

**REQUEST FOR APPLICATIONS**

**RFA 2024-106 Financing for the Development of Housing for Persons  
With A Disabling Condition or Developmental Disabilities**

**Issued By:**

**FLORIDA HOUSING FINANCE CORPORATION**

**Issued: November 9, 2023**

**Due: February 15, 2024**

## SECTION ONE INTRODUCTION

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

The intent of this RFA is to help communities address the significant need for independent Permanent Supportive Housing for some of their most vulnerable individuals with a disabling condition or developmental disabilities who lack stable housing and coordinated access to appropriate community-based healthcare and supportive services. This RFA proposes to utilize Competitive Housing Credits (HC) in conjunction with National Housing Trust Fund (NHTF) resources, Home Investment Partnerships Program funding provided through the American Rescue Plan (HOME-ARP), State Apartment Incentive Loan (SAIL) funding or grants.

A. Competitive HC, made available for all Applicants

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

The Corporation expects to offer an estimated \$3,264,800 of Competitive Housing Credits available to proposed Developments under this RFA for either housing for persons with Disabling Conditions or Persons with Developmental Disabilities.

B. SAIL available for Applications for persons with Disabling Conditions

The Corporation expects to offer an estimated \$6,000,000 of SAIL for housing for persons with Disabling Conditions. A portion of this funding may be used as an Extremely Low Income (ELI) Loan for ELI Set-Aside Units as further described in Section Four, A.10.a.(2)(b) of the RFA. The portion of the SAIL loan that is attributable to the ELI Funding is a forgivable loan.

C. Grants available for Persons with Developmental Disabilities

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

D. National Housing Trust Funds (NHTF) or Home Investment Partnerships Program (HOME) From The American Rescue Plan Act (HOME-ARP)

All Applicants must commit to a certain number of 22% Units as described in Section Four, A.6.c.(2)(c) of this RFA. Applicants also have the option to commit to additional 22% Units.

\$5,500,000 in forgivable NHTF or HOME-ARP funding will be made available for all 22% Units, regardless of whether the units were required or optional.

The requirements for 22% Units awarded NHTF Funding are outlined in the RFA and are similar to HOME funding, such as the requirement to comply with the HUD environmental requirements as provided in 24 CFR 93.301(f)(1) and (2). However, Non-Profit Applicants will not be charged a fee for the environmental review.

Applicants will be awarded NHTF Funding unless the Applicant is not eligible for NHTF Funding, whether due to requirements such as the HUD environmental requirements as provided in 24 CFR 93.301(f)(1) and (2), or due to a depletion of NHTF Funding available. Such Applicants may instead be awarded an equivalent amount of funding through HOME-ARP. Although the HUD environmental requirements provided in 24 CFR 93.301(f)(1) and (2) do not apply; however, 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.

The terms and conditions of NHTF are further outlined in Exhibit H of the RFA and the terms and conditions of HOME-ARP are further described in Exhibit I of the RFA.

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

## **SECTION TWO DEFINITIONS**

Capitalized terms within this RFA shall have the meaning as set forth in this RFA, in Exhibit B, Rule Chapters 67-48, F.A.C. (effective June 28, 2023) 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/2024/2024-106> (also available by clicking [here](#)).*

### **A. Submission Requirements**

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

The Application Deadline is **3:00 p.m., Eastern Time, on February 15, 2024.**

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

- a. Downloading and completing the documents provided by the Corporation 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) (ii) whether paying by check, money order, ACH or wire transfer, include the Development Name, RFA number with the payment; and (ii) 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.

To ensure that the Application Fee is received prior to the Application Deadline, the following is ***strongly recommended***: (i) provide the Application Fee at least two business days prior to the Application Deadline; (ii) if paying by check or money order, provide the payment in person or via method requiring signature upon delivery, (iii) if paying by wire or ACH, ensure with banking institution that funding has been received by Florida Housing.

At least 24 hours prior to the Application Deadline, the Corporation expects to post a list of the check numbers and wire/ACH reference numbers for all Applications that follow the above recommendation. If the online submission is not received by the Application Deadline, 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\\_2024-106\\_Questions@floridahousing.org](mailto:RFA_2024-106_Questions@floridahousing.org) (also accessible by clicking [here](#)) with "Questions regarding RFA 2024-106" as the subject of the email. Phone calls or written inquiries other than at the above e-mail address will not be accepted. The Corporation expects to respond to inquiries with two sets of responses. All inquiries that are received by December 4, 2023 will receive a response by 5:00 p.m., Eastern Time, on December 8, 2023. All inquiries that are received by January 8, 2024 will receive a response by 5:00 p.m., Eastern Time, on January 12, 2024. 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. Demographic Commitment

### a. Select the Demographic Commitment

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

##### (a) Requirements

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

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

AND

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

##### (b) Interest Rate

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

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

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

- (iii) The portion of the SAIL loan that is attributable to the ELI Funding is a forgivable loan.

(2) Persons with Developmental Disabilities Demographic Commitment

(a) Requirements

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

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

- (b) Due to the likelihood that some or all Persons with Developmental Disabilities will have Mobility Impairments now or later in their lives, Applicants that commit to this Demographic must at a minimum meet the accessibility, adaptability, universal design and visitability features requirements outlined in Section Four A.8.c.(1) of the RFA, ("Level 1 Accessibility Requirements").

- (c) Other Grant Funding requirements are outlined in Exhibit J.

- b. For the Corporation to better understand the property proposed, Applicants that select the Persons with a Disabling Condition Demographic Commitment must check the box or boxes at question 2.b. of Exhibit A that specify the defined persons with a Disabling Condition population(s) who the Applicant proposes to serve:

- (1) Adult persons requiring independent living services in order to maintain housing or develop independent living skills and who have a Disabling Condition that currently impairs or is likely to impair their physical mobility; and/or
- (2) Persons receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits; and/or

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

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

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

### 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](mailto:FHFC_NonProfit_AdvanceReview@floridahousing.org) (also available by clicking [here](#)) at least eight weeks prior to the Application Deadline.

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) Pre-Application Meeting Incentive (10 Points)

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

Alternatively, Non-Profit Applicants that meet the Non-Profit Experience Requirements may receive 10 points without the need to hold a Pre-Application Meeting. However, the Pre-Application Meeting or Experience form must be received by the Corporation in the same time frame set forth for the Pre-Application meeting.

If the Applicant wishes to hold a Pre-Application Meeting or submit their experience in lieu of a meeting, an email must be sent to [FHFC\\_PreApp\\_Meeting@floridahousing.org](mailto:FHFC_PreApp_Meeting@floridahousing.org) with subject line of RFA 2024-106 Pre-Application Meeting or Experience (or by clicking [here](#)). The Pre-Application

Meeting or Experience for Proposed Permanent Supportive Housing Developments Form (Rev. 10-2023), information about the procedures for this meeting, and the questions the Corporation will ask are found on the RFA Webpage.

Applications will receive 10 points if the criteria in (a) or (b) below is met:

(a) Pre-Application Meeting

(i) The Pre-Application Meeting must be requested on or before November 21, 2023 by sending an email to [FHFC\\_PreApp\\_Meeting@floridahousing.org](mailto:FHFC_PreApp_Meeting@floridahousing.org) with subject line of RFA 2024-106 Pre-Application Meeting (or by clicking [here](#));

(ii) One initial meeting for Applicant and Developer Entities

The Pre-Application Meeting must be held on or before January 19, 2024 and attended by, at a minimum, the following:

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

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

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

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

(iv) The Corporation-approved Pre-Application Meeting or Experience for Proposed Permanent Supportive Housing Developments Form (Rev. 10-2023) must be included as **Attachment 2** to Exhibit A\*;

- (A) The form must be executed by the Corporation, confirming the date the meeting(s) took place and individuals present; and
- (B) The form must identify required natural persons, who must be the same required natural persons that attended the meeting.

Note: One Principal may represent multiple entities.

Should any Principals that attend the pre-application meeting(s) change before submission of the Application, causing the Principals listed on the Pre-Application Meeting Form to be different from those listed on the Principals of the Applicant and Developer(s) Disclosure Form, in order to achieve the 10 points for this item, an additional Pre-Application Meeting must be requested by November 21, 2023 and held on or before January 19, 2024, in addition to all of the requirements above.

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

(b) Non-Profit Experience

- (i) The Pre-Application Meeting or Experience for Proposed Permanent Supportive Housing Developments Form (Rev. 10-2023) must be submitted to the Corporation or before November 21, 2023 by sending an email to [FHFC\\_PreApp\\_Meeting@floridahousing.org](mailto:FHFC_PreApp_Meeting@floridahousing.org) with subject line of RFA 2024-106 Pre-Application Experience (or by clicking [here](#));
- (ii) The Non-Profit Entity must have completed, as a non-Joint Venture, at least two Developments funded in RFAs for Permanent Supportive Housing in RFA cycles from 2016-2023\*; or if a Joint Venture partnership, all entities that form the Joint Venture must have completed at least two Developments funded in RFAs for Permanent Supportive Housing in RFA cycles from 2016-2023\* together as Joint Venture partners. The Applicant will identify the two Developments on the Pre-Application Meeting or Experience form.

