) if RD is providing rental assistance and has acknowledged that rents will be set at an amount sufficient to pay all operating expenses, replacement reserve requirements and debt service on the RRLP loan and all superior mortgages.
- (19) Contingency reserves which total no more than 5 percent of total actual construction costs (hard costs) and total general development costs (soft costs) may be included within the Total Development Cost for Application and underwriting purposes. Contingency reserves shall not be paid from RRLP funds.

- (20) The Credit Underwriter will review and determine if the number of loans and construction commitments of the Applicant and its Principals will impede its ability to proceed with the successful development of each proposed Corporation-funded Development.
- (21) Information required by the Credit Underwriter shall be provided as follows:
- (a) The Corporation shall issue a firm loan commitment after approval of the Credit Underwriter's recommendation for funding by the Board.
  - (b) The firm loan commitment must be issued by the date of the Board of Directors meeting immediately following 12 months after the Applicant is invited to enter credit underwriting. Unless an extension is approved by the Board, failure to achieve issuance of a firm loan commitment by the specified deadline shall result in withdrawal of the preliminary commitment. Applicants may request one extension of up to six months to secure a firm loan commitment. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting the extension and shall detail the time frame to achieve a firm loan commitment. In determining whether to grant an extension, the Board shall consider the facts and circumstances of the Applicant's request, inclusive of the responsiveness of the Development team and its ability to deliver the Development timely. The Corporation shall charge a non-refundable extension fee of one percent of each loan amount if the request to extend the credit underwriting and firm loan commitment process beyond the initial deadline is approved. If an approved extension is utilized, Applicants must pay the extension fee not later than seven Calendar Days after the Board approves the extension of the original deadline. If, by the end of the extension period, the Applicant has not received a firm loan commitment, then the preliminary commitment shall be withdrawn.
- (22) If the Credit Underwriter requires additional clarifying materials in the course of the underwriting process, the Credit Underwriter shall request same from the Applicant and shall specify deadlines for the submission of same. Failure to submit required information by the specified deadline, unless a written extension of time has been approved by the Corporation, shall result in withdrawal of the preliminary commitment or the invitation to enter credit underwriting, or both, as applicable. In determining whether to grant an extension, the Corporation shall consider the facts and circumstances of the Applicant's request, inclusive of the responsiveness of the Development team and its ability to deliver the Development timely. If the Corporation's decision is to deny the Applicant's request for an extension, then prior to the withdrawal of the preliminary commitment or the invitation to enter credit underwriting, or both, as applicable, the Board shall consider the facts and circumstances of the Applicant's request, the Corporation's denial, and any credit underwriting report, if available, and make a determination of whether to grant the requested extension.
- (23) The Credit Underwriter shall complete its analysis and submit a written draft report and recommendation to the Corporation. Upon receipt, the Corporation shall provide to the Applicant the section of the written draft report consisting of supporting information and schedules. The Applicant shall review and provide written comments to the Corporation and Credit Underwriter within 48 hours of receipt. After the 48 hour period, the Corporation



shall provide to the Credit Underwriter comments on the draft report and, as applicable, on the Applicant's comments. Then, the Credit Underwriter shall review and incorporate, if deemed appropriate, the Corporation's and Applicant's comments and release the revised report to the Corporation and the Applicant. Any additional comments from the Applicant shall be received by the Corporation and the Credit Underwriter within 72 hours of receipt of the revised report. Then, the Credit Underwriter will provide a final report, which will address comments made by the Applicant, to the Corporation.

- (24) The Credit Underwriter's loan recommendations will be sent to the Board for approval.
- (25) The Corporation shall issue a firm loan commitment within seven (7) Calendar Days after approval of the Credit Underwriter's recommendation for funding by the Board.
- (26) These Corporation loans and other mortgage loans related to the Development must close by the date of the Board of Directors meeting immediately following 180 Calendar Days of the firm loan commitment(s). Unless an extension is approved by the Board, failure to close the loan(s) by the specified deadline outlined above shall result in the firm loan commitment(s) being deemed void and the funds shall be de-obligated. Applicants may request one (1) extension of the loan closing deadline outlined above for a term of up to 90 Calendar Days. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting an extension and shall detail the time frame to close the loan. The Board shall consider the facts and circumstances of each Applicant's request, inclusive of the Applicant's ability to close within the extension term and any credit underwriting report, prior to determining whether to grant the requested extension. The Corporation shall charge an extension fee of one (1) percent of each Corporation loan amount if the Board approves the request to extend the loan closing deadline beyond the applicable period outlined above. If an approved extension is utilized, Applicants must pay the extension fee not later than seven (7) Calendar Days after the Board approves the request to extend the original loan closing deadline. In the event the Corporation loan(s) does not close by the end of the extension period, the firm loan commitment(s) shall be deemed void and the funds shall be de-obligated.
- (27) Prior to any loan closing:
  - (a) The Applicant must provide evidence of all necessary consents or required signatures from first mortgagees or subordinate mortgagees to the Corporation and its counsel; and,
  - (b) The Credit Underwriter must have received all items necessary to release its letter confirming that all closing contingencies have been met, including the finalized sources and uses of funds and Draw schedule.

