

# **CONSTRUCTION INFLATION RESPONSE VIABILITY FUNDING**

**Issued By:**

**FLORIDA HOUSING FINANCE CORPORATION**

**Issue Date: May 1, 2023**

**Due Date: May 17, 2023**

## **SECTION ONE INTRODUCTION**

Florida Housing Finance Corporation (the Corporation) is offering funding to assist competitive projects in the development pipeline experiencing cost increases related to market inflation. Viability Loan funding is intended to fill the funding gap experienced due to increased construction costs. Viability Loan funding is not intended to support operating expenses or enhance cash flow.

**A. \$164,300,000 in New Construction Funding**

On March 29, 2023, Governor Ron DeSantis signed Senate Bill (SB) 102, the Live Local Act, representing the largest investment for housing efforts in state history. This legislation invests a record \$711,000,000 for housing projects and assistance through the Corporation to create or build upon housing programs. This includes \$100,000,000 for the Corporation to implement a Viability Loan program to alleviate inflation-related cost increases.

Additionally, the Corporation is including \$64,300,000 Program Income funding.

This funding is specific to Developments that qualify as New Construction Developments.

**B. \$4,300,000 in Rehabilitation Funding**

The Corporation is including \$4,300,000 in Program Income Funding to implement a Viability Loan program to alleviate inflation-related cost increases.

This funding is specific to Developments that qualify as Rehabilitation Developments.

A description of the process, commitments associated with each funding source, and the required forms are described below.

The Corporation has made efforts to maintain the viability of projects in the development pipeline and continues to believe it is beneficial to deliver much-needed affordable housing units in communities in a timely manner. In recognition of recent increases in construction costs, the Corporation expects to make additional funding available to Developments with an Active Award that can demonstrate verifiable cost increases, subject to sizing parameters listed in Exhibit C.

Applicants will be held to the terms and conditions of the RFA under which the Active Award was made and the applicable rule chapter in effect at the time of the Original Application.

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. In addition, Applicants will be held to all terms and conditions of the RFA under which the Active Award was made.

## **SECTION TWO DEFINITIONS**

Capitalized terms within this RFA shall have the meaning as set forth in this RFA, in Exhibit B, Rule Chapters 67-21, F.A.C., 67-48, F.A.C. and 67-60, F.A.C., (effective as of the Application Deadline of the Original Application) 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/2023/2023-211> (also available by clicking [here](#)).

A. Submission Requirements

1. Application Deadline

The Application Deadline is **3:00 p.m., Eastern Time, on May 17, 2023.**

2. Completing the Application Package

- a. Downloading and completing the Application/Development Cost Pro Forma (Exhibit A of the RFA).

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

- b. Upload Attachment 1

In addition to the document described in a. above, the Application Package also includes the applicable Attachment described as "Attachment 1" in question 4 of the RFA ("All Attachments Document").

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 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 the two 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 \$500 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: Finance and Accounting  
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\_2023-211\_Questions@floridahousing.org (also accessible by clicking [here](#)) with “Questions regarding RFA 2023-211” as the subject of the email. All inquiries are due by 5:00 p.m., Eastern Time, on May 8, 2023. Phone calls or written inquiries other than at the above e-mail address will not be accepted. The Corporation expects to respond to all inquiries by 5:00 p.m., Eastern Time, on May 10, 2023, and 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 67-21, F.A.C., 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 or rehabilitation work.

**A. Exhibit A Items**

Applicants will continue to be held to the terms and conditions of the RFA under which the Active Award was made and the applicable rule chapter in effect at the time of the Original Application.

Applicants that are awarded funding through this RFA must meet the following requirements:

- The Credit Underwriting Report will be completed or updated as applicable prior to March 31, 2024;
- All credit underwriting report due diligence items must be submitted to the assigned credit underwriter by January 31, 2024; and
- The Applicant must close on the Viability Loan Funding as follows: (i) simultaneously with the Active Award funding if the Active Award consists of SAIL, HOME, or Corporation-issued MMRB financing that has not closed prior to the issuance of the preliminary award for this RFA; or (ii) within 180 Calendar Days of the firm loan commitment if the Active Award consists of 9% Housing Credits only or if the Active Award consists of SAIL, HOME, or Corporation-issued MMRB financing that has closed prior to the issuance of the preliminary award for this RFA, as further outlined in Exhibit D.

To be eligible to apply in this RFA, the Application must meet the following conditions prior to Application Deadline:

- A verifiable financing gap must exist with a deferred Developer Fee of at least 50 percent without the additional Viability Loan Funding. During credit underwriting, the Viability Loan Funding will be sized assuming a deferred Developer Fee of at least 30 percent, as further outlined in Exhibit C;
- The Applicant accepted an invitation to enter credit underwriting during the period of time of July 1, 2020, through June 30, 2022 for funding issued by the Corporation;
- The Active Award was not awarded additional funding through the 2022 Construction Housing Inflation Response Program (CHIRP) Invitation to Participate (ITP) unless the 2022 CHIRP ITP award was returned or rescinded prior to December 29, 2022;
- As of April 28, 2023, the Applicant of the Active Award does not have an active Notice of Commencement filed with the appropriate local jurisdiction;
- The Applicant of the Active Award has not, prior to the submission of the Application in this RFA, returned the allocation for the Active Award to the Corporation.

The Applications eligible to apply in this RFA are provided on the Applications Eligible to Apply for Viability Loan Funding through RFA \_\_\_\_\_, effective April \_\_\_\_, 2023, which is available on the RFA Webpage.

**B. Required Information**

1. Select the name of the Development with the Active Award in Exhibit A.

With this selection, the following information will populate within Exhibit A:

- a. RFA number of the RFA in which the Active Award was made
  - b. Application number assigned to the Active Award
  - c. County of the proposed Development
  - d. Demographic Commitment
  - e. Name of Applicant
  - f. Whether Applicant qualified as a Self-Sourced Applicant
  - g. Authorized Principal Representative
  - h. Operational Contact
  - i. Development Category
  - j. Number of units
  - k. Award amounts of Active Award
2. Self-Sourced Application
    - a. State whether the Original Application qualified as a Self-Sourced Application funded in RFA 2020-205 or RFA 2021-205.
    - b. If the Original Application qualified as a Self-Sourced Application funded in RFA 2020-205 or RFA 2021-205, to be eligible in this RFA, the Self-Sourced Applicant must knowingly, voluntarily and irrevocably commit to waive the option to convert the Development to market rate, 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.