\*Permanent Supportive Housing RFAs from 2016-2022 include the following: RFA 2016-102; 2016-103; 2016-115; 2017-103; RFA 2018-101; RFA 2018-103; RFA 2018-108; RFA 2019-104; RFA 2019-106; RFA 2019-107; RFA 2020-102; RFA 2020-103; RFA 2020-106; RFA 2021-102; RFA 2021-103; RFA 2021-106;



RFA 2022-102; RFA 2022-103; RFA 2022-106; RFA 2023-102;  
RFA 2023-103; RFA 2023-106 and RFA 2023-108.

- (iii) The form must list the two completed Developments funded in RFAs for Permanent Supportive Housing in RFA cycles from 2016-2023. The two Developments must have been completed by the Non-Profit Entity as a 100% Non-Profit, or completed by the Non-Profit Entity together with the same Joint Venture partner as identified in this RFA.
- (iv) If the Non-Profit experience requirements are met, the Pre-Application Meeting or Experience for Proposed Permanent Supportive Housing Developments Form (Rev. 10-2023) will be approved and returned to the Applicant. In order to receive 10 points, this approved form must be included as **Attachment 2** to Exhibit A\*;

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

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

- (6) Homeless Assistance Continuum of Care Requirements for All Applicants committing to the Disabling Condition Demographic

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 34** 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, Rev. 05-2019, ("Principal Disclosure Form"), must have, since January 1, 2004 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, 2014. 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 Principal Disclosure Form and must remain with the Development until the release of the operating deficit guarantee set forth in subsection 67-48.0072(18), F.A.C.

For purposes of this provision, completed development means (i) that the temporary or final certificate of occupancy has been issued for at least one unit in one of the residential apartment buildings within the development, or (ii) that at least one IRS Form 8609 has been issued for one of the residential apartment buildings within the development. As used in this section, a Housing Credit development that contains multiple buildings is a single development regardless of the number of

buildings within the development for which an IRS Form 8609 has been issued.

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

Required Developer Prior Experience

Complete the prior experience chart for each 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) Developer Experience with Corporation funded Developments (5 points)

(i) To be awarded five points in this RFA

Applications will be awarded five points if no Principal named in this RFA is also listed as a Developer, co-Developer or Principal of the Developer named on the Principals Disclosure Form included in RFA 2022-201, 2022-202, 2022-203, 2023-103, 2023-106, 2023-108, 2023-201, 2023-202, and 2023-203, where an Application has been withdrawn any time subsequent to the applicable RFA's Application Deadline, but on or before the execution of the Carryover Allocation Agreement(s) and payment of the Administrative Fee(s) for such Application(s).

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

(ii) The Developer Experience with Corporation funded Developments

In an effort to encourage the submission of quality Applications, the Corporation will award points in certain future RFAs if neither of the following apply:

(A) Withdrawals prior to a certain period of time

Applicants and Developers are on notice that any Application submitted in this RFA that is withdrawn any time subsequent to the Application Deadline but on or before the execution of the Carryover Allocation Agreement and payment of the Administrative fee will

(if the future RFA so provides) result in a point reduction in the scoring of Developer experience in future Applications in which the Developer, Co-Developer or any Principal of the Developer(s) named in the Developer section of the Principals of the Applicant and Developer(s) Disclosure Form of the withdrawn Application is named for purposes of satisfying the Developer experience requirement in the future Application.

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

(B) Requests for additional Corporation Funding for a recently funded Development

Applications that request additional Corporation funding due to sizing (e.g., Viability Loan Funding or similar), regardless of whether the request is via approval of the Board of Directors or application of funds through a competitive process will, if the future RFA so provides, result in a point reduction in the scoring of Developer experience in future Applications in which the Developer, Co-Developer or any Principal of the Developer(s) named in the Developer section of the Principals of the Applicant and Developer(s) Disclosure Form of the withdrawn Application is named for purposes of satisfying the Developer experience requirement in the future Application.

(c) Reduction in number of Priority 1 Application submissions allowed in the Future Corresponding RFA cycle

Applicants must either (i) close on the SAIL funding by the closing deadlines as set forth in Rule Chapter 67-48, F.A.C. and close on the limited partnership agreement or limited liability company operating

agreement, as applicable, by the closing deadlines as set forth in the Carryover Allocation Agreement; or (ii) if the Development has any HUD funding, including but not limited to rental subsidy, development funding, or insured mortgage financing, at least 90 days prior to the closing deadline set forth in the Carryover Allocation Agreement, the Applicant must submit evidence to the Corporation that the Financing Plan, Subsidy Layering Review Package, rental subsidy transfer documentation, or Firm Commitment Application, or similar necessary documentation for the application process has been submitted to HUD or the Public Housing Authority, as applicable. If the Application fails to meet these requirements and either requires a closing extension or withdraws from funding, or does not submit the required documentation outlined in (ii) above to HUD or the Public Housing Authority as applicable within the stated time frame, the Principals of the Application will be prohibited from submitting Priority 1 Applications in the Future Corresponding RFA cycle, (e.g., RFA 2026-106 Financing to Develop Housing for Persons with Disabling Conditions/Developmental Disabilities).

c. Principals Disclosure for the Applicant and for each Developer

(1) Eligibility Requirements

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

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

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

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

Applicants will receive 5 points if the uploaded Principal Disclosure Form is either (a) stamped “Approved” at least 14 Calendar Days prior to the Application Deadline; or (b) stamped “Received” by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped “Approved” prior to the Application Deadline.

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

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

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

(3) Designation of Priority 1 and 2 Applications

Principals of Applications in this RFA are limited to two Priority 1 Application submissions in this RFA if at least one of the two Priority 1 Applications have more than one Developer, but only one Developer within that Application meets the Developer Experience Requirements described in 3.b.(3)(a) above. All other Principals of Applications in this RFA are limited to one Priority 1 Application submission in this RFA.

Note: In the context of a joint venture between a Public Housing Authority ("PHA") (or an instrumentality of a PHA) and a Developer(s), separate Applicants are not considered Related Applications if the only connection is a joint venture between the Developer and a PHA or instrumentality of a PHA. In this situation, the Applicants' total number of Applications remain independent/autonomous of one another's Related Applications tally.

However, in all circumstances, PHAs, Applicants, and Developers are still subject to the Priority 1 Application limitations per entity.

The Corporation will review the entire Application submission to determine whether the Applicant has submitted more than the allowed number of Priority 1 Related Applications.

If, during scoring, it is determined that the maximum set forth above was exceeded, all Applications affiliated with the Principals of the affected Applications will be deemed Priority 2. If, after awards are made, it is determined that the maximum set forth above was exceeded, the award(s) for the affected Applications will be rescinded and all Principals of the affected Applications may be subject to material misrepresentation, even if the Related

Applications were not selected for funding, were deemed ineligible, or were withdrawn.

If no designation is made in Exhibit A, the Application will be considered a Priority 2 Application. There is no limit to the number of Priority 2 Applications that can be submitted.

- (4) 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) 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 approval of the Credit Underwriter, as well as approval of the Board prior to the change, and (ii) any non-material\* change will require review and approval of the Corporation prior to the change. Changes to the Applicant entity (material or non-material\*) prior to the loan closing or without Board or Corporation approval, as applicable, after the loan closing 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. for the duration of the Compliance Period. Changes to the limited partner of an investor limited partnership or an investor member of a 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, shall require Corporation approval. 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. An updated Principals of the Applicant and Developer(s) Disclosure Form is required for all change requests.

\*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. 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)
- 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.

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 Total Development Cost Limitation Test calculation and 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 reflecting the number of units within each of the Development Categories, Development Types, or ESS/non-ESS Construction.

**5. Location of Proposed Development**

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

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

b. Provide the Address of the Development site

Indicate (1) the address number, street name, and name of city, and/or (2) the street name, closest designated intersection, and either name of city or unincorporated area of county. If the proposed Development consists of Scattered Sites, this information must be provided for each of the Scattered Sites. Note: Developments are limited to three Scattered Sites.

c. State whether the Development consists of Scattered Sites.

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

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

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

All successful Applicants will be awarded NHTF Funding for the Required 22% Units and also any Optional 22% Units, and therefore will be required to comply with the HUD environmental requirements as provided in 24 CFR 93.301(f)(1) and (2).

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

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

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

Applicants that are not eligible for NHTF Funding whether due to requirements such as the HUD environmental requirements as provided in 24 CFR 93.301(f)(1) and (2), or due to a depletion of NHTF Funding available may instead be awarded an equivalent amount of funding through Home Investment Partnerships Program (HOME) From The American Rescue Plan Act (HOME-ARP). Although the HUD environmental requirements provided in 24 CFR 93.301(f)(1) and (2) do not apply; however, 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.