### **C. Miscellaneous Criteria**

- (1) A for-profit entity wholly owned by one or more qualified non-profit organizations will constitute a Non-Profit entity. The purpose of the Non-Profit must be, in part, to foster low-income housing and such purpose must be reflected in the Articles of Incorporation of the Non-Profit entity. A Non-Profit entity shall own an interest in the Development, either

directly or indirectly; shall not be affiliated with or controlled by a for-profit Corporation; and shall materially participate in the development and operation of the Development throughout the total affordability period as stated in the Land Use Restriction Agreement and the Extended Use Agreement.

- (2) Total Development Cost includes the following:
- (a) The cost of acquiring real property and any buildings thereon, including payment for options, deposits, or contracts to purchase properties, of which the total cost cannot exceed the appraised value of the real property as determined in the credit underwriting process.
  - (b) The cost of site preparation, demolition, and development.
  - (c) Any expenses relating to the issuance of tax-exempt bonds or taxable bonds related to the particular Development.
  - (d) Fees in connection with the planning, execution, and financing of the Development, such as those of architects, engineers, attorneys, accountants, Developer Fee, and the Corporation. However, fees of the Applicant's or Developer's attorney(s) awarded in conjunction with litigation against the Corporation with respect to a Development shall not be included in Total Development Cost.
  - (e) The cost of studies, surveys, plans, permits, insurance, interest, financing, tax and assessment costs, and other operating and carrying costs during construction or reconstruction of the Development.
  - (f) The cost of the construction and equipping of the Development.
  - (g) The cost of land improvements, such as landscaping and offsite improvements related to the Development, whether such costs are paid in cash, property, or services.
  - (h) Expenses in connection with initial occupancy of the Development.
  - (i) Allowances for contingency reserves and any anticipated operating reserves as recommended by the Credit Underwriter and approved by the Corporation.
  - (j) The cost of such other items, including relocation costs, indemnity and surety bonds, premiums on insurance, and fees and expenses of trustees, depositories, and paying agents for the Corporation's bonds, for the construction of the Development.
- (3) In determining the income standards of Eligible Persons for its various programs, the Corporation shall take into account the following factors:
- (a) Requirements mandated by federal law;
  - (b) Variations in circumstances in the different areas of the state;

- (c) Whether the determination is for rental housing; and
  - (d) The need for family size adjustments to accomplish the purposes set forth in this RFA.
- (4) Financial Beneficiary and Affiliate, as defined in Rule Chapter 67-21, F.A.C., do not include third-party lenders, third-party management agents or companies, third-party service providers, Housing Credit Syndicators, credit enhancers regulated by a state or federal agency, or contractors whose total fees are within the limit described in Part B above.
- (5) For computing any period of time allowed by this RFA, the day of the event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday.
- (6) The Corporation must approve, pursuant to rule chapter 67-53, F.A.C., the Applicant's selection of a management company prior to such company assuming responsibility for the Development. The owner of a Development must notify the Corporation of an intended change in the management company prior to such company assuming responsibility for the Development. A key management company representative must attend a Corporation-sponsored training workshop on certification and compliance procedures prior to the leasing of any units in the Development.
- (7) Disclosure of the Principals of the Applicant must comply with the following:
- (a) The Applicant must disclose all of the Principals of the Applicant (first principal disclosure level). For Applicants seeking Housing Credits, the Housing Credit Syndicator/Housing Credit investor need only be disclosed at the first principal disclosure level and no other disclosure is required;
  - (b) The Applicant must disclose all of the Principals of all the entities identified in paragraph (a) above (second principal disclosure level);
  - (c) The Applicant must disclose all of the Principals of all of the entities identified in paragraph (b) above (third principal disclosure level). Unless the entity is a trust, all of the Principals must be natural persons; and
  - (d) If any of the entities identified in (c) above are a trust, the Applicant must disclose all of the Principals of the trust (fourth principal disclosure level), all of whom must be natural persons.
- (8) Disclosure of the Principals of each Developer must comply with the following:
- (a) The Applicant must disclose all of the Principals of the Developer (first principal disclosure level); and

- (b) The Applicant must disclose all of the Principals of all the entities identified in paragraph (a) above (second principal disclosure level).