This commitment is included within the Applicant Certification and Acknowledgment.



### 3. Request Amount

The loan shall be non-amortizing and shall have an interest rate of 1 percent per annum. The terms and conditions of the loan are further outlined in Exhibit D of this RFA.

- a. If the proposed Development consists of less than 175 total units OR the Applicant's only other Corporation funding is non-competitive funds (i.e., non-competitive housing credits with or without Corporation-Issued MMRB), the request amount is limited to the lesser of (i) \$4,300,000 per Development or (ii) \$125,000 per unit.
- b. If the proposed Development consists of 175 or more total units AND the Applicant's other Corporation funding is not limited to only non-competitive funds (i.e., non-competitive housing credits with or without Corporation-Issued MMRB), the request amount is limited to the lesser of (i) \$38,000 per unit, or (ii) a total Corporation loan award of \$15,000,000 (i.e. the Viability Award cannot exceed \$15,000,000 minus the Active Award amounts for SAIL, ELI, and NHTF).

Sizing in credit underwriting will follow the parameters in Exhibit C and may be reduced further.

- c. Documentation for all sources of non-Corporation funding

Documentation from both the construction and the permanent lender(s), equity proposals from the syndicator, and other sources of funding will be required to be submitted within seven days of the issuance of the notice of preliminary award and must be dated within 30 days of when it is received.

- d. Development Category Funding

Funding is awarded based on the Development Category

- (1) New Construction Development Qualifications

The Original Application must have selected the Development Category of New Construction.

- (2) Rehabilitation Development Qualifications

To qualify as a Rehabilitation Development, the proposed Development must meet all of the following:

- The Original Application must have selected the Development Category of Preservation or Rehabilitation (with or without Acquisition); and
- The Applicant must have applied for funding through 2022 Construction Housing Inflation Response Program (CHIRP)-Invitation to Participate (ITP), but said award was returned or rescinded.

## 4. Required Choice for all Applications in this RFA

Applicants must either return a recent Competitive Award **OR** commit to a limited number of Priority 1 Applications in certain RFAs in the 2024/2025 Funding Cycle by selecting option a. or b. below.

## a. Criteria for return of recent Competitive Award

An Application will be deemed a Returned Award if all of the following are met:

- (1) At least one Principal of the Applicant of the Active Award is also a Principal of the Applicant in the Returned Award;
- (2) The Application has not closed on any Corporation Funding (with the exception of PLP) and has not received IRS form(s) 8609;
- (3) The Application was awarded Competitive Funding through an RFA;
- (4) The name of the Development, the Application Number of the Application, and the name of at least one Principal of the Applicant in this RFA that is also a Principal of the Application are provided in Exhibit A; and
- (5) A letter is included **as Attachment 1** that meets the following:
  - (a) The letter is signed by the Authorized Principal Representative of the Returned Award; and
  - (b) The letter acknowledges that the Returned Award is withdrawn from all awarded Corporation funding.

The Returned Award will be considered withdrawn effective as of the date the Application in this RFA is submitted and the letter is received by the Corporation. This is not revokable. The Returned Award will not be considered a Withdrawn Application for the purpose of any withdrawal disincentive points in any future RFA.

The same Returned Award may be used in up to three Applications in response to this RFA if the following are met among the Shared Applications:

- The Shared Applications must have at least one identical Principal of the Applicant;
- The maximum of three Shared Applications are listed in Exhibit A;
- The withdrawal letter provided as Attachment 1 is identical among all Shared Applications.

Applicants that do not meet the criteria for a “Returned Award” will be subject to the limitations on Priority 1 Applications described below. Applicants that meet the criteria for a “Returned Award” will not be held to any of the limitations on Priority 1 Applications described below.

- b. Commit to a limited number of Priority 1 Applications in certain RFAs in the 2024/2025 Funding Cycle, based on funding awarded in this RFA

If an Applicant in this RFA commits to this option, a document reflecting “N/A” must be uploaded as **Attachment 1**.

If an Applicant in this RFA commits to this option, all Principals of an Active Award will be limited to how many Priority 1 Applications can be submitted in a Future Corresponding RFA in the 2024/2025 Funding Cycle with one exception\*; however, the limit on the number of Priority 1 Applications may be adjusted further if the Applicant of an Active Award qualifies for the Quick Close Incentive described in (4) below.

\*If an Applicant of an Active Award is a joint venture Applicant that involves a Public Housing Authority (PHA) or an instrumentality of a PHA, the Principals of the PHA or the Principals of the instrumentality of that Active Award will not be held to the limitations described below. Other Principals of the Active Award will be held to the limitations described below.

(1) Identifying Future Corresponding RFAs

If the RFA in which the Active Award was funded was one of the following, the Future Corresponding RFA is RFA 2024-205 SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits:

- RFA 2020-204 Housing Credit Financing for the Preservation of Existing Affordable Multifamily Housing Developments
- RFA 2020-205 or RFA 2021-205 SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits
- RFA 2020-208 or RFA 2021-208 or RFA 2022-208 SAIL and Housing Credit Financing for the Construction of Workforce Housing

If the RFA in which the Active Award was funded was one of the following, the Future Corresponding RFA is the Applicable 2024 Competitive Housing Credit Geographic RFA\*.

- RFA 2020-201 or RFA 2021-201 Housing Credit Financing For Affordable Housing Developments Located In Medium And Small Counties
- RFA 2021-202 Credit Financing for Affordable Housing Developments Located in Broward, Duval, Hillsborough, Orange, Palm Beach, Pinellas
- RFA 2021-203 Housing Credit Financing for Affordable Housing Developments Located in Miami-Dade County

- RFA 2021-206 HOME Financing For The Construction Of Small, Rural Developments
- 2022-102 SAIL Financing for Smaller Permanent Supportive Housing Developments for Persons with Special Needs
- 2022-103 Housing Credit and SAIL Financing to Develop Housing for Homeless Persons
- 2022-104 SAIL Financing Farmworker and Commercial Fishing Worker Housing
- 2022-301 Housing Credit Financing for Affordable Housing Developments Located in Duval County
- Non-Competitive Application (MMRB and/or Non-Competitive 4% HC) Application Process

\* The Applicable 2024 Competitive Housing Credit Geographic RFA means either RFA 2024-201 Housing Credit Financing for Affordable Housing Developments Located In Medium And Small Counties; RFA 2024-202 Credit Financing for Affordable Housing Developments Located in Broward, Duval, Hillsborough, Orange, Palm Beach, Pinellas; or RFA 2024-203 Housing Credit Financing for Affordable Housing Developments Located in Miami-Dade County. Determining the Applicable 2024 Competitive Housing Credit Geographic RFA for purposes of this provision is based on the county of the proposed Development of the Active Award. (i.e., If the Active Award was for a proposed Development in Leon County, which is a Medium County, the Applicable 2024 Competitive Housing Credit Geographic RFA is RFA 2024-201 Housing Credit Financing for Affordable Housing Developments Located In Medium And Small Counties.)