## 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.
  - (1) Applicants that commit to serve the Persons with a Disabling Condition Demographic Commitment:
    - (a) The minimum number of units in the Development is 30.
    - (b) There is no maximum number of units.
  - (2) Applicants that commit to serve the Persons with Developmental Disabilities Demographic Commitment:
    - (a) The minimum number of units in the Development is 30.
    - (b) The maximum number of units in the Development is 60.
- b. If there are existing occupied units and if the Development is funded, a plan for relocation of existing tenants will be required to be provided to the Credit Underwriter, as outlined in Exhibit D.
- c. 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. **The Applicant is not eligible for ELI funding.**
- (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. If the Applicant committed to the Persons with Disabling Condition Demographic Commitment, one-third of the required ELI Set-Aside units, (i.e., five percent of the total units), are eligible for ELI funding up to the maximum ELI request amounts outlined in the RFA as further 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 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 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.

Applicants that committed to the Average Income Test will not be eligible to receive ELI Funding.

<b>County</b>	<b>2023 ELI AMI</b>	<b>0 &amp; 1 Bedroom Units</b>	<b>2 Bedroom Units</b>	<b>3 &amp; Higher Bedroom Units</b>
Alachua	40%	\$62,100	\$72,800	\$82,200
Bay	40%	\$56,400	\$66,100	\$74,600
Brevard	40%	\$61,600	\$72,300	\$81,500
Broward	33%	\$92,900	\$109,100	\$122,900
Charlotte	40%	\$55,100	\$64,400	\$72,700
Citrus	40%	\$47,000	\$55,100	\$62,200
Clay	40%	\$63,500	\$74,300	\$83,900
Collier	33%	\$96,700	\$113,300	\$127,800
Duval	40%	\$63,500	\$74,300	\$83,900
Escambia	40%	\$58,700	\$68,700	\$77,500
Flagler	40%	\$56,600	\$66,300	\$74,900
Hernando	40%	\$62,300	\$73,000	\$82,400
Highlands	40%	\$47,000	\$55,100	\$62,200
Hillsborough	40%	\$62,300	\$73,000	\$82,400
Indian River	40%	\$56,800	\$66,500	\$75,100

Lake	40%	\$62,900	\$73,800	\$83,300
Lee	40%	\$61,000	\$71,500	\$80,800
Leon	40%	\$61,600	\$72,300	\$81,500
Manatee	35%	\$82,000	\$96,000	\$108,300
Marion	40%	\$47,200	\$55,300	\$62,300
Martin	40%	\$60,800	\$71,100	\$80,200
Miami-Dade	33%	\$100,000	\$117,100	\$132,200
Okaloosa	35%	\$83,400	\$97,800	\$110,300
Orange	40%	\$62,900	\$73,800	\$83,300
Osceola	40%	\$62,900	\$73,800	\$83,300
Palm Beach	33%	\$94,300	\$110,500	\$124,700
Pasco	40%	\$62,300	\$73,000	\$82,400
Pinellas	40%	\$62,300	\$73,000	\$82,400
Polk	40%	\$51,200	\$59,900	\$67,600
Santa Rosa	35%	\$58,700	\$68,700	\$77,500
Sarasota	40%	\$82,000	\$96,000	\$108,300
Seminole	40%	\$62,900	\$73,800	\$83,300
St. Johns	40%	\$63,500	\$74,300	\$83,900
St. Lucie	40%	\$60,800	\$71,100	\$80,200
Sumter	40%	\$57,200	\$67,000	\$75,500
Volusia	40%	\$55,400	\$65,000	\$73,300

The portion of the SAIL loan that is attributable to the ELI Units is a forgivable loan.

(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 will be eligible for forgivable NHTF or HOME-ARP loan funding as outlined in Section Four, A.10.a.(3) and Exhibit H 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.

(d) 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 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 NHTF Funding as outlined in Exhibit H 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. Because the Applicant committed to the Average Income Test, the Applicant is not eligible for ELI funding. 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 NHTF Funding as outlined in Exhibit H 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 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 NHTF Funding as outlined in Exhibit H of this RFA.

- (e) 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.

(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 for both the Housing Credit and SAIL charts. If the Total Set-Aside Breakdown Chart reflects that either the Total Set-Aside Percentage or the ELI commitment does not meet the Set-Aside requirements, this Application will not be eligible for funding.

Note: Because 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.

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.

(2) Unit Mix Restrictions

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

Note: Only Developments that will serve the Persons with a Disabling Condition Demographic Commitment are eligible to apply for SAIL funding. 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

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

(1) Demographic Commitments

- (a) Applicants must irrevocably commit to the Demographic Commitment selected at question 2.a. of Exhibit A for a minimum of 50 years.
- (b) Applicants that commit to serve the Persons with a Disabling Condition Demographic Commitment must irrevocably commit to the Persons with a Disabling Condition population(s) Demographic Commitment selected at question 2.b. of Exhibit A for a minimum of 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).

(2) Income Set-Aside Commitments

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

If the Applicant did not commit to the Average Income Test, after 15 years all of the ELI Set-Aside Units that were associated with the ELI 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.

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

Applicants that commit to serve the Persons with Developmental Disabilities Demographic Commitment must irrevocably commit to the income set-aside commitments stated in the Total Set-Aside Breakdown Chart for a minimum of 50 years and, if the 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.

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

### Site Control

Demonstrate site control by providing, as **Attachment 5** 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.

a. Eligible Contract

An eligible contract must meet all of the following conditions:

- (1) It must have a term that does not expire before May 31, 2024 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 May 31, 2024;

- (2) It must specifically state that the buyer's remedy for default on the part of the seller includes or is specific performance;
- (3) 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
- (4) 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.

b. 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.

c. Lease

- (1) 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.
- (2) 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:
  - (a) It must have a term that does not expire before May 31, 2024 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 May 31, 2024;
  - (b) 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
  - (c) 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.

## **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 at least 100 Mbps download and 20 Mbps upload 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;
  - For non-fully accessible units, at least one bathroom must have grab bars in the shower/tub and blocking around the toilet, with blocking (or an alternative) in other bathrooms;
  - 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.
  - Security features that include:
    - Cameras positioned to ensure safety at or in stairwells, elevators, outside entrances, and common areas; and
    - Security systems with 24-hour video recording; and

- Management/staffing placed at the front desk/main lobby during all business hours.

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

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

Dwelling units with Communication Features in the 2010 ADA Standards for Accessible Design.

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

(2) Level 2 Accessibility Requirements

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

- (a) Set aside a minimum of five percent of the total units, rounded up, as fully accessible units in accordance with the 2010 ADA Standards for Accessible Design. 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](#)).

(3) Accessibility Preference

- (a) Accessibility Preference Qualifications for Level 1

Applicants that commit to the Demographic Categories that require Level 1 Accessibility Requirements will qualify for the Accessibility Preference used in the funding selection process if the Applicant commits to the following higher accessibility requirements instead of

those required in (1) above:

- (i) Set aside a minimum of 25 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
- (ii) Set aside at least an additional 15 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. These units are in addition to the number of units required for mobility impaired persons.

(b) Accessibility Preference Qualifications for Level 2

Applicants that commit to the Demographic Categories that require Level 2 Accessibility Requirements will qualify for the Accessibility Preference used in the funding selection process if the Applicant commits to the following higher accessibility requirements instead of those required in (2) above:

- (i) 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
- (ii) Set aside at least an additional two units 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. These units are in addition to the number of units required for mobility impaired

persons.

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 and living rooms;
- Air Conditioning (in-unit or commercial):
  - Air-Source Heat Pumps – Energy Star certified:
    - $\geq 7.8$  HSPF2/  $\geq 15.2$  SEER2/  $\geq 11.7$  EER2 for split systems
    - $\geq 7.2$  HSPF2  $\geq 15.2$  SEER2/  $\geq 10.6$  EER2 for single package equipment including gas/electric package units
  - Central Air Conditioners – Energy Star certified:
    - $\geq 15.2$  SEER2/  $\geq 12.0$  EER2 for split systems
    - $\geq 15.2$  SEER2/  $\geq 11.5$  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 6**. 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:



County Category*	Eligible Housing Credit Request Limit
Medium County	\$2,142,000
Large County	\$2,992,500

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

(b) Declaration as First Phase of a Multiphase Development

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

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

(c) Basis Boost Qualifications

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

(i) Subsequent Phase of a Multiphase Development

For purposes of this RFA, a subsequent phase of a multiphase Development is one where the first phase was located within a HUD-designated DDA or HUD-designated QCT and appropriately identified as such, and received an award of Housing Credits (“initial award”) in one of the following: (i) the 2011 Universal Application Cycle, (ii) a Request for Proposal or Request for Application (“RFP” or “RFA”) issued in calendar year 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 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 HUD-designated non-metropolitan DDAs are available on the webpage <https://www.huduser.gov/portal/datasets/qct.html> (also available by clicking [here](#)).

(iv) HUD-designated QCT

A proposed Development may qualify as a first phase and be eligible for the basis boost in subsequent RFAs if the entire Development is located, as of Application Deadline, within a HUD-designated QCT, as defined in Section 42(d)(5)(B)(ii), IRC, as amended and based on the current census, as determined by HUD.