**D. Programs Requirements and Terms and Conditions of the RRLP Loan**

- (1) An Applicant is not eligible to apply for RRLP funding if any of the following pertain:
  - (a) Construction or construction-permanent financing of the costs associated with construction of the Development, including tax-exempt bonds or conventional financing with conversion clauses, has closed or will close prior to the date of the preliminary commitment for the RRLP funding.
  - (b) The proposed Development has received an allocation of Housing Credits or a Competitive Housing Credit commitment, unless written notice has been provided to the Corporation prior to the deadline to apply for the RRLP funding withdrawing acceptance of such allocation or commitment and returning the previously awarded HC funding.
  - (c) A preliminary commitment of funding for the proposed Development through the SAIL Program or the HOME Program has already been accepted, unless written notice has been provided to the Corporation prior to the deadline to apply for the RRLP funding withdrawing such acceptance and returning the prior SAIL Program or HOME Program funding.
  - (d) The proposed Development site or any part thereof is subject to any Land Use Restriction Agreement or Extended Use Agreement, or both, in conjunction with any Corporation affordable housing financing intended to foster the development or maintenance of affordable housing, unless the LURA was recorded in conjunction with the Predevelopment Loan Program.
- (2) The RRLP funds shall be used for the construction of affordable, safe and sanitary multifamily rental housing units.
- (3) The RRLP loan may be in a first, second, or other subordinated lien position. For purposes of this RFA, mortgages securing a letter of credit as credit enhancement for the bonds financing the first mortgage shall be considered a contingent liability and part of the first mortgage lien, provided that the Applicant's counsel furnishes an opinion regarding the contingent nature of such mortgage satisfactory to the Corporation and its counsel.
- (4) The RRLP Minimum Set-Aside Requirements are:
  - (a) At least 10 percent of the total units must be held for ELI Households for a period of 15 years. Following the 15-year ELI affordability period, the ELI Set-Aside Units will then convert to serve families at or below 60 percent of the area median income; and
  - (b) At least 70 percent of the total units must be set aside for residents with an annual household income at or below 60 percent of the area median income.

The set-aside requirements apply to the total number of residential units in the

Development beginning on the later of the first day on which any residential unit in the Development is occupied or the RRLP loan closing date. For a period of 12 months beginning on the RRLP loan closing date (the “transition period”), the failure to satisfy the set-aside requirements shall not cause noncompliance.

- (5) The RRLP Loan shall be non-amortizing and shall have interest rates as follows:
- (a) 0 percent simple interest per annum on the pro-rata portion of the base loan attributable to ELI units over the life of the loan;
  - (b) 1 percent simple interest per annum on the pro-rata portion of the base loan attributable non-ELI units; and
  - (c) The ELI Loan funding principal amount is 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.
- (6) Payment on the loans shall be based upon the Development Cash Flow, as determined pursuant to the financial reporting requirements as provided in this RFA, or shall be due annually as determined by the Corporation’s Board of Directors. Such determination by the Board shall be based upon a written recommendation by the Credit Underwriter which has considered the economic and financial viability of the Development as well as the protection of the Corporation’s repayment of principal and interest. Any distribution or payment to the Principal(s) of the Applicant or Developer or any Affiliate of the Principal of the Applicant or Developer or any Affiliate of the Applicant or Developer, whether paid directly or indirectly, which was not expressly disclosed in determining the annual debt service coverage in the Board approved final credit underwriting report, with the exception of payment of the Developer Fee allowable to maximum of 20 percent per year, will be added back to the amount of cash available for the RRLP loan interest payment, pursuant to the financial reporting process, for the purpose of determining interest due. Interest may be deferred as set forth in (9) below, without constituting a default on the loan.
- (7) The loans described in (4) above, shall be repaid from Development Cash Flow, and if the RRLP loan is not a first mortgage loan, each year, subject to the provisions of (9) below, Development Cash Flow shall be applied to pay the following items in order of priority:
- (a) All superior mortgage fees and debt service as calculated and disclosed in the Board approved final credit underwriting report;
  - (b) Development Expenses for the RRLP Development, plus up to 20 percent of total Developer Fees per year;
  - (c) Interest payment on RRLP loan balance;
  - (d) Interest payments on the RRLP loan deferred from previous years; and
  - (e) Mandatory payment on subordinate mortgages.

After the full RRLP loan interest has been paid, the Applicant shall retain all remaining monies, unless the Applicant chooses to prepay a portion of the loan balance.

(8) If the RRLP loan is secured by a first mortgage lien, each year, subject to the provisions (9) below, Development Cash Flow shall be applied to pay the following items in order of priority:

- (a) First mortgage fees and interest payment on the RRLP loan;
- (b) Development Expenses on the RRLP Loan plus up to 20 percent of total Developer Fees per year;
- (c) Interest payments on the RRLP loan deferred from previous years; and
- (d) Mandatory payment on subordinate mortgages.

After the full RRLP loan interest has been paid, the Applicant shall retain all remaining monies, unless the Applicant chooses to prepay a portion of the loan balance.

(9) The determination of lien position, determination of Development Cash Flow, determination of payment priorities, and payment of interest on RRLP loans shall occur annually. A change in lien position from subordinate to first changes payment priorities. Any payments of accrued and unpaid interest due annually on RRLP loans shall be deferred to the extent that Development Cash Flow is insufficient to make said payments pursuant to the payment priority schedule established in this RFA. If Development Cash Flow is under-reported and such report causes a deferral of RRLP interest, such under-reporting shall constitute an event of default on the RRLP loan. A penalty of 5 percent of any required payment shall be assessed.