- (2) Limit on number of Priority 1 Applications that may be submitted in the Future Corresponding RFA in the 2024/2025 Funding Cycle

The following point calculations are used for determining how many Priority 1 Applications can be submitted by a Principal\* in a Future Corresponding RFA. If a Principal\* is a Principal\* of multiple Applications with the same Future Corresponding RFA, the average number of Points for Determining the Priority 1 Applications for the Future Corresponding RFA will be used for the number of Priority 1 Applications that may be submitted (“Average Value”).

\*If an Applicant of an Active Award is a joint venture Applicant that involves a Public Housing Authority (PHA) or an instrumentality of a PHA, the Principals of the PHA or the Principals of the instrumentality of that Active Award will not be held to the limitations described below. Other Principals of the Active Award will be held to the limitations described below.

- (a) Within each Future Corresponding RFA, if a Principal has an Average Value of at least one Point for Determining the Priority 1 Applications, but less than two Points, the Principal will be limited to submitting no more than two Priority 1 Applications in the Future Corresponding RFA.
- (b) Within each Future Corresponding RFA, if a Principal has an Average Value of at least two Points for Determining the Priority 1 Applications, but less

than three Points, the Principal will be limited to submitting no more than one Priority 1 Application in the Future Corresponding RFA.

- (c) Within each Future Corresponding RFA, if a Principal has an Average Value of three Points for Determining the Priority 1 Applications, the Principal will be limited to submitting no Priority 1 Applications in the Future Corresponding RFA.
- (3) Assigning Points for Determining the Priority 1 Applications
- (a) All Principals of an Active Award will be assigned three Points for Determining the Priority 1 Applications in the Future Corresponding RFA if the Applicant is awarded at least \$3,000,000 in Viability Loan funding through this RFA.
  - (b) All Principals of an Active Award will be assigned two Points for Determining the Priority 1 Applications in the Future Corresponding RFA if the Applicant is awarded between \$1,750,000 to \$2,999,999 in Viability Loan funding awarded through this RFA.
  - (c) All Principals of an Active Award will be assigned one Point for Determining the Priority 1 Applications in the Future Corresponding RFA if the Applicant is awarded less than \$1,749,999 in Viability Loan funding awarded through this RFA.

(4) Quick Close Incentive

If, by December 15, 2023, the Applicant (i) closes on the limited partnership agreement if applicable, and all construction funding including Corporation funding, if applicable; and (ii) files a Notice of Commencement with the appropriate local jurisdiction, the Principals for the Active Award will qualify for the Quick Close Incentive.

If an Application qualifies for the Quick Close Incentive, the Points for Determining the Priority 1 Applications associated with that qualifying Application will be removed. The Average Value will then be recalculated using the Points for Determining the Priority 1 Applications of the remaining Active Awards.

If the updated Average Value is lower than the initial Average Value, the updated Average Value will be used for determining the number of Priority 1 Applications that can be submitted. If the updated Average Value is higher than the initial Average Value, the Corporation will calculate the Average Value again using the Points for Determining the Priority 1 Applications of the remaining Active Awards minus 1.

(5) Example

Joe Smith applies for funding through this RFA for the following Applications:

- Application 1 is an Active Award through RFA 2021-201 and awarded \$3,500,000 in Viability Loan Funding. The Future Corresponding RFA is RFA 2024-201.
- Application 2 is an Active Award through RFA 2021-201 and awarded \$2,000,000 in Viability Loan Funding. The Future Corresponding RFA is RFA 2024-201.
- Application 3 is an Active Award through RFA 2021-201 and awarded \$3,300,000 in Viability Loan Funding. The Future Corresponding RFA is RFA 2024-201.
- Application 4 is an Active Award through RFA 2021-205 and awarded \$2,700,000 in Viability Loan Funding. The Future Corresponding RFA is RFA 2024-205.

Application #	Award Amount	Future Corresponding RFA	# of Assigned Points for Determining the Priority 1 Applications in the Future Corresponding RFA
Application 1	\$3,500,000	RFA 2024-201	3
Application 2	\$2,000,000	RFA 2024-201	2
Application 3	\$3,300,000	RFA 2024-201	3
Application 4	\$2,700,000	RFA 2024-205	2

The Average Value in RFA 2024-201 is 2.67, and Joe is limited to submitting 1 Priority 1 Application in RFA 2024-201.

The Average Value in RFA 2024-205: 2.0, and Joe is limited to submitting 1 Priority 1 Application in RFA 2024-205.

Additionally, if Application 2 qualifies for the Quick Close Incentive, Applications 1 and 3 will be averaged together. The recalculated Average Value in RFA 2023-201 will be 3.0; however, because this is higher than the original Average Value of 2.67, the Corporation will reduce the total number of Points for Determining the Priority 1 Applications by 1 prior to averaging, providing an updated Average Value of 2.5 ((3 + 3 – 1) divided by 2).

**C. 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. Addenda

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

**D. Complete the Acknowledgement found in Exhibit A**

**SECTION FIVE  
SCORING AND EVALUATION PROCESS**

A. Determining Eligibility:

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

<b>Eligibility Items</b>
Submission Requirements met*
Name of Proposed Development for Active Award provided
Applicant’s Viability Request Amount provided
Applicant Certification and Acknowledgement signed by Authorized Principal Representative
Development Cost Pro Forma provided reflecting that sources equal or exceed uses

\* 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.

**B. Selection Process**

**1. 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. 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
- b. By lottery number, resulting in the lowest lottery number receiving preference.

## **2. Funding**

- a. Funding Available
  - (1) \$164,300,000 of Viability Loan Funding is available for New Construction Developments
  - (2) \$4,300,000 of Viability Loan Funding is available for Rehabilitation Developments

- b. Funding Test

Rehabilitation Applications will be selected for funding only if there is enough Rehabilitation Funding available to fully fund the Eligible Request Amount.

New Construction Applications will be selected for funding only if there is enough New Construction Funding available to fully fund the Eligible Request Amount.