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

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

(v) Demographic Basis Boost

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

(d) Housing Credit Equity Proposal

A Housing Credit equity proposal must be provided as **Attachment 7**. 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 7** to the Application:
- The proposed amount of equity to be paid prior to construction completion;
  - The anticipated Housing Credit Request Amount;
  - The anticipated dollar amount of Housing Credit allocation to be purchased; and
  - The anticipated total amount of equity to be provided.

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

- (2) SAIL must be requested by all Applicants that commit to the Persons with a Disabling Condition Demographic Commitment. Total SAIL Request Amount is the Base Loan Amount plus ELI Amount as described below.

The SAIL loan shall be non-amortizing with an interest rate as outlined in Section Four A.2.a.(2) of the RFA. The terms and conditions of the SAIL loan are further outlined in Rule Chapter 67-48, F.A.C. The portion of the SAIL loan that is attributable to the ELI Funding is a forgivable loan [with an interest rate of zero percent per annum](#).

- (a) SAIL Base Loan Request Amount

State the amount of the SAIL Base funding being requested in Exhibit A and on the Development Cost Pro Forma.

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

- (i) \$6,000,000;

(ii) 35 percent of the Total Development Cost (which includes the ELI Amount).

(b) ELI Amount

Applicants that committed to the Average Income Test will not be eligible to receive ELI Funding.

All other Applicants that commit to the Persons with a Disabling Condition Demographic Commitment and not the Average Income Test are eligible for ELI 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.

The ELI funding the proposed Development is eligible to receive should be stated in Exhibit A, as well as on the Construction/Rehab and Permanent Analysis. Note: Applicants are limited to a total SAIL Request (SAIL plus ELI) that cannot exceed \$4,800,000. Applicants not requesting the maximum amount of ELI funding will still be required to set aside 15 percent of the total units in the proposed Development to serve Extremely Low Income Households. If the Applicant lists an amount of ELI 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 funding amount will be limited to an amount not to exceed the ELI Set-Aside per unit limits that are dependent upon the proposed Development's unit mix and the county where the proposed Development is located, as outlined on the chart at Section Four, A.6. above. For each proposed ELI Set-Aside unit, the proposed Development must take a unit that would otherwise be at 60 percent AMI or higher and restrict it as an ELI Set-Aside unit. The 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 SAIL and/or ELI Request Amount that is greater than the amount the Applicant is eligible to request, the Corporation will reduce the amount down to the maximum amount the Applicant is eligible to request. The Applicant's SAIL and ELI Request Amount will be reviewed for compliance with the per unit limit and per Development limit. If the SAIL Request Amount plus the ELI Request Amount exceeds

the maximum allowed, the SAIL amount will be reduced so that the maximum of SAIL plus ELI is equal to the maximum allowed.

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

- (4) NHTF Loan Funding or HOME-ARP Loan Funding

Applicants are eligible for NHTF or 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 H and Exhibit I of the RFA.

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

This funding may be included as a source on the Development Cost Pro Forma for scoring purposes; however, because NHTF or 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 H and Exhibit I of the RFA.

- (5) 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 8** to Exhibit A.

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, 2024. 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. 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.



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

In the case where the seller (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.

- (a) 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.
- (b) The loan amount may be conditioned upon an appraisal or debt service coverage ratio or any other typical due diligence required during credit underwriting.
- (c) Financing proposals may be conditioned upon the Applicant receiving the funding from the Corporation for which it is applying.
- (d) 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.
- (e) 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 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 costs, 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, if the Applicant's funding Request Amount is adjusted downward, and/or if the anticipated costs or uses are adjusted upward, 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. If it is demonstrated that an Applicant failed to disclose anticipated costs, the Applicant will be deemed ineligible if those undisclosed costs cause a funding shortfall.

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."

Within the General Development Costs section of the Development Cost Pro Forma, there are line items for Professional Fees, Insurance(s), Local Government Fees & Taxes, FHFC Costs & Fees, and Tenant Relocation Costs. The following are examples of these costs:

- Professional Fees may include Accounting Fees, Appraisal, Architect's Fees, Capital Needs Assessment, Engineering Fees, Environmental Report, Green Building Certification/HERS Inspection Costs, Inspection Fees, Legal Fees, Market Study, Marketing/Advertising, Soil Test Report, Survey and Title Insurance & Recording Fees.
- Insurance(s) may include Builder's Risk Insurance.
- Local Government Fees & Taxes may include Building Permit, Impact Fees, Property Taxes and Utility Connection Fee.
- FHFC Costs & Fees may include the Corporation's fees such as Administrative Fee, Application Fee, Compliance Fee and PRL/Credit Underwriting 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,

contingency reserve or operating deficit reserve that exceeds the stated Application limits, the Corporation will adjust the fee to the maximum allowable.

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. 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 can be included as part of Total Development Costs, but cannot be used in determining the maximum Developer Fee (i.e., be a part of Development Costs). Applicants may enter an operating deficit reserve amount that does not exceed \$3,500 per unit 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. If any reserve other than the permitted contingency reserve(s) or the maximum operating deficit reserve and the Developer Fee subset, if applicable, is identified and included in the Development Cost Pro Forma, the Corporation will reduce it to the maximum allowed 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 SAIL Base Request Amount (exclusive of the ELI amount) or Grant Request Amount, as applicable

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

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

The financing proposal documentation or other related support documentation for the Qualifying Financial Assistance must be provided in accordance with Item 10.b. above and will be reviewed for financing terms, including the ability to fund if the funds are not coming from a Regulated Mortgage Lender, and must meet all stated requirements to be counted as a permanent funding source in order to be considered Qualifying Financial Assistance. 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 Total Development Cost Limitation Test calculation described in Item 1 of Exhibit C of the RFA, and the PHA Add-On used in the Leveraging Calculation described in Item 2 of Exhibit C if at least one of the following is met:

- (1) The Applicant has 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.

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

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

**Safety**

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

**Accommodations for Mobility and Sensory Impairments**

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

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

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

**Application of the Construction Features Deduction:**

***During the credit underwriting and Final Cost Certification Process***

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

All qualifying costs will initially be subtracted from the Total Development Cost. That adjusted Total Development Cost will be used to determine whether the Total Development Cost Limitation Test is met using the methodology in Item 1 of Exhibit C of this RFA, with all multipliers and TDC Add-Ons that apply. An Applicant that qualifies for



the Construction Features Deduction must pass both TDC PU Limitation tests at time of credit underwriting and at time of final cost certification.

## **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 two business days 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.

Applications must achieve at least 87.5 percent of the total amount of points available in the RFA to be eligible for funding.

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.

**For Disabling Conditions Demographic Selections**

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

All Applicants must describe in detail the Persons with a Disabling Condition population(s) and Homeless population(s) to be served; or Persons with Developmental Disabilities population(s) to be served. For example, a subpopulation might be Persons who are chronically homeless with mental illness or veterans with brain or spinal cord injuries. Applicants must provide a detailed description of the household characteristics and permanent housing needs and preferences of the intended residents. This information will provide context to the Corporation when reviewing and scoring the 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 of 60 points\*)

As specified in each section below, provide a description of the Applicant's operational and management policies and procedures for the intended residents. Responses will be evaluated based on the strength of information provided regarding the Applicant's experience and capacity with integrating the functions of operations and management of permanent supportive housing 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.

a. Operations (Maximum 30 points)

Description should include experience in the operation of permanent supportive housing, demonstrating the property has well-established permanent supportive housing protocols and staff supervision. This section should also consist of a description of the current plans for the allocation of organizational resources to implement and sustain the new operations at the proposed Development. Responses to this item will be evaluated based on the strength of information provided regarding the experience as well as current capacity of the Applicant in overseeing the operation of permanent supportive housing, including, but not limited to, the following:

- Administration of services coordination activities;
- Procedures and training for the different roles of owner, supportive services provider, and property manager
  - Procedures and training for staff in crisis intervention and management
  - Procedures for resolving disagreements between the various staff roles (owner, service provider, property manager)
- Funding for the supportive services that will be used for the Development
  - Explain how positions are funded for services staff positions. If services are contracted, describe the length of the contract.
  - Describe how each of the different roles (owner, service provider, property manager) have responded to reductions in funding/resources or increased costs in the previous 5 years.
- Procedures and training for tenant applications, tenant selection, move-in, and lease-up
  - Appeals process for applications that are rejected or determined ineligible
  - Eviction protocols and prevention
- Approach to implementation and coordination of the Housing First model
  - Approach to tenants' substance abuse issues related to lease enforcement and eviction
- All aspects of financial management
- Long-term asset management, including but not limited to, risk control techniques, property condition assessments, capital improvements, and rent roll analysis
- Safety and security of residents, staff, and property
- Procedures for overall leasing, lease enforcement and rent collections
- Compliance with federal, state, and local regulatory and funding issues, including experience with subsidized or assisted housing
- Data analytics on outcomes supporting housing stability and self-sufficiency of the intended residents (collecting data, creating a method of organizing, and reporting on outcome data points)

The description is limited to no more than four 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. Management (Maximum 30 points)

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. Response should demonstrate the skills and experience in serving the intended population. The response should, at a minimum, describe the experience with the following issues:

- Experience in working with people who were formerly homeless and/or have special needs
- Experience with implementation of the Housing First model
- Experience with collaborating with services providers on-site and in the community
- Responsibility for implementing application processes, screening, selection, orientation/move-in
- Day-to-day operations implementing lease enforcement and rent collections
- Experience working with eviction protocols and prevention
- Crisis intervention and management
- Appeals process
- Responding to safety and security concerns of the residents
- Addressing residents' issues related to house rules, access to common areas and safety concern
- Maintenance of the physical plant
- Procedures for handling work orders

The description is limited to no more than four 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.