(a) By the date that is 151 Calendar Days after the Applicant's fiscal year end of each year of the RRLP loan term, the Applicant shall provide the Corporation's servicer with audited financial statements and a certification detailing the information needed to determine the annual payment to be made. However, this certification requirement will be waived until 151 Calendar Days after the Applicant's fiscal year end following the fiscal year within which the first unit is occupied. In the case where the RRLP Development contained occupied units at the time of acquisition, the initial submission will be due following the fiscal year within which the 12 month anniversary of the RRLP loan closing is observed. The certification shall require submission of audited financial statements, the fully completed and executed annual reporting form, Financial Reporting Form SR-1, (Rev. 01-23), and any other financial reporting requirements as provided in the RFA. The Form SR-1, which is available from the Corporation Website, shall be submitted to the Corporation's servicer in both PDF format and in electronic form as a Microsoft Excel spreadsheet. The audited financial statements are to be prepared in accordance with accounting principles generally accepted in the United States of America and audited in accordance with auditing standards generally accepted in the United States of America for the 12 month fiscal year period just ended and shall include:

- 1. Comparative Balance Sheet with prior year and current year balances,
- 2. Statement of revenue and expenses,
- 3. Statement of changes in fund balances or equity,

4. Statement of cash flows; and,
5. Notes to financial statements.

The financial statements referenced above should also be accompanied by a certification of the Applicant as to the accuracy of such financial statements. A late fee of \$500 will be assessed by the Corporation for failure to submit the required audited financial statements and certification by 151 Calendar Days after the Applicant's fiscal year end of each year of the RRLP loan term. If the Applicant has not submitted the required audited financial statements, the Corporation servicer shall deem the Development Cash Flow sufficient and issue a billing for interest due on the RRLP loan for the Applicant's immediately preceding fiscal year by 212 Calendar Days after the Applicant's fiscal year end. After receipt of the audited financial statements, the Corporation servicer shall issue revised billing, if necessary. Failure to submit the required audited financial statements and certification by 151 Calendar Days after the Applicant's fiscal year end of each year of the RRLP loan term shall constitute an event of default on the RRLP loan. The Applicant shall furnish to the Corporation or its servicer, unaudited statements, certified by the Applicant's principal financial or accounting officer, covering such financial matters as the Corporation or its servicer may reasonably request, including without limitation, monthly statements with respect to the Development.

- (b) The Corporation servicer shall issue a billing for interest due on the RRLP loan for the Applicant's immediately preceding fiscal year by 212 Calendar Days after the Applicant's fiscal year end of each year of the RRLP loan term.
  - (c) The Applicant shall remit the interest due to the Corporation servicer no later than RRLP interest will be due no later than 243 Calendar Days after the Applicant's fiscal year end following the fiscal year within which the first unit is occupied. The first payment of interest shall include all interest for the period which begins accruing on the date of the first Draw and ends on the date of the Applicant's fiscal year end of the fiscal year during which the first unit is occupied.
- (10) After maturity or acceleration, the Note shall bear interest at its default interest rate, as provided therein, from the due date until paid. Unless the Corporation has accelerated the RRLP loan, the Applicant shall pay the Corporation a late charge of 5 percent of any required payment that is not received by the Corporation within 15 days of the due date.
  - (11) The final billing for the purpose of payoff of the RRLP loan shall also include a billing for compliance fees to cover monitoring of RRLP Program requirements beyond the maturity date of the Note. Such fees shall be computed by determining the present value of the annual compliance monitoring fee for the number of years for which the Development will have a set-aside for Very Low-Income persons or households beyond the repayment date. The applicable present value discount rate shall be 5.50% per annum. Such amount shall be reduced by the amount of any compliance monitoring fees for other programs collected by the Corporation for the Development for the period, provided:
    - (a) The compliance monitoring fee covers some or all of the period following the anticipated RRLP loan repayment date; and