## **3. The Funding Selection Process**

- a. The highest-ranking eligible unfunded New Construction Applications will be selected, subject to the Funding Test.
- b. If New Construction Funding remains and none of the eligible unfunded New Construction Applications can meet the Funding Test, no further Applications will be considered for funding. Any remaining New Construction Funding will be distributed as approved by the Board.
- c. Next, the highest-ranking eligible unfunded Rehabilitation Applications will be selected, subject to the Funding Test.
- d. If Rehabilitation Funding remains and none of the eligible unfunded Rehabilitation Applications can meet the Funding Test, no further Applications will be considered for funding. Any remaining Rehabilitation 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's failure to pay the credit underwriting fee by the deadline outlined in this RFA, or the Applicant's inability to satisfy a



requirement outlined in this RFA, as a result of sizing efforts during credit underwriting or final cost certification or the Applicant's withdrawal or return of the Active Award, and/or provisions outlined in the applicable Rule Chapter(s) under which Applicant applied for its Active Award, will be distributed as approved by the Board.

## **SECTION SIX AWARD PROCESS**

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

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

The Board may use the Applications, the Committee's scoring, any other information or recommendation provided by the Committee or staff, and any other information the Board deems relevant in its selection of Applicants to whom to award funding. Notwithstanding an award by the Board pursuant to this RFA, funding will be subject to a positive recommendation from the Credit Underwriter based on criteria outlined in the credit underwriting provisions in the applicable Rule Chapter(s) under which Applicant applied for its Active Award.

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 a notice of preliminary award.

**Exhibit A**  
**RFA 2023-211 Construction Inflation Response Viability Funding**

**A. Criteria and Timing**

Applicants will continue to be held to the terms and conditions of the RFA under which the Active Award was made and the applicable rule chapter in effect at the time of the Original Application. The eligibility criteria and timing requirements are outlined in this RFA.

**B. Required Information**

1. Name of Development <select one>  
 Name of Applicant \_\_\_\_\_  
 Name of County \_\_\_\_\_  
 Demographic \_\_\_\_\_  
 Development Category \_\_\_\_\_  
 Number of Units \_\_\_\_\_  
 Authorized Principal \_\_\_\_\_  
 Operational Contact \_\_\_\_\_

Original RFA # \_\_\_\_\_  
 Original App # \_\_\_\_\_

What Date was the Applicant invited to answer Credit Underwriting? \_\_\_\_\_

Competitive Active Awards:

SAIL	\$	_____	-
ELI	\$	_____	-
NHTF	\$	_____	-
HOME	\$	_____	-
9%HC	\$	_____	-

2. Does the Original Application qualify as a Self-Sourced Application funded in RFA 2020-205 or RFA 2021-205? \_\_\_\_\_

If "Yes", to be eligible in this RFA, the Self-Sourced Applicant must knowingly, voluntarily and irrevocably commit to waive the option to convert the Development to market rate, 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.

Does the Self-Sourced Applicant waive the option to convert? <select one>

**3. Request Amount**

**(a) Maximum Viability Request Amount:**

**(1) Per Unit Limit:** \_\_\_\_\_

**(2) Per Development Limit:** \_\_\_\_\_

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

**Exhibit A**  
**RFA 2023-211 Construction Inflation Response Viability Funding**

Applicant's Viability Request Amount:

Applicant's Eligible Viability Request Amount: \$  -

**(b)** Updating Non-Competitive Housing Credit Request Amount, if applicable:

Non-Competitive Housing Credit Request Amount (annual amount):

**(c)** Updating Corporation-Issued MMRB Loan Request Amount, if applicable:

Corporation-Issued MMRB Loan Request Amount (if applicable):

**4.** Applicants must either return a recent Competitive Award **OR** commit to a limited number of Priority I Applications in certain RFAs in the 2023/2024 Funding Cycle by selecting option a. or b. below.

**(a)** Return of recent Competitive Housing Credit Award (“Returned Award”)

**(1)** Withdrawal of recent award

A Withdrawal Letter signed by the Authorized Principal Representative of the Returned Award has been provided as **Attachment 1** providing the required information outlined in RFA.

Does the Applicant commit to withdraw a recent Competitive Award? <select one>

If “Yes”, provide the required withdrawal letter as **Attachment 1** and answer the questions below:

Name of Development of the Returned Award

Application Number of Returned Award

Name of at least one Principal of the Applicant of the Active Award that is also a Principal of the Applicant in the Returned Award

The Returned Award will not be considered a Withdrawn Application for the purpose of any withdrawal disincentive points in any future RFA.

**(2)** Up to three Shared Applications in this RFA may use on the same Returned Award

If applicable, include a list up to three Applications that meet the requirements to be considered Shared Applications in the RFA:

The Returned Award will be considered withdrawn effective as of the date the Application in this RFA is submitted and the letter is received by the Corporation. This is not revokable. The Returned Award will not be considered a Withdrawn Application for the purpose of any withdrawal disincentive points in any future RFA.

Exhibit A

RFA 2023-211 Construction Inflation Response Viability Funding

- (b) Commit to a limited number of Priority I Applications in certain RFAs in the 2024/2025 Funding Cycle, based on funding awarded in this RFA

If an Applicant in this RFA commits to this option, All Principals of an Active Award will be limited to how many Priority I Applications can be submitted in a Future Corresponding RFA in the 2024/2025 Funding Cycle.

Does the Applicant commit to limit the number of Priority I Applications in the Future Corresponding RFA as outlined in the RFA?

<select one>

Note: Points for Determining the Priority I Applications associated with Active Awards that qualify for the Quick Close Incentive will be removed and the average value of Points for Determining the Priority I Applications will be recalculated as further explained in the RFA.

Applicants that select b. will not be held to the provisions in paragraph a. and should submit "Not Applicable" as **Attachment 1**.

**Section 4.A.10  
Development Cost Pro Forma**

RFA 2023-211 DEVELOPMENT COST PRO FORMA

(Page 1 of 6)

- NOTES:
- (1) Applicants will be held to the terms and conditions of the RFA under which the Active Award was made, and the applicable rule chapter in effect at the time of the Original Application. This includes, but is not limited to, Developer Fee limits, Hard and Soft Cost limits, and Operating Deficit Reserves.
  - (2) If Housing Credit equity proceeds are being used as a source of financing, complete Columns 1 and 2, otherwise, complete column 1 only. The various FHFC Program fees should be estimated and included in column 2 for at least the Housing Credit Program, along with the MMRB Program, if applicable.
  - (3) Commercial, retail, and office space are not functionally related and subordinate to the residential units, and are not considered to be community service facilities. As such, these costs are neither considered in eligible basis nor included in the TDC PU Limitation process.
  - (4) Although the Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, Construction or Rehab Analysis and Permanent Analysis are subject to change during credit underwriting, such costs are subject to the Total Development Cost Per Unit Limitation as provided in the RFA, as well as the other cost limitations provided in Rule Chapter 67-48, F.A.C., as applicable.