\* Applications that achieve at least 90 percent of the combined points awarded in this section will qualify for the Operating/Managing Experience Points Preference used in the Selection Process outlined in Section Five of the RFA.

3. Access to Community-Based Services and Resources (Maximum of 35 points)

The ability of the tenants at the proposed Development to access necessary general and specific 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.

Describe the availability of services and resources that are near the proposed Development's location that meet the needs of the tenants. Include the type of services such as shopping for groceries, medicine, clothing, and other household and personal items as well as access to public schools, higher education, and training and employment opportunities. Description should also include primary care and behavioral health resources and other supportive services that are appropriate for the intended tenants. The description must include the proximity of the services to the proposed Development by the exact mileage and how the intended residents will access these services.

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

- Strength of description of the services as provided in the directions below;
- Strength of description of the partners, roles of each, and capacity of the partners that will provide or facilitate access to these services;
- 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 services, including the modes, options and availability of transportation for residents to get to and from these resources; *and*
- Strength of description of how the Applicant believes that the access outlined 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.

The description should include the following:

- a. The Development's physical proximity in exact mileage to grocery stores, other shopping options, pharmacies, public schools, any employment opportunities/hubs, and higher education institutions.
- b. The Development's physical proximity to health care, behavioral health, and supportive services, and/or which services/programs will be provided on-site. If not provided on site, give the Development's physical proximity in exact mileage to these services/programs.
- c. Community-based services and resources that require the use of technology, such as computers, smartphone apps, etc., any technical assistance given to residents.
- d. All key supportive services and programs that will be provided directly through the Applicant for the residents of the proposed Development. Describe the source of services funding that will be used for the Development. If services are contracted, describe the length of the contract.
- e. All key supportive services and programs that will be provided directly through community partnership or other providers to assist the intended residents, and the benefits of offering these services/programs. Include 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.

- f. 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.

The description is limited to no more than four 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 (Maximum of 15 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.

**For Developmental Disabilities Demographic Selections**

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

All Applicants must describe in detail the Persons with a Disabling Condition population(s) and Homeless population(s) to be served; or Persons with Developmental Disabilities population(s) to be served. For example, a subpopulation might be Persons who are chronically homeless with mental illness or veterans with brain or spinal cord injuries. Applicants must provide a detailed description of the household characteristics and permanent housing needs and preferences of the intended residents. This information will provide context to the Corporation when reviewing and scoring the 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 of 70 points\*)

As specified in each section below, provide a description of the Applicant's operational and management policies and procedures for the intended residents. Responses will be evaluated based on the strength of information provided regarding the Applicant's experience and capacity with integrating the functions of operations and management of permanent supportive housing 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.

a. Operations (Maximum 35 points)

Description should include experience in the operation of permanent supportive housing, demonstrating the property has well-established permanent supportive housing protocols and staff supervision. This section should also consist of a description of the current plans for the allocation of organizational resources to implement and sustain the new operations at the proposed Development.

Responses to this item will be evaluated based on the strength of information provided regarding the experience as well as current capacity of the Applicant in overseeing the operation of permanent supportive housing, including, but not limited to, the following:

- Administration of services coordination activities;
- Procedures and training for the different roles of owner, supportive services provider, and property manager
  - Procedures and training for staff in crisis intervention and management
  - Procedures for resolving disagreements between the various staff roles (owner, service provider, property manager)
- Funding for the supportive services that will be used for the Development

- Explain how positions are funded for services staff positions. If services are contracted, describe the length of the contract.
- Describe how each of the different roles (owner, service provider, property manager) have responded to reductions in funding/resources or increased costs in the previous 5 years.
- Procedures and training for tenant applications, tenant selection, move-in, and lease-up
  - Appeals process for applications that are rejected or determined ineligible
  - Eviction protocols and prevention
- Approach to implementation and coordination of the Housing First model
  - Approach to tenants' substance abuse issues related to lease enforcement and eviction
- All aspects of financial management
- Long-term asset management, including but not limited to, risk control techniques, property condition assessments, capital improvements, and rent roll analysis
- Safety and security of residents, staff, and property
- Procedures for overall leasing, lease enforcement and rent collections
- Compliance with federal, state, and local regulatory and funding issues, including experience with subsidized or assisted housing
- Data analytics on outcomes supporting housing stability and self-sufficiency of the intended residents (collecting data, creating a method of organizing, and reporting on outcome data points)

The description is limited to no more than four 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. Management (Maximum 35 points)

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. Response should demonstrate the skills and experience in serving the intended population. The response should, at a minimum, describe the experience with the following issues:

- Experience in working with people who were formerly homeless and/or have special needs
- Experience with implementation of the Housing First model
- Experience with collaborating with services providers on-site and in the community

- Responsibility for implementing application processes, screening, selection, orientation/move-in
- Day-to-day operations implementing lease enforcement and rent collections
- Experience working with eviction protocols and prevention
- Crisis intervention and management
- Appeals process
- Responding to safety and security concerns of the residents
- Addressing residents' issues related to house rules, access to common areas and safety concern
- Maintenance of the physical plant
- Procedures for handling work orders

The description is limited to no more than four 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.

\* Applications that achieve at least 90 percent of the combined points awarded in this section will qualify for the Operating/Managing Experience Points Preference used in the Selection Process outlined in Section Five of the RFA.

3. Access to Community-Based Services and Resources (Maximum 40 points)

The ability of the tenants at the proposed Development to access necessary general and specific 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. Describe the availability of services and resources that are near the proposed Development's location that meet the needs of the tenants. Include the type of services such as shopping for groceries, medicine, clothing, and other household and personal items as well as access to public schools, higher education, and training and employment opportunities. Description should also include primary care and behavioral health resources and other supportive services that are appropriate for the intended tenants. The description must include the proximity of the services to the proposed Development by the exact mileage and how the intended residents will access these services.

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

- Strength of description of the services as provided in the directions below;
- Strength of description of the partners, roles of each, and capacity of the partners that will provide or facilitate access to these services;
- 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 services, including the modes, options and availability of transportation for residents to get to and from these resources; *and*
- Strength of description of how the Applicant believes that the access outlined 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.

The description should include the following:

- a. The Development's physical proximity in exact mileage to grocery stores, other shopping options, pharmacies, public schools, any employment opportunities/hubs, and higher education institutions.
- b. The Development's physical proximity to health care, behavioral health, and supportive services, and/or which services/programs will be provided on-site. If not provided on site, give the Development's physical proximity in exact mileage to these services/programs.
- c. Community-based services and resources that require the use of technology, such as computers, smartphone apps, etc., any technical assistance given to residents.
- d. All key supportive services and programs that will be provided directly through the Applicant for the residents of the proposed Development. Describe the source of services funding that will be used for the Development. If services are contracted, describe the length of the contract.
- e. All key supportive services and programs that will be provided directly through community partnership or other providers to assist the intended residents, and the benefits of offering these services/programs. Include 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.
- f. 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.

The description is limited to no more than four 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.

**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 a Disabling Condition population selected, if applicable
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> </ul>
<ul style="list-style-type: none"> <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, if applicable
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
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 SAIL or Grant Request Amount provided, as applicable
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
Development Cost Pro Forma provided reflecting that sources equal or exceed uses
Financial Arrearage 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 145 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

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 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.

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 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 ten 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**

General Point Items	Maximum Points	Maximum Points
---------------------	----------------	----------------

	<b>Disabling Conditions</b>	<b>Developmental Disabilities</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	5
Bookmarking Attachments prior to submission	5	5
Submission of Executive Director Certification of Non-Profit Entity Qualifications Form (Rev. 10-2021) stamped “Received” by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped “Approved” prior to the Application Deadline	10	10
Submission of Corporation-approved Pre-Application Meeting or Experience form that meets the requirements of the RFA	10	10
Developer Experience with Corporation funded Developments	5	5
Operating/Managing Experience	60	70
Access to Community-Based Services and Resources:	35	40
Assist Intended Residents in Meeting their Housing Stability and Self-Sufficiency Needs, Goals and Expectations	--	--
Permanent Housing Stability	10	10
Self-Sufficiency	10	10
Involvement in the Local Homeless Resources Network	15	--
<b>Total Possible Points*</b>		<b>165</b>

\* Applications must achieve at least 87.5 percent of the total points available in the RFA to be eligible for funding (165 x 0.875 = 144.375, rounded up to 145).