- (b) The Development has substantially equivalent set-asides for Very Low-Income persons or households mandated through another Corporation program for which the compliance monitoring fee was collected.
- (12) The RRLP loans shall be serviced either directly by the Corporation or by the servicer on behalf of the Corporation.
- (13) The Corporation shall monitor compliance of all terms and conditions of the RRLP 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 RRLP loan shall constitute a default during the term of the RRLP loan. The Corporation shall take appropriate legal action to effect compliance if a violation of any material term or condition relative to the set-asides of units for Very Low-Income persons or households is discovered during the course of compliance monitoring or by any other means.
- (14) The Corporation shall require adequate insurance to be maintained on the Development as determined by the first mortgage lender, the Corporation, or the Corporation's servicer, but which shall, in any case, include fire, hazard and other insurance as required by the terms and conditions outlined in the RFA.
- (15) The RRLP loan term shall be for a period of not more than 15 years commensurate with the investment requirements associated with the Housing Credit syndication. The term of the loan may also exceed 15 years if the lien of the Corporation's encumbrance is subordinate to the lien of another mortgagee, in which case the term may be made coterminous with the longest term of the superior loan.
- (16) Upon maturity of the RRLP loan, the Corporation may renegotiate and extend the loan in order to extend the availability of housing for the target population. Such extension shall be based upon:
  - (a) Performance of the Applicant during the RRLP loan term;
  - (b) Availability of similar housing stock for the target population in the area;
  - (c) Documentation and certification by the Applicant that funds are not available to repay the Note upon maturity;
  - (d) A plan for the repayment of the loan at the new maturity date; and
  - (e) Assurance that the security interest of the Corporation will not be jeopardized by the extension.
- (17) After accepting a preliminary commitment, the Applicant shall not refinance, increase the principal amount, or alter any terms or conditions of any mortgage superior or inferior to the RRLP mortgage without prior approval of the Corporation's Board of Directors. However, an Applicant may reduce the interest rate on any superior or inferior mortgage loan without the Board's permission, provided that no other terms of the loan are changed. The Corporation must be notified of any such change.



- (a) The Corporation will recommend the Board approve requests for mortgage loan refinancing only if Development Cash Flow is improved, the Development's economic viability is maintained, the security interest of the Corporation is not adversely affected, and the Credit Underwriter provides a positive recommendation.
  - (b) The Corporation will recommend the Board deny requests to increase the amount of any superior mortgage, unless the criteria outlined in this RFA are met, the original combined loan to value ratio for the superior mortgage and the RRLP mortgages is maintained or improved, and a proportionate amount of the increase in the superior mortgage is used to reduce the outstanding RRLP base loan balance. To calculate the proportionate amount of the increase in the superior mortgage which must be paid toward the reduction of the RRLP loan balance, the following calculation shall be used: divide the amount of the original RRLP mortgage by the combined amount of the original RRLP mortgage and the original superior mortgage; then multiply the quotient by the amount of the increase in the superior mortgage from the current balance.
- (18) All RRLP loans shall be in conformance with applicable federal and state statutes. The Corporation shall allow units dedicated to occupancy by the Elderly in a Development designed for occupancy by elderly households pursuant to authorization by HUD under the Fair Housing Amendments of 1988 as implemented by 24 CFR Part 100.
- (19) Rent controls are determined in a manner consistent with Section 42(g)(2) of the IRC. The gross monthly rent shall not exceed 30 percent of the imputed income limitation applicable to such unit as committed to by the Applicant in its Application.
- (20) The documents creating, evidencing or securing each RRLP loan must provide that any violation of the terms and conditions described in this RFA constitutes a default under the RRLP loan documents allowing the Corporation to accelerate its loan and to seek foreclosure as well as any other remedies legally available to it.
- (21) A failure to pay any principal or interest due under the terms of this section shall constitute a default on the RRLP loan.
- (22) If, after a four-month rent-up period commencing after issuance of the last certificate of occupancy on the units, an Applicant is unable to meet the agreed-upon demographic commitment for Elderly, the Applicant may request to rent such units to Very Low-Income persons or households without demographic restriction.
  - (a) The written request must provide documentation of marketing efforts implemented over the past four-month period which demonstrate the inclusion of sources of potential residents, advertising to be used, other means of encouraging residents to rent at the Development, and priority to the original targeted group of residents. If the Corporation determines that prior marketing efforts were insufficient, a revised plan which is satisfactory to the Corporation must be submitted and implemented for a four-month period prior to reconsideration.
  - (b) The Corporation will recommend that the Board require that Applicants provide additional amenities or resident programs suitable for the proposed resident population.

- (c) The Corporation will recommend that the Board require that Applicants to modify loan documents to conform to the terms and conditions, including the interest rate, as outlined in the RFA, or to accelerate payments of RRLP loan principal or interest.
- (23) Failure to provide the Corporation and its servicer with any financial reporting required in the RFA detailing the information needed to determine the annual payment to be made pursuant to this RFA shall constitute a default on the RRLP loan.
- (24) The Compliance Period for a RRLP Development shall be, at a minimum, a period of time equal to the greater of:
  - (a) The term of the loan,
  - (b) 12 years from the date the first residential unit is occupied, or
  - (c) Such longer period agreed to by the Applicant in the Application.

The set-aside requirements apply to the total number of residential units in the Development beginning on the later of the first day on which any residential unit in the Development is occupied or the RRLP loan closing date. For a period of 12 months beginning on the RRLP loan closing date (the “transition period”), the failure to satisfy the set-aside requirements shall not cause noncompliance.