USE THE DETAIL/EXPLANATION SHEET FOR EXPLANATION OF \* ITEMS. IF ADDITIONAL SPACE IS REQUIRED, ENTER THE INFORMATION ON THE ADDENDA LOCATED AT THE END OF THE APPLICATION.

What was the Development Category of the Proposed Development:  
*Indicate the number of total units in the proposed Development:*

0

---

0 Units

\*\*

	1 PROPOSED COSTS	2 See Note at Right	3 TOTAL COSTS
<b>DEVELOPMENT COSTS</b>			
<i>Actual Construction Costs</i>			
Accessory Buildings	_____		_____
Demolition	_____		_____
Commercial/Retail Space <small>See Note (3)</small>	_____		_____
New Rental Units	_____		_____
<b>*Off-Site Work (explain in detail)</b>	_____		_____
Recreational Amenities	_____		_____
Rehab of Existing Common Areas	_____		_____
Rehab of Existing Rental Units	_____		_____
Site Work	_____		_____
<b>*Other (explain in detail)</b>	_____		_____
<b>A1.1. Actual Construction Cost</b>	\$ _____		\$ _____
<b>A1.2. General Contractor Fee</b> <small>See Note (1)</small>			
<b>(Max. 0% of A1.1., column 3)</b>	\$ _____		\$ _____
<small>Max GCF @ 0%: \$0.00</small>			
<b>A1.3. TOTAL ACTUAL CONSTRUCTION COSTS</b>	\$ _____		\$ _____
<b>A1.4. HARD COST CONTINGENCY</b> <small>See Note (1)</small>	\$ _____		\$ _____
<small>Max HCC @ 0%: \$0.00</small>			

	1 PROPOSED COSTS	‡ See Note at Upper Right	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 <small>See Note (1)</small></b>	\$ _____		\$ _____
<i>Max SCC @ 0%:</i>	<i>\$0.00</i>		

	1 PROPOSED COSTS	‡ See Note at Upper Right	3 TOTAL COSTS
<i>Financial Costs</i>			
Construction Loan Origination/ Commitment Fee(s)	_____		_____
Construction Loan Credit Enhancement Fee(s)	_____		_____
Construction Loan Interest	_____		_____
Non-Permanent Loan(s) Closing Costs	_____		_____
Permanent Loan Origination/ Commitment Fee(s)	_____		_____
Permanent Loan Credit Enhancement Fee(s)	_____		_____
Permanent Loan Closing Costs	_____		_____
Bridge Loan Origination/ Commitment Fee(s)	_____		_____
Bridge Loan Interest	_____		_____
<b>*Other (explain in detail)</b>	_____		_____
<b>A3. TOTAL FINANCIAL COSTS</b>	<b>\$</b> _____		<b>\$</b> _____
<i>ACQUISITION COST OF EXISTING DEVELOPMENT (excluding land)</i>			
Existing Building(s)	_____		_____
<b>*Other (explain in detail)</b>	_____		_____
<b>B. TOTAL ACQUISITION COSTS OF EXISTING DEVELOPMENT (excluding land)</b>	<b>\$</b> _____		<b>\$</b> _____
<b>C. DEVELOPMENT COST</b> (A1.3+A1.4+A2.1+A2.2+A3+B)	<b>\$</b> _____		<b>\$</b> _____
<i>Developer Fee See Note (1)</i>			
Developer Fee on Acquisition Costs	_____		_____
<i>Max DF @ 0%: \$0.00</i>			
Developer Fee on Non-Acquisition Costs	_____		_____
<i>Max DF @ 0%: \$0.00</i>			
Additional 5% Developer Fee for the RFA's designated Demographic Commitment	_____	_____	_____
<i>Max DF @ 0%: \$0.00</i>			
<b>D. TOTAL DEVELOPER FEE</b>	<b>\$</b> _____		<b>\$</b> _____
<i>Max Total DF:</i>			
<b>E. OPERATING DEFICIT RESERVES</b> <i>See Note (1)</i>	<b>\$</b> _____	_____	<b>\$</b> _____
<i>Max ODR: \$0.00</i>			
<b>F. TOTAL LAND COST</b>	<b>\$</b> _____		<b>\$</b> _____
<b>G. TOTAL DEVELOPMENT COST</b> <i>See Note (4)</i> (C+D+E+F)	<b>\$</b> _____		<b>\$</b> _____

Detail/Explanation Sheet

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

DEVELOPMENT COSTS

**Actual Construction Cost**

(as listed at Item A1.)

Off-Site Work:

Other:

**General Development Costs**

(as listed at Item A2.)

Impact Fees:

Other:

**Financial Costs**

(as listed at Item A3.)

Other:

**Acquisition Cost of Existing Developments**

(as listed at Item B2. )

Other:



**CONSTRUCTION/REHAB ANALYSIS**

	AMOUNT	LENDER/TYPE OF FUNDS
<b>A. Total Development Costs</b>	\$ _____	
<b>B. Construction Funding Sources:</b>		
1. First Mortgage Financing	\$ _____	FHFC - MMRB
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>
Financing	\$ _____	Enter request on Funding Tab
Financing	\$ _____	Enter request on Funding Tab
Financing	\$ _____	Enter request on Funding Tab
Financing	\$ _____	Enter request on Funding Tab
7. 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.	\$ _____	
8. Other: _____	\$ _____	<select from menu>
9. Other: _____	\$ _____	<select from menu>
10. ## 30% DDF: \$0.00	\$ _____ 0.00	
<b>11. Total Construction Sources</b>	<b>\$ _____</b>	
<b>C. Construction Funding Surplus</b>		
(B.11. 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.**