**B. Selection Process**

**1. Funding Available**

Applications will be selected for funding only if there is enough HC Funding available to fully fund the Eligible HC Request Amount for the applicable county size and also enough SAIL funding available to fully fund the Eligible Total SAIL Request (“Funding Tests”).

- a. Competitive Housing Credits: \$3,264,800

- b. SAIL: \$6,000,000
- c. Grant Funding: \$4,600,000

## **2. Application Sorting Order**

The highest scoring Applications will be determined by first sorting together all Priority 1 Applications in the following order:

- a. First, by Operating/Managing Permanent Supportive Housing Experience Points Preference described in Section Four, C. of the RFA;
- b. Next, by the Accessibility Preference described in Section Four, A.8.c. of the RFA;
- c. Next, by the Application's eligibility for the Qualifying Financial Assistance Funding Preference as described in Section Four, A.10.d. of the RFA, (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);
- d. Next, by the Application's Leveraging Classification, with Applications having an A above those with a B as further described in Item 2 of Exhibit C;
- 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.

This same sorting order will then be applied to all Priority 2 Applications.

## **3. Goals**

The Corporation has a goal to fund one Application that will serve the Demographic Commitment of Persons with Developmental Disabilities, with a preference that it be a Priority 1 Application.

## **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.

Throughout the selection process, the Corporation will prioritize eligible unfunded Priority 1 Applications that meet the Funding Test and are located within counties that have the lowest County Award Tally above other eligible unfunded Priority 1 Applications with a higher County Award Tally that also meet the Funding Test, even if the Priority 1 Applications with a higher County Award Tally are higher ranked, and above all Priority 2 Applications.

The Corporation will prioritize eligible unfunded Priority 2 Applications that meet the Funding Test and are located within counties that have the lowest County Award Tally above other

eligible unfunded Priority 2 Applications with a higher County Award Tally that also meet the Funding Test, even if the Priority 2 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 Priority 1 Application that selected the Demographic Commitment of Persons with Developmental Disabilities. If this goal could not be met because there are no Priority 1 Applications that qualify, then the first Application selected for funding will be the highest-ranking eligible Priority 2 Application that selected the Demographic Commitment of Persons with Developmental Disabilities.

b. Remaining Funding

If funding remains, then the highest ranking eligible unfunded Priority 1 Applications that can be fully funded will be selected for funding, subject to the County Award Tally.

If funding remains after selecting all Priority 1 Applications that can be fully funded, then the highest ranking eligible unfunded Priority 2 Applications that can be fully funded will be selected for funding, subject to the County Award Tally.

If no eligible unfunded Applications can be fully funded, then no further Applications will be selected for funding and the remaining Housing Credits, Grants and SAIL funding will be distributed as approved by the Board.

**6. Returned Funding**

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

**SECTION SIX  
AWARD PROCESS**

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

The Committee shall conduct at least one public meeting during which the Committee members may discuss their evaluations, select Applicants to be considered for award, and make any adjustments deemed necessary to best serve the interests of the Corporation's mission. The Committee will list the

Applications deemed eligible for funding in order applying the funding selection criteria outlined in Section Five above and develop a recommendation or series of recommendations to the Board.

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

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

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

**Exhibit 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>“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</p>

	<p>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, 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</p>

	<p>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>“Related Application”</p>	<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>
<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</p>



	number of units at or below 80 percent AMI represented on the Total Set-Aside Breakdown Chart.
“Visitability”	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.

## Exhibit C – Additional Information

### 1. Total Development Cost Limitation Test

There is a maximum Developer Fee that can be earned which is tailored for the characteristics of each Development.

#### a. Overview

(1) Maximum Developer Fee based on Percentage of Development Cost as outlined in Rule 67-21, F.A.C. and/or 67-48, F.A.C.

(2) Maximum Developer Fee Amount based on Maximum Development Cost

The Corporation will calculate the Maximum Developer Fee for each proposed Development, then compare it to the proposed Development's stated Developer Fee. The Maximum Developer Fee Amount will be the sum of the maximum Developer Fee on non-Acquisition Costs calculated in (a) below and, if applicable, the maximum Developer Fee on Building Allocation portion of Acquisition Costs ("Building Allocation") as calculated in (b) below.

(a) Maximum Development Cost upon which a Developer Fee can be Earned when there are no Building Allocation Costs

(i) Hard Cost Factor Per Unit Chart plus estimate of Soft Costs Per Unit

The Non-Acquisition Costs for purposes of determining the maximum Developer Fee are calculated by first selecting the applicable hard cost factor for each unit in the chart below then incorporating an estimate of soft costs per unit.

Hard costs are defined as the total of the actual construction costs (includes the General Contractor Construction Contract and any construction costs to be incurred outside of the General Contractor Construction Contract), the General Contractor Fee and the approved Hard Cost Contingency. These costs are representative of what is normally reported on lines A1.3 and A1.4 in the Development Cost Pro Forma in the Application. The Hard Cost Factor per Unit amounts in the chart are not a limit of the actual hard costs allowed in each Development. Each Development's actual costs may exceed these amounts, but these are the maximums used in the Developer Fee calculation.

Measure	Hard Cost Factor per New Construction Unit					Hard Cost Factor per Rehabilitation Units	
	Garden Non-ESS*	Garden ESS*	Mid-Rise-Non-ESS*	Mid-Rise-ESS*	High-Rise*	Garden*	Non-Garden*
Hard Cost Factor Per Unit for all counties except Broward, Miami-Dade and Palm Beach counties	\$220,000	\$240,000	\$240,000	\$270,000	\$290,000	\$100,000	\$130,000
Hard Cost Factor Per Unit for Broward, Miami-Dade and Palm Beach counties	\$240,000	\$260,000	\$260,000	\$290,000	\$310,000	\$110,000	\$140,000

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

If there is only one unit type for the entire proposed Development, the number in the chart associated with the unit type is the Hard Cost Factor Per Unit for the Development.

If there are multiple unit types, the amount associated for each unique unit type is multiplied by the number of units for that unit type, added together, and then divided by the total number of units (i.e. pro rata distribution). The result of that calculation is the Hard Cost Factor Per Unit for the Development.

**Incorporate an Estimate of Soft Costs Per Unit**

The Hard Cost Factor Per Unit for the Development is then divided by 75 percent (resulting in a maximum of hard costs and soft costs per unit when calculating the Maximum Developer Fee, prior to Add-Ons, Multipliers, and Escalation Rate.)

- (ii) Then add applicable per unit TDC Add-On(s) to the result of (i) above

PHA Add-On for means (i) Applicants that either have a land lease with a PHA for the proposed Development's location 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 which has a Declaration of Trust between the PHA and HUD; or (ii) Applicants that have a PHA/instrumentality of a PHA as a Principal	\$7,500 of additional per unit costs will be added to the above Maximum TDC Per Unit to Applications that qualify for the PHA Add-On
--	--

- (iii) Then divide the result of (ii) above by the applicable TDC Multiplier(s).

Non-Geographic TDC Multiplier – Homeless Demographic	90%
Non-Geographic TDC Multiplier – Demographic Commitment of either Persons with a Disabling Condition or Persons with Developmental Disabilities	90%
Non-Geographic TDC Multiplier – All Developments that consist of 50 total units or less	90%
Non-Geographic TDC Multiplier – All Developments that consist of more than 50 total units, but not more than 80 total units	95%

\* If the proposed Development consists of Scattered Sites, the 50% TDC Multiplier applies only if all the sites are located south of Tavernier Creek.

- (iv) Then multiply the result of (iii) above by the sum of 1 plus 6 percent, which represents the Escalation Factor
- (v) Then multiply this result by the total number of units within the proposed Development to achieve the Maximum Development Cost upon which a Developer Fee can be Earned when there are no Building Allocation Costs (“**Maximum Non-Acquisition Development Cost for Developer Fee**”).

To obtain the **Maximum Developer Fee Amount on non-Acquisition Costs**, multiply the result of (v) by the maximum Developer Fee percentage allowed in the RFA as described below:

- If the maximum Developer Fee percentage stated in the RFA is 16 percent, the result of the calculation above is then multiplied by 16 percent, rounded down to the nearest dollar.
- If the maximum Developer Fee percentage stated in the RFA is 18 percent, the result of the calculation above is then multiplied by 18 percent, rounded down to the nearest dollar.
- If the maximum Developer Fee percentage stated in the RFA is 21 percent, the result of the two calculations below are added together:
  - the result of the calculation is then multiplied by 16 percent, rounded down to the nearest dollar; AND
  - the result of the calculation is then multiplied by 5 percent, rounded down to the nearest dollar.

If there is no Building Allocation costs, this **Maximum Developer Fee Amount on non-Acquisition Costs** is also the **Development’s Maximum Developer Fee**. If there is Building Allocation costs, the result of the fee calculation above is added to the result of the fee calculation below to determine the **Development’s Maximum Developer Fee**.