- (25) Unless and until a guarantor’s obligations for a RRLP loan are terminated as approved in writing by the Corporation or its servicer, each guarantor shall furnish to the Corporation or its servicer financial statements as provided in paragraphs (a) through (c), below, as the Corporation or its servicer may reasonably request.
  - (a) The audited financial statements are to be prepared in accordance with accounting principles generally accepted in the United States of America and audited in accordance with auditing standards generally accepted in the United States of America for the 12 month fiscal year period just ended and shall include:
    1. Comparative Balance Sheet with prior year and current year balances,
    2. Statement of revenue and expenses,
    3. Statement of changes in fund balances or equity,
    4. Statement of cash flows; and,
    5. Notes to financial statements.

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

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

**E. Sale or Transfer of a RRLP Development**

- (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 RRLP loan 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 loan;
  - (b) The proposed transferee agrees to maintain all set-asides and other requirements of the RRLP loan 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 of one-tenth of one percent of the RRLP loan principal amount.

- (3) If the RRLP loan is not assumed since the buyer does not meet the criteria for assumption of the RRLP loan, the RRLP loan (principal and any outstanding interest) shall be repaid from the proceeds of the sale in the following order of priority:
  - (a) First mortgage debt service, first mortgage fees;
  - (b) RRLP compliance and loan servicing fees;
  - (c) An amount equal to the present value of the compliance monitoring fee for the periods for which the Development will have a set-aside for Very Low-Income persons or households beyond the repayment date. Such amount shall be reduced by the amount of any compliance monitoring fees collected by the Corporation for the Development for that period, provided:
    1. The compliance monitoring fee covers some or all of the period following the anticipated RRLP repayment date; and,
    2. The Development has substantially equivalent set-asides for Very Low-Income persons or households mandated through another program of the Corporation for which the compliance monitoring fee was collected.
  - (d) Unpaid principal balance of the RRLP loan;
  - (e) Any interest due on the RRLP loan;
  - (f) Expenses of the sale;

- (g) If there will be insufficient funds available from the proposed sale of the Development to satisfy paragraphs (3)(a)-(f), above, the RRLP loan 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 that the Development Cash Flow reported to the Corporation during the term of the RRLP loan was true and accurate,
  3. A certification from the Applicant that there are no Development funds available to repay the RRLP loan, including any interest due, and the Applicant knows of no source from which funds could or would be forthcoming to pay the RRLP loan; and,
  4. A certification from the Applicant detailing the information needed to determine the final billing for RRLP loan interest. Such certification shall require submission of financial statements and other documents that may be required by the Corporation and its servicer.
- (4) The Corporation may renegotiate and extend the loan in order to extend or retain the availability of housing for the target population. Such renegotiations shall be based upon:
- (a) Performance of the Applicant during the RRLP loan term;
  - (b) Availability of similar housing stock for the target population in the area;
  - (c) Documentation and certification by the Applicant that funds are not available to repay the Note upon maturity;
  - (d) A plan for the repayment of the loan at the new maturity date;
  - (e) Assurance that the security interest of the Corporation will not be jeopardized by the new term(s); and,
  - (f) Industry standard terms which may include amortizing loans requiring regularly scheduled payments of principal and interest.

All loan renegotiation requests must be submitted in writing to the Director of Special Assets and contain the specific details of the renegotiation. In addition to any related professional fees, the Corporation shall charge a non-refundable renegotiation fee of one-half of one percent of the RRLP loan principal amount. All loan extension requests must be submitted in writing to the Director of Special Assets and contain the specific details of the extension. In addition to any related professional fees, the Corporation shall charge a non-refundable extension fee of one-tenth of one percent of the RRLP

loan principal amount.

- (5) The Corporation will recommend that the Board approve requests for mortgage loan refinancing only if Development Cash Flow is improved, the Development's economic viability is maintained, the security interest of the Corporation is not adversely affected, and the Credit Underwriter provides a positive recommendation.
- (6) The Corporation will recommend that the Board deny any requests for mortgage loan refinancing which require extension of the RRLP loan term or otherwise adversely affect the security interest of the Corporation, unless the criteria outlined in (5) above are met, the Credit Underwriter recommends that the approval of such a request is crucial to the economic survival of the Development, or unless the Board determines that public policy will be better served by the extension as a result of the Applicant agreeing to further extend the Compliance Period or provide additional amenities or resident programs suitable for the resident population. Further, the Corporation will recommend that the Board limit any approved extension to a minimum term which makes the Development feasible and which does not exceed an industry standard term.

The Corporation will recommend that the Board deny any requests to increase the amount of any superior mortgage, unless the criteria outlined in D.(17) above are met, the original combined loan to value ratio for the superior mortgage and the RRLP mortgage is maintained or improved, and a proportionate amount of the increase in the superior mortgage is used to reduce the outstanding RRLP loan balance.

All requests which only require subordination of the regulatory agreements must be submitted in writing to the Director of Special Assets and contain the specific details of the subordination. In addition to any related professional fees, the Corporation shall charge a non-refundable subordination fee of \$1,000 for each regulatory agreement to be subordinated.