**PERMANENT ANALYSIS**

	AMOUNT	LENDER/TYPE OF FUNDS
<b>A. Total Development Costs</b>	\$ _____	
<b>B. Permanent Funding Sources:</b>		
1. First Mortgage Financing	\$ _____	<u>Local Government Subsidy</u>
2. Second Mortgage Financing	\$ _____	<u>&lt;select from menu&gt;</u>
3. Third Mortgage Financing	\$ _____	<u>&lt;select from menu&gt;</u>
4. Fourth Mortgage Financing	\$ _____	<u>&lt;select from menu&gt;</u>
5. Fifth Mortgage Financing	\$ _____	<u>&lt;select from menu&gt;</u>
6. Sixth Mortgage Financing	\$ _____	<u>&lt;select from menu&gt;</u>
Financing	\$ _____	<u>Enter request on Funding Tab</u>
Financing	\$ _____	<u>Enter request on Funding Tab</u>
Financing	\$ _____	<u>Enter request on Funding Tab</u>
Financing	\$ _____	<u>Enter request on Funding Tab</u>
7. HC Syndication/HC Equity Proceeds	\$ _____	
8. Other: _____	\$ _____	<u>&lt;select from menu&gt;</u>
9. Other: _____	\$ _____	<u>&lt;select from menu&gt;</u>
10. Deferred Developer Fee	\$ _____ 0.00	
30% DDF: \$0.00		
<b>11. Total Permanent Funding Sources</b>	\$ _____	
<b>C. Permanent Funding Surplus</b>		
(B.11. 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 B - DEFINITIONS**

“Active Award”	The Application submitted under the RFA listed for each Development on the “Applications Eligible to Apply for Viability Loan Funding through RFA _____, effective April ____, 2023” list, which is available on the RFA Webpage
“Non-Corporation Permanent Funding Sources”	Permanent sources of funding that are not Corporation funding, local HFA bond funding, Regulated Mortgage Lender funding, USDA RD funding, tax credit equity, Deferred Developer Fee, or seller’s notes for the acquisition of property. This is used in the Sorting Order described in Section Five, B. of the RFA.
“Original Application”	The successful RFA Application associated with the Active Award.
“Related Application”	<p>An Application submitted in an RFA that shares Interest – Direct or Indirect, Identity of Interest, or shares any Principals, Affiliates, Financial Beneficiaries, or Related Parties of the Applicant or Developer common to any or all of the Principals, Affiliates, Financial Beneficiaries, or Related Parties of an Applicant or Developer in another Application in the same RFA.</p> <p>a. “Interest - Direct or Indirect” refers to a person or entity having direct or indirect ownership, financial or controlling interest in another entity.</p> <p>b. “Related Party” or “Related Parties” mean a relative (including but not limited to grandfather, grandmother, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister) of any Principal or any entity that shares common Principals, executive directors, board members, officers, guarantors, or employees.</p> <p>c. “Identity of Interest” means a situation in which a Principal, Affiliate, or Financial Beneficiary of the Applicant or Developer has a direct or indirect interest in the ownership of an entity which contracts with a Principal, Affiliate, or Financial Beneficiary of the Applicant or Developer to provide land, goods, loans, financial support, or services for the Development or where there is a financial, familial, or business relationship that permits less than arm’s length transactions.</p>

**Exhibit C – Additional Information**

1. Total Development Cost Per Unit Limitation – intentionally omitted in this RFA
2. Sizing the Award

Sources of funding must equal Total Development Costs. Viability Loan funding is intended to fill the funding gap experienced due to increased construction costs. Viability Loan funding is not intended to support operating expenses or enhance cash flow. The credit underwriter will determine the maximum amount of funding to be made available to the Applicant using the sizing parameters below. Once the maximum has been determined, the Applicant has the option to accept the sized funding amount or request less than this maximum.

#### Viability Loan Sizing Parameters

The award will be based on the lesser of the eligible request amount, the gap analysis calculation, per Development funding limits, per unit funding limits, and other existing provisions from Rule 67-48.0072, F.A.C.

- a. Eligible Request Amount

The Viability Loan Amount cannot exceed the Applicant's Eligible Request Amount as provided in Exhibit A.

- b. Gap Analysis

- (1) Permanent Funding Sources must equal Total Development Costs, inclusive of the verified increased construction costs.

- (2) Permanent First Mortgage Amount

The Permanent Funding Sources will include a permanent first mortgage\* that will be the greater of all possible minimum first mortgages. The updated overall debt coverage ratio of the traditional first mortgage debt (if applicable), any FHFC loans, and any local government funding cannot enhance (improve) the debt coverage ratio over the existing debt coverage ratio of similar sources for Viability Loan sizing purposes. \*There will not be a permanent first mortgage minimum for any Development with a Demographic Commitment of either Homeless or Persons with Special Needs other than criteria provided in the applicable Rule Chapter of the Original Award.

- For any Development consisting of at least 175 units with a Viability Loan that exceeds \$4,300,000, the minimum first mortgage amount will be sized based on a debt service coverage ratio resulting from a first mortgage amount acceptable to the Regulated Mortgage Lender, but not to exceed 1.25x.
- For all other Developments, the minimum first mortgage amount will be sized based on a debt service coverage ratio resulting from a first mortgage amount acceptable to the Regulated Mortgage Lender, but not to exceed 1.30x.

In addition, if the Active Award includes Competitive Housing Credits, the debt service coverage ratio for the minimum first mortgage utilized for Viability Loan sizing will not exceed that of the debt service coverage ratio resulting from the minimum qualifying first mortgage referred to in Rule Chapter 67-48.0072(28)(g), F.A.C.

The credit underwriter may require an updated appraisal to support any rents and/or operating expenses not currently supported with existing documentation. Any permanent first mortgage updated in this manner cannot enhance (improve) the debt coverage ratio over the existing debt coverage ratio for Viability Loan sizing purposes. If the actual updated debt coverage ratio is enhanced by this process, the credit underwriter and staff will increase the updated permanent first mortgage to match the prior debt coverage ratio for Viability Loan sizing purposes. The amount of the permanent first mortgage utilized for Viability Loan sizing purposes must be acceptable to the credit underwriter and staff.

(3) Subordinate Financing

The credit underwriter and staff will utilize all known permanent subordinate financing sources including local government subsidies, seller financing, any Active Award loan or grant funding and any other permanent funding source acceptable to the credit underwriter and staff.

(4) Housing Credit Equity

The credit underwriter and staff will utilize the greater of the actual housing credit equity documented by the syndicator in a form acceptable to the credit underwriter and staff, or, when competitive housing credits are being utilized, the amount calculated using Rule Chapter 67-48.0072(28).