- (b) Maximum Developer Fee Amount on Building Allocation costs, if applicable

The Building Allocation costs are comprised of a Building Allocation plus Other building acquisition related costs of the existing Development,

together are typically represented by line B. in the Development Cost Pro Forma in the Application. The maximum Building Allocation is a structured calculation. Start by taking the lesser of either the appraised value of the entire property or the actual property purchase price. The lowest land cost allocation is then subtracted from this amount. The lowest land cost allocation methodology is determined as follows:

- (i) Appraised “as is” market value of the land, as if vacant;
- (ii) Assessed value of the land as provided by the county property appraiser; or
- (iii) Discount the value provided in the option (a) above to account for the LURA/EUA rent restrictions existing on the property. This is done by taking the lesser of the subject property’s acquisition price, or the subject property’s appraised “as is” restricted value and dividing this amount by the “as is” market value of the property as if unrestricted. The resulting discount factor is then multiplied by the value provided in option (a).

The lesser of the result of this maximum Building Allocation calculation or the Applicant’s stated Building Allocation is then added to any other separate acquisition costs associated with the Building Allocation and this total is multiplied further based on the maximum Developer Fee percentage allowed in the RFA as described below to obtain the Maximum Developer Fee Amount on Building Allocation:

- If the maximum Developer Fee percentage stated in the RFA is 16 percent, the result of the calculation above is then multiplied by 16 percent, rounded down to the nearest dollar.
- If the maximum Developer Fee percentage stated in the RFA is 18 percent, the result of the calculation above is then multiplied by 18 percent, rounded down to the nearest dollar.
- If the maximum Developer Fee percentage stated in the RFA is 21 percent, the result of the two calculations below are added together:
  - the result of the calculation is then multiplied by 16 percent, rounded down to the nearest dollar; AND
  - the result of the calculation is then multiplied by 5 percent, rounded down to the nearest dollar.

(3) Maximum TDC Component

The Maximum TDC Component equals the Maximum Non-Acquisition Development Cost for Developer Fee (as calculated in (2)(v) above) plus the maximum Developer Fee amount on non-acquisition costs (as calculated in (a) above) and then adding, if applicable, the maximum Developer Fee amount on Building Allocation (as calculated in (b) above). The Maximum TDC Component is unique to each Development and will not change once it is calculated. It will be used for calculations described in b. below. However, the maximum Developer Fee amount on Building Allocation costs, if applicable, can be

updated at time of Final Cost Certification Application Package review when the Other building acquisition related costs of the existing Development have changed since credit underwriting.

- b. Determining whether adjustments to the Developer Fee and the Total Development Cost of the proposed Development are needed during Credit Underwriting

The Total Development Cost of the proposed Development (“TDC of the Proposed Development”) is often adjusted during credit underwriting and Final Cost Certification process. The steps below are performed first during the credit underwriting process and then a similar process is completed during the Final Cost Certification process as presented in c. below. Any such adjustments that occurred during these processes may affect the maximum Developer Fee allowed for the proposed Development to fluctuate.

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

To review the maximum Developer Fee for the proposed Development, the Corporation will first determine if the stated Developer Fee is in compliance with the percentage Developer Fee limit and then compare the results of the calculation in a. above to the Developer Fee stated by the Applicant.

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

If this step creates a maximum Developer Fee that is less than the proposed Development’s stated Developer Fee, the stated Developer Fee will be reduced to the maximum Developer Fee provided in this step, and the TDC of the Proposed Development will be equally reduced to incorporate this mandated cost reduction.

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

The second review will compare the proposed Development’s Maximum TDC Component and the Net TDC of the Proposed Development for these limitation purposes.

*Calculating the Net TDC of the Proposed Development*

The Net TDC of the Proposed Development is determined by taking the TDC of the Proposed Development (after any reduction in the initially stated Developer Fee as provided above) and deducting the following qualifying costs:

- the property acquisition price (building and land, which are subject to their own limits);
- demolition costs;
- tenant relocation costs;
- construction costs associated with the delivery of commercial/retail space;

- Cost of certain construction features due to allowances for higher costs of enhanced safety and accessibility features (“Construction Features Deduction”) as further explained in Section Four, A.10.f. of this RFA; and
- any approved operating deficit reserves (ODR) that are part of the permanent phase (i.e., non-construction) financing for the Development which have not been included within the Developer fee.

*Comparison of the Development’s Maximum TDC Component and the Net TDC of the Proposed Development*

If the proposed Development’s Maximum TDC Component is equal to or greater than the Net TDC of the Proposed Development, the review of the Developer Fee is complete and no other reduction to the proposed Development’s Developer Fee is required.

If the proposed Development’s Maximum TDC Component is less than the Net TDC of the Proposed Development, the maximum Developer Fee calculated in a.(2) above will be reduced by the lesser of:

- (a) the actual amount that the Net TDC of the Proposed Development exceeds the Maximum TDC Component,
- (b) \$750,000, or
- (c) 25 percent of the Maximum Developer Fee calculated in a. above.

If the maximum Developer Fee calculated in this step is equal to or greater than the proposed Development’s Developer Fee calculated in b.(1) above, there will be no resulting deduction to the proposed Development’s Developer Fee after step b.(1) nor to the Net TDC of the Proposed Development from this second review.

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

This is the final review of the Developer Fee during credit underwriting.

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

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

Before each item below, the stated/updated Developer Fee will be tested to make sure it doesn’t exceed the amount determined by multiplying the proposed Development’s

stated Development Costs by the maximum Developer Fee percentage, rounded down to the nearest dollar.

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

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

The proposed Development's Developer Fee initially presented in the FCCAP will be tested for compliance with the maximum Developer Fee percentage requirement.

- (a) If the Net TDC of the Proposed Development preliminarily stated in the FCCAP (after any Developer Fee compliance adjustments from above) is less than or equal to the Maximum TDC Component calculated in a. above, no adjustment to the proposed Development's Developer Fee will be required and there will not be a need for the second review.
- (b) If the Net TDC of the Proposed Development preliminarily stated in the FCCAP (after any Developer Fee compliance adjustments from above) is greater than the Maximum TDC Component calculated in a. above there will be a need for the second review process below.

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

- (c) If the Net TDC of the Proposed Development preliminarily stated in the FCCAP is less than the TDC reported in the final credit underwriting report, the calculations in b. above will be repeated using the Net TDC of the Proposed Development preliminarily stated in the FCCAP. This may result in an increase to the final Developer Fee from the limit imposed at time of credit underwriting during steps b.(1)-(2).
- (d) If the Net TDC of the Proposed Development preliminarily stated in the FCCAP is greater than the Net TDC of the Proposed Development reported in the final credit underwriting report, the Developer Fee stated in the FCCAP is initially capped at the maximum Developer Fee determined in b.(2) above. If the Developer Fee stated in the FCCAP is greater than the maximum Developer Fee determined in b.(2) above, the Developer Fee will be reduced to match the maximum Developer Fee and any reduction in the stated Developer Fee will have a corresponding reduction in the Net TDC of the Proposed Development. There will be a need for the second review process below.

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

After the applicable step above in c.(1)(b) or c.(1)(d) is complete, the calculations described below will determine the final Developer Fee.

If the Net TDC of the Proposed Development after step (1) above is greater than the Maximum TDC Factor calculated in a. above, the maximum Developer Fee determined in b.(2) above, will be reduced by the lesser of:



- (i) the actual amount that the Net TDC of the Proposed Development exceeds the Maximum TDC Factor,
- (ii) \$350,000, or
- (iii) 10 percent of the Maximum Developer Fee calculated in (b) above.

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

If this step causes the maximum Developer Fee to be less than the Developer Fee stated in the FCCAP after c.(1) above, the stated Developer Fee will be reduced to the maximum Developer Fee calculated in this step, and the Net TDC of the Proposed Development will be equally reduced to incorporate this cost reduction.

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

## **2. Leveraging Classification**

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

All Priority 1 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, then added to the Eligible SAIL Request Amount, (exclusive of ELI Funding) or Eligible Grant Request Amount, as applicable; and
- b. If the proposed Development is located in Broward County, the amount will be multiplied by 0.88; and
- c. 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.

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 added to the Eligible SAIL Request Amount or Eligible Grant Request Amount, as applicable, 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.
- f. Assigning A/B Classification

The Priority 1 Applications will be listed in ascending order beginning with the Application that has the lowest amount of total Corporation funding per set-aside unit and ending with the Application that has the highest amount of total Corporation funding per set-aside unit. If any Applications have identical total Corporation funding per set-aside unit amounts, the Applications will be further sorted using lottery number, with the HIGHEST (worst) lottery number being listed first.

The total number of Priority 1 Applications on the list will be multiplied by 80 percent and the resulting figure will be rounded up to the next whole number (the resulting figure after rounding will be referred to as the "First Cut-Off"). A line will be drawn below the Application whose place on the list is equal to the First Cut-Off. The calculated Corporation Funding Per Set-Aside Amount associated with this Application will be multiplied by 1.10. Any Priority 1 Applications with a Corporation Funding Per Set-Aside Amount that is equal to or less than this result will be classified as Group A. Priority 1 Applications with a Corporation Funding Per Set-Aside Amount

that is greater than this amount will be classified as Group B. This will be repeated for any Priority 2 Applications as necessary.