All requests which only require extension of the affordability period under the regulatory agreements must be submitted in writing to the Director of Special Assets and contain the specific details of the extension. In addition to any related professional fees, the Corporation shall charge a non-refundable extension fee of \$1,000 for each extension of the regulatory agreement.

#### **F. RRLP Construction Disbursements and Permanent Loan Servicing**

- (1) RRLP loan proceeds shall be disbursed during the construction phase in an amount per Draw which does not exceed the ratio of the RRLP loan to the Total Development Cost, unless approved by the Corporation and 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.
- (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 RRLP loan agreement.

## **Exhibit I – Credit Underwriting Procedures for the HOME-ARP Forgivable Loan**

The applicable RRLP credit underwriting, program requirements and loan terms and conditions are outlined in Exhibit H.

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

### **1. Credit Underwriting Procedures for the HOME-ARP Loan**

- a. The invitation to enter credit underwriting constitutes a preliminary commitment for the HOME-ARP Loan.
- b. The credit underwriting for the HOME-ARP Loan will be accomplished along with the credit underwriting for the RRLP Loan and ELI Loan. The Credit Underwriter may request additional information at any time during the credit underwriting process for the HOME-ARP Loan.
- c. The Credit Underwriter's loan recommendations for the HOME-ARP Loan will be sent to the Board for approval at the time the RRLP Loan and ELI Loan recommendation(s) are sent.
- d. The firm loan commitment must be issued by the date of the Board of Directors meeting immediately following 12 months after the Applicant is invited to enter credit underwriting. Unless an extension is approved by the Board, failure to achieve issuance of a firm loan commitment by the specified deadline shall result in withdrawal of the preliminary commitment. Applicants may request one extension of up to six months to secure a firm loan commitment. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting the extension and shall detail the time frame to achieve a firm loan commitment. In determining whether to grant an extension, the Board shall consider the facts and circumstances of the Applicant's request, inclusive of the responsiveness of the Development team and its ability to deliver the Development timely. The Corporation shall charge a non-refundable extension fee of one percent of each loan amount if the request to extend the credit underwriting and firm loan commitment process beyond the initial deadline is approved. If an approved extension is utilized, Applicants must pay the extension fee not later than seven Calendar Days after the Board approves the extension of the original deadline. If, by the end of the extension period, the Applicant has not received a firm loan commitment, then the preliminary commitment shall be withdrawn.
- e. These Corporation loans and other mortgage loans related to the Development must close by the date of the Board of Directors meeting immediately following 180 Calendar Days of the firm loan commitment(s). Unless an extension is approved by the Board, failure to close the loan(s) by the specified deadline outlined above shall result in the firm loan commitment(s) being deemed void and the funds shall be de-obligated. Applicants may request one (1) extension of the loan closing deadline outlined above for a term of up to 90 Calendar Days. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting an extension and shall detail

the time frame to close the loan. The Board shall consider the facts and circumstances of each Applicant's request, inclusive of the Applicant's ability to close within the extension term and any credit underwriting report, prior to determining whether to grant the requested extension. The Corporation shall charge an extension fee of one (1) percent of each Corporation loan amount if the Board approves the request to extend the loan closing deadline beyond the applicable period outlined above. If an approved extension is utilized, Applicants must pay the extension fee not later than seven (7) Calendar Days after the Board approves the request to extend the original loan closing deadline. In the event the Corporation loan(s) does not close by the end of the extension period, the firm loan commitment(s) shall be deemed void and the funds shall be de-obligated.

## **2. Terms and Conditions of the HOME-ARP Loan**

HOME-ARP 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 HOME-ARP Loan shall be as follows:
  - (1) The HOME-ARP Loan may be in a first, second, or other subordinated lien position;
  - (2) The HOME-ARP 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 HOME-ARP Loan, with the principal forgivable at maturity provided the units for which the HOME-ARP Loan amount is awarded are targeted as 22% Units for the first 30 years of the Compliance Period. The minimum term of the HOME-ARP Loan is 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 HOME-ARP 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 22% 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 HOME-ARP Loan is issued shall be restricted at the level applicable for federal Housing Credits;
  - (7) The documents creating, evidencing or securing each HOME-ARP Loan must provide that any violation of the terms and conditions described in this Exhibit to the RFA constitutes a default under the HOME-ARP 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 22% Units. After 30 years, all of the 22% 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 HOME-ARP 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 HOME-ARP 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. HOME-ARP Loan construction disbursements and permanent loan servicing shall be based on the following:
- (1) HOME-ARP Loan proceeds shall be disbursed during the construction phase in an amount per Draw which does not exceed the ratio of the HOME-ARP 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 HOME-ARP Loan Agreement.

### **3. Additional 22% 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 HOME-ARP 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 22% 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) Federal Labor Requirements (Davis-Bacon)

Owners of a building or buildings which consist of 12 or more HOME-Assisted Units which are to be constructed or redeveloped by the same contractor under a single contract (including Scattered Site Developments) must comply with the Federal Labor Standards requirements as identified in 24 CFR Part 92 and Rule Chapter 67-48, F.A.C.