(5) Deferred Developer Fee

The credit underwriter and staff will assume a deferred developer fee equal to 30 percent of the total Developer Fee exclusive of any operating deficit reserve portion that is part of a 21 percent Developer Fee (which will be equal to up to 5 percent of Development Cost).

(6) Sizing the Gap Funding Amount

Take the Total Development Costs less all Permanent Financing Sources provided above, exclusive of any Viability Loan funding. This difference is one of the maximum amounts used to size the Viability Loan funding.

Rule and RFA loan-to-cost ratios must be met.

c. Per Development and Per Unit Funding Limits

The maximum amount of the Viability Loan for any Development consisting of less than 175 units OR if the only other Corporation funding is non-competitive funds (i.e., non-

competitive housing credits with or without Corporation-Issued MMRB) is limited to the lesser of (1) \$4,300,000 per Development, or (2) \$125,000 per unit.

The maximum amount of the Viability Loan for any Development consisting of 175 or more total units AND the Applicant's other Corporation funding is not limited to only non-competitive funds (i.e., non-competitive housing credits with or without Corporation-Issued MMRB) is limited to the lesser of (i) \$38,000 per unit, or (ii) a total Corporation loan award of \$15,000,000 (i.e. the Viability Award cannot exceed \$15,000,000 minus the Active Award amounts for SAIL, ELI, and NHTF).

The sizing process will be repeated at time of final cost certification when housing credits are part of the funding. At time of final cost certification, the Viability Loan can be sized to be lower but not increased.

Note: Any calculated award amounts through this RFA will be rounded down to the nearest whole dollar.

### 3. Fees

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

#### a. Application Fee

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

#### b. Credit Underwriting Fees

The following fees are not the fees that will be charged, but are listed below for estimation purposes. The actual fees will be determined based on the current contract, including any addendum, for services between the Corporation and the Credit Underwriter(s) in effect at the time underwriting begins.

(1) Multiple Program Fee: \$5,146

(2) Re-underwriting fee: \$198 per hour

Any Development requiring further analysis by the Credit Underwriter pursuant to Rule Chapters 67-21 or 67-48, F.A.C. (effective as of the Application Deadline of the Original Application), as applicable, and this RFA will be subject to a fee based on an hourly rate determined pursuant to the contract between the Corporation and the Credit Underwriter. All credit underwriting fees shall be paid by the Applicant prior to the performance of the analysis by the Credit Underwriter.

(3) Extraordinary Services fee: \$198 per hour.

#### c. Commitment Fees

Each Applicant to which a firm commitment is granted shall submit to the Corporation a non-refundable commitment fee of 1 percent of each FHFC 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 Florida Housing Finance Corporation.

d. Loan Servicing Fees

These fees are for estimation purposes whereby the actual fees will be determined based on the current contract, including any addendum, for services between the Corporation and the Servicer(s).

(3) Draw Requests

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

(4) Permanent Loan Servicing Fees

Annual fee of 25 bps on the unpaid principal balance of the loan or a minimum monthly fee of \$236 and a maximum monthly fee of \$936, and an hourly fee of \$198 for extraordinary services.

e. Additional Fees

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

Applicants will be held to all fees stated in the Original Application under which the Active Award was made.

f. Assumption/Renegotiation Fees

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

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

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

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

#### 4. 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 the Applicant's Eligible Loan Request Amount. All Applications must earn a Florida Job Creation score equal to or greater than 23.0 to qualify for the Florida Job Creation Preference in Section Five of the RFA.

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

- The number of new construction and Rehabilitation units committed to by the Applicant (as stated by the Applicant at question 3.e. of Exhibit A of the RFA);
- The applicable Florida job creation rate for the type of units:
  - Rate of 2.944 Florida Jobs per unit for proposed new construction units;
  - Rate of 1.494 Florida Jobs per unit for proposed Rehabilitation units; and
- The Eligible Loan Funding Request Amount.

The score for the Florida Rate of Job Creation per \$1 million of the Eligible Loan Funding will be measured using one of the following calculations:

##### a. Developments consisting of only new construction units:

Number of new construction units x 2.944 Florida Jobs per unit x 1,000,000 / (the Eligible Loan Funding Request Amount) = Florida Jobs per \$1 million of Eligible Loan Funding.

For example:

Application A consists of 80 new construction units and has an Eligible Loan Funding Request Amount of \$2,000,000.

$80 \times 2.944 \times 1,000,000 / (2,000,000) =$  Florida Job Creation score of 117.76.

##### b. Developments consisting of only Rehabilitation units:

Number of Rehabilitation units x 1.494 Florida Jobs per unit x 1,000,000 / (the Eligible Loan Funding Request Amount) = Florida Jobs per \$1 million of Eligible Loan Funding.

For example:

Application A consists of 120 Rehabilitation units and has an Eligible Loan Funding Request Amount of \$1,200,000.

$120 \times 1.494 \times 1,000,000 / (1,200,000) =$  Florida Job Creation score of 149.40.

##### c. Developments consisting of both new construction units and Rehabilitation units:



(Number of new construction units x 2.944 Florida Jobs per unit + number of Rehabilitation units x 1.494 Florida Jobs per unit) x 1,000,000 / (the Eligible Loan Funding Request Amount) = Florida Jobs per \$1 million of Eligible Loan Funding.

For example:

Application B consists of 10 new construction units and 75 Rehabilitation units and has an eligible loan funding request amount of \$1,100,000.

$[(10 \times 2.944) + (75 \times 1.494)] \times 1,000,000 / (1,100,000) =$  Florida Job Creation score of 128.63.

In above examples, all Applications will qualify for the Job Creation Funding Preference because the Florida Job Creation score is at least 23.00.

**Exhibit D - Terms and Conditions of the Viability Loan**

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 issue such Applicants a notice of preliminary award. 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 issues a final order as a result of a challenge pursuant to Section 120.57(3), F.S.
2. The credit underwriting fee must be received by the Credit Underwriter not later than seven Calendar Days after the notice of preliminary award. Failure to submit the required credit underwriting fee by the specified deadline shall result in withdrawal of the preliminary award.
3. 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.
4. Approval of Credit Underwriting Reports
  - a. If the Active Award includes other Corporation Loan Funding in addition to Viability Loan Funding (e.g., SAIL or HOME), the Credit Underwriter's recommendations will be sent to the Board for approval.
  - b. If the Active Award is only for 9 percent Housing Credits, the Credit Underwriter's recommendations will be approved by the Corporation, and included as an informational item for the Board.
5. If the Active Award consists of SAIL, HOME, or Corporation-issued MMRB financing that has not closed prior to the issuance of the preliminary award for this RFA, closing of the Viability Loan Funding will be simultaneous with the closing of such other Corporation funding. If the Active Award consists of 9% Housing Credits only, the Loan Funding 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.