Federal Labor Standards require that all persons working on the site be paid an hourly rate not less than the minimum rate specified in the Wage Determination issued by HUD for each particular property. The owner will be required to submit to the Corporation, or its representative servicer, payroll reports and certifications to verify wage payments. Conformance with Labor Standards will be monitored during the construction/redevelopment period in conjunction with the draw inspections by the consulting engineer/architect engaged by the underwriter/servicer. If the Development contains 12 or more HOME-Assisted Units to be redeveloped or constructed under a single contract, the Corporation

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

(2) HUD Environmental Requirements

All Applicants awarded HOME-ARP funds will be required to comply with the HUD environmental requirements as provided in 24 CFR Part 92 and 24 CFR Part 58.

(3) Debarment and Suspension

Owners and contractors are prohibited from employing, awarding contracts, or funding any contractors or subcontractors that have been debarred, suspended, proposed for debarment or placed on ineligibility status by HUD. In addition, any owners who are debarred, suspended, proposed for debarment, or ineligible will be 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\*.

(4) Lead Based Paint

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

(5) Section 3

The Section 3 program requires recipients of HUD funding to direct employment, training, and contracting opportunities to low-income individuals and the businesses that employ these persons within their community. Section 3 is a provision of the HUD Act of 1968 and is found at 12 U.S.C. 1701u. The regulations are found at 24 CFR Part 75.

Applicants are to ensure “to the greatest extent feasible,” when certain HUD funds are used to assist housing and community development projects, preference for construction-related training, jobs, and contracting opportunities go to low- and very-low income people and to businesses that are owned by low- and very-low income persons or businesses that hire them.

(6) 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.

(7) 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.

## HOME-ARP Qualifying Populations

### From Part IV, A. of HUD Notice: CPD-21-10 Requirements for the Use of Funds in the HOME-American Rescue Plan Program

#### 1. Homeless, as defined in 24 CFR 91.5 Homeless (1), (2), or (3):

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) An individual or family with 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, including a car, park, abandoned building, bus or train station, airport, or camping ground; (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that: (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; and (iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing;

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a); (ii) Have not had a lease, ownership

interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance; (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment;

## **2. At risk of Homelessness, as defined in 24 CFR 91.5 At risk of homelessness:**

(1) An individual or family who: (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD; (ii) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “Homeless” definition in this section; and (iii) Meets one of the following conditions: (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; (B) Is living in the home of another because of economic hardship; (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals; (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau; (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

(2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(l) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(l)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

(3) A child or youth who does not qualify as “homeless” under this section but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

**3. Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD.** For HOME-ARP, this population includes any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This population includes cases where an individual or family reasonably believes that there is a threat of imminent harm from further violence due to dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family

afraid to return or remain within the same dwelling unit. In the case of sexual assault, this also includes cases where an individual reasonably believes there is a threat of imminent harm from further violence if the individual remains within the same dwelling unit that the individual is currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer.

Domestic violence, which is defined in 24 CFR 5.2003 includes felony or misdemeanor crimes of violence committed by: 1) A current or former spouse or intimate partner of the victim (the term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship); 2) A person with whom the victim shares a child in common; 3) A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner; 4) A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving HOME-ARP funds; or 5) Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating violence which is defined in 24 CFR 5.2003 means violence committed by a person: 1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and 2) Where the existence of such a relationship shall be determined based on a consideration of the following factors: a. The length of the relationship; b. The type of relationship; and c. The frequency of interaction between the persons involved in the relationship.

Sexual assault which is defined in 24 CFR 5.2003 means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

Stalking which is defined in 24 CFR 5.2003 means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: 1) Fear for the person's individual safety or the safety of others; or 2) Suffer substantial emotional distress.

Human Trafficking includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102). These are defined as: 1) Sex trafficking means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or 2) Labor trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

**4. Other Populations** where providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability. HUD defines these populations as individuals and households who do not qualify under any of the populations above but meet one of the following criteria:

(1) Other Families Requiring Services or Housing Assistance to Prevent Homelessness is defined as households (i.e., individuals and families) who have previously been qualified as “homeless” as defined in 24 CFR 91.5, are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the

household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness.

(2) At Greatest Risk of Housing Instability is defined as household who meets either paragraph (i) or (ii) below: (i) has annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs); (ii) has annual income that is less than or equal to 50% of the area median income, as determined by HUD, AND meets one of the following conditions from paragraph (iii) of the "At risk of homelessness" definition established at 24 CFR 91.5: (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; (B) Is living in the home of another because of economic hardship; (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals; (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau; (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan

Veterans and Families that include a Veteran Family Member that meet the criteria for one of the qualifying populations described above are eligible to receive HOME-ARP assistance.