6. The Corporation shall issue a firm loan commitment within seven Calendar Days after approval of the Credit Underwriter's recommendation for funding.
7. At least five Calendar Days prior to 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.
8. The Loan Funding shall be revocable if the loan funds were used for any purpose not permitted under the RFA or if the loan funding was awarded or disbursed to the Applicant based upon fraud or misrepresentation committed by the Applicant.
9. The Loan Funding shall be serviced either directly by the Corporation or by the servicer on behalf of the Corporation.
10. The documents creating, evidencing or securing the loan financing must provide that any violation of the terms and conditions described in this RFA constitutes a default of the loan financing and allow the Corporation to seek any legally available remedies.
11. If any additional permanent loan and/or equity funding source(s) are obtained or a reduction of costs occur after the Application, but before the finalization of the final cost certification and the issuance of IRS form(s) 8609, the surplus funding will first be used to reduce the deferred Developer Fee to no less than 30 percent of the total Developer Fee (exclusive of any operating deficit reserve portion when the maximum Developer Fee is 21%) and then to reduce the Viability Loan Funding. After the issuance of the IRS form(s) 8609, if any additional permanent loan and or equity funding sources are obtained through the end of the Compliance Period (inclusive of any upward equity adjusters associated with marginal corporate tax rates and/or maintenance of internal rates of return associated with determining equity funds), then said resource(s) would be used to reduce or payoff the deferred Developer Fee and the Viability Loan Funding on a 50/50 basis. Additional funding sources shall consist of any Housing Credit equity upward adjusters,

including but not limited to those tied to a change in the assumed tax credit rate or the maintenance of the investors internal rate of return (or any similarly structured adjuster).

Additional funding sources does not include the Development's net cash flow from operations, after debt service, but it does include Housing Credit equity greater than the amount provided (or calculated) in this RFA as it relates to competitive Housing Credits. Additional Housing Credit equity as it relates to non-competitive Housing Credits shall be used to first pay additional development costs incurred prior to following the waterfall of payment priorities outlined above, but in no instance will the deferred Developer Fee be less than 30 percent of the total Developer Fee.

12. The minimum first mortgage sizing requirements will be applied in credit underwriting and final cost certification as described in Exhibit C.
13. Loan funding documentation shall consist of the standard closing documentation, including, but not limited to, a Promissory Note, Mortgage and Security Agreement, and Construction Loan Agreement.
14. The Loan Funding shall be non-amortizing and shall have an interest rate of 1 percent, with payment due based on terms described above.
15. The term of the loan shall be 15 years after construction completion. The term of the loan may 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 term of the superior loan or may be longer based upon requirements of the tax credit syndicator.
16. Any existing SAIL loan award, for which a final credit underwriting report has not been issued, will be in subordinated lien position to this loan funding.
17. After accepting a notice of preliminary award, the Applicant shall not refinance, increase the principal amount, or alter any terms or conditions of any mortgage superior or inferior to the mortgage without prior approval of the Corporation's Board of Directors. However, an Applicant may reduce the interest rate on any superior or inferior mortgage loan without the Board's permission, provided that no other terms of the loan are changed. The Corporation must be notified in writing of any such change.
18. After maturity or acceleration, the note shall bear interest at an interest rate of 18 percent from the due date until paid. Unless the Corporation has accelerated the 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.
19. Failure to pay any principal due under the terms of this section shall constitute a default on the loan.
20. Failure to provide the Corporation and its servicer with any financial reporting required in a competitive solicitation shall constitute a default on the loan.
21. Unless and until a guarantor's obligations for a loan are terminated as approved in writing by the Corporation or its servicer, each guarantor shall furnish to the Corporation or its servicer financial

statement as provided in paragraphs a. through c. below as the Corporation or its servicer may reasonable 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 as 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.

22. The Viability Loan will have an annual interest rate of 1 percent and payments will be based on Development Cash Flow as outlined in Rule Chapter 67-48, F.A.C. (effective as of the Application Deadline of the Original Application) for SAIL loans.

#### **Sale, Transfer or Refinancing of a 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, which may include the requirement of partial or full repayment of this loan.
2. The 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 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 as outlined in Exhibit C to the RFA.

3. If the loan is not assumed since the buyer does not meet the criteria for assumption of the loan, the 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. 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 commitment 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 repayment date; and
    - (2) The Development has substantially equivalent set-aside commitments mandated through another program of the Corporation for which the compliance monitoring fee was collected.
  - d. Unpaid principal balance of the loan;
  - e. Any interest due on the 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 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;
    - (3) A certification from the Applicant that there are no Development funds available to repay the loan, including any interest due, and the Applicant knows of no source from which funds could or would be forthcoming to pay the loan; and
    - (4) A certification from the Applicant detailing the information needed to determine the final billing for 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 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, including requests for extension, must be submitted in writing to the Director of Special Assets and contain the specific details of the renegotiation. In addition to any related professional fees, the Corporation shall charge a non-refundable renegotiation fee as outlined in Exhibit C to the RFA.

5. The Board shall 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 Board shall deny requests for mortgage loan refinancing which require extension of the 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 Board shall limit any approved extension to a minimum term which makes the Development feasible and which does not exceed an industry standard term.

The Board shall deny requests to increase the amount of any superior mortgage, unless the criteria outlined in D.18. above, are met, the original combined loan to value ratio for the superior mortgage and the mortgage is maintained or improved, and a proportionate amount of the increase in the superior mortgage is used to reduce the outstanding loan balance.

#### **Loan Disbursement**

1. Loan proceeds shall be disbursed after closing of the loan.
2. Ten (10) business days prior to the Draw, the Applicant shall supply the Corporation's servicer, as agent for the Corporation, with a written request executed by the Applicant for the 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. In addition, draw requests for non-Corporation funding must be provided. Any amendments to the Use of Proceeds Schedule/Draw Schedule or any reallocation of the line items therein must be approved by the Corporation, the first mortgagee, and the Corporation's servicer.

3. The Corporation and its servicer shall review the request for the Draw, and the servicer shall provide the Corporation with approval of the request or an alternative recommendation.
4. The Corporation shall disburse the Draw through Automated Clearing House (ACH). The Applicant may request disbursement of the Draw 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.