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

### **3. Florida Job Creation Funding Preference**

Each Application will be measured to determine whether it qualifies for the Florida Job Creation Funding Preference. To determine eligibility for the preference, the Corporation will calculate the Application's Florida Job Creation score, which will reflect the number of Florida jobs per \$1 million of implied eligible housing credit equity and SAIL or Grant 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 2.60.

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 rate of 2.944 Florida Jobs per unit;
- The Eligible Housing Credit Request Amount; and
- The Eligible SAIL or Grant Request Amount.

The score for the Florida Rate of Job Creation per \$1 million of implied eligible housing credit equity and SAIL funding will be measured using the following calculation:

Number of units x 2.944 Florida Jobs per unit x 1,000,000 / (the Eligible Housing Credit Request Amount x 9.0 + total SAIL funding amount) = Florida Jobs per \$1 million of implied eligible housing credit equity and SAIL funding.

For example:

Application A consists of 80 units and has an Eligible Housing Credit Request Amount of \$1,650,000 and a total SAIL request amount (inclusive of SAIL ELI) of \$4,800,000.

$80 \times 2.944 \times 1,000,000 / (\$4,800,000 + \$1,650,000 \times 9.0) = \text{Florida Job Creation score of } 11.99.$

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
SAIL Loan Funding, NHTF Funding and HC	\$15,360 –SAIL Loan funding	+	\$5,146– HC + \$5,146 - NHTF	\$25,652
HC and Grant:	\$13,859 - HC	+	\$5,146 – Grant + \$5,146- NHTF	\$24,151

(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 SAIL Development requiring further analysis by the Credit Underwriter will be subject to a fee based on an hourly rate determined pursuant to contract between the Corporation and the Credit Underwriter. All credit underwriting fees shall be paid by the Applicant prior to the performance of the analysis by the Credit Underwriter. If the Development involves Scattered Sites of units within a single market area, a single credit underwriting fee shall be charged.

(3) Extraordinary Services fee: \$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 + 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
SAIL 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 –SAIL  +  \$1,023 –NHTF Funding
HC, Grant, and NHTF funding	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 –Grant  +  +\$1,023 –NHTF Funding

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

e. Commitment Fees

With respect to the SAIL Program, each Applicant to which a firm commitment is granted shall submit to the Corporation a non-refundable commitment fee of 1 percent of the SAIL loan amount 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.

In the event the SAIL loan does not close within the timeframes prescribed, extension fees will be assessed as outlined in subsections 67-48.0072(21) and 67-48.0072(26), F.A.C.

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

h. Loan Servicing Fees

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

(1) Construction Loan Servicing Fees

The SAIL loan has a Construction Loan Servicing Fee to be paid as indicated. Applicants that are awarded NHTF Funding will not have a separate Construction Loan Serving Fee for the NHTF Loan. The following fees are listed for estimation purposes only; the actual fees will be determined based on the current contract, including any addendum, for services between the Corporation and Servicer(s) in effect at the time of loan closing.

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

Annual fee of 25 bps of the outstanding loan amount, with a minimum monthly fee of \$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 SAIL Loan Fees

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

j. Additional NHTF Loan Fees

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

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

k. Additional 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. June 2023, 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. June 2023, is available on the RFA Webpage.

d. Financial Reporting Form SR-1

Following the end of the SAIL loan term, within 151 Calendar Days following the Applicant's fiscal year end, the Applicant shall continue to provide the Corporation with an audited financial statement and a fully completed and executed Financial Reporting Form SR-1, Rev. 01-23 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 paragraph 67-48.0072(14)(b), F.A.C. for SAIL should be in satisfactory form (inclusive of the substitution of the Multifamily Underwriting Certificate referenced in Section 407 with a similar certification meeting the same criteria) and shall be reviewed in accordance with Part IIIA, Sections 401 through 408 and 410, of Fannie Mae's Multifamily Selling and Servicing Guide, in effect as of June 10, 2015, which is available on the RFA Webpage.

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

f. Florida Housing Finance Corporation (FHFC) Insurance Guide

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

## Exhibit D – Timeline

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

1. Within seven Calendar Days of the date of the invitation to enter credit underwriting:
  - a. Respond to the invitation by accessing the development work center through the Procorem secure portal and submit the credit underwriting fee(s), which includes the CNA review fee, if applicable, as outlined in Item 4 of Exhibit C, pursuant to subparagraph 67-48.0072(4)(b)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 <https://eligibility.sc.egov.usda.gov/eligibility/welcomeAction.do>
2. Within 14 Calendar Days of the date of the invitation to enter credit underwriting, if requested by the Corporation, submit IRS Form 8821 for all Financial Beneficiaries as defined in Rule Chapter 67-48, F.A.C.
3. Within 21 Calendar Days of the date of the invitation to enter credit underwriting, submit all of the following. Submission of all documents should be provided electronically to the Corporation at one time.
  - a. Provide the name, mailing address and email address of the chief elected official of the local jurisdiction where the proposed Development is located;
  - b. Provide notification of the Applicant’s eligibility for acquisition credits per Section 42 of the IRC, if applicable;
  - c. Provide the Applicant’s Federal Identification Number and the Employer Identification Number (“EIN”) Certificate. If the number has not yet been obtained, the Applicant will be required to provide a copy of the completed, submitted application for that number.
  - d. Provide the completed and executed Florida Housing Finance Corporation Verification of Environmental Safety Phase I Environmental Site Assessment form and, if applicable, the completed and executed Florida Housing Finance Corporation Verification of Environmental Safety Phase II Environmental Site Assessment form (Forms Rev. 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. For all successful Applications, demonstrate the following elements are available to the entire proposed Development site as of the date signed by providing the following:
    - (1) Appropriate Zoning. Demonstrate that 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 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 Development is Consistent with Zoning and Land Use Regulations form (Form Rev. 06-2023); or
- (c) The Florida Housing Finance Corporation Local Government Verification that Permits are Not Required for this Development form (Form Rev. 07-2022).

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

- (2) Demonstrate that water, sewer, electricity, and roads are available to the entire proposed Development site as of the date signed by providing the following:
  - (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure form which is available on the RFA Webpage. Water and sewer forms have a revision date of 07-2022 and electricity and roads have a revision date of 08-2020; or
  - (b) Documentation from the service provider that contains the Development location and is dated within 12 months of the Application Deadline. The documentation may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.
- f. Provide the identity of the remaining members of the Development Team (i.e., inexperienced co-Developer(s), General Contractor, Architect, Attorney, Accountant), 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 and if the Applicant committed to the Construction Feature Multiplier at question 10.f. of Exhibit A, prior to engaging the Plan and Cost Review and at Final Cost Certification described in Item 1 of Exhibit C of this RFA, provide a detailed itemized list of the accessibility and safety features that extend beyond the required features and amenities in this RFA as well as the estimated costs of these features;
- 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 SAIL loan must close within the timeframe outlined in Rule Chapter 67-48, F.A.C.;
  - 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 H. 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 H;
    - (3) Comply with the HUD environmental requirements as provided in 24 CFR 93.301(f)(1) and (2). Applicants will not be charged a fee for the environmental review, as stated in Item 3.c.(1) of Exhibit H;
    - (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 H; 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 H; 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. With the exception of Developments financed with HUD Section 811 or United States Department of Agriculture RD program, Developments that have a Housing Assistance Payment and/or an Annual Contributions Contract with HUD, must demonstrate HUD approval within a Tenant Selection Plan for an owner-adopted preference or special admissions preference specifically for individuals or families who are referred by a designated Referral Agency serving the county where the Development is located; and
- f. The proposed Development's first phase or subsequent phase's status.

If any of these cannot be verified, all funding awarded under this RFA may be reduced or may be rescinded if the award or the Application's eligibility status was based on such information, and/or the Applicant may be determined to have made a material misrepresentation.

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

**Exhibit E – Intentionally Omitted**

**Exhibit F – Intentionally Omitted**

## Exhibit G - Tenant Selection Requirements

### Extremely Low Income (ELI) Household

#### *Screening criteria for ELI households*

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:

- Credit History: The credit history related to medical expenses, cable and internet services will not be taken into consideration when conducting credit checks.
- 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.)
- Evictions: 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 for 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.

#### *Development with requirements for Link/Special Needs requirements*

The Tenant Selection Plans must include a Preference in their Waiting List section. Owners must create a preference specifically for individuals or families who are referred by a Florida Housing-designated Special Needs Referral Agency. The Tenant Selection Plan must include the following language:

*This Development has adopted a preference to house X number of units of the Extremely Low Income (ELI) units within the Development to be set aside for Persons with Special Needs as defined in 420.0004(13) Florida Statutes. These set aside units are known as Link units. These units shall be set aside specifically for individuals or families who are referred by a Florida Housing-designated Referral Agency. The Development must prioritize these referred individuals for an available Link unit.*

*During and after lease-up, Referral Agency referrals must be moved in first, regardless of chronological order of the general waiting list, until all Link units are occupied with Referral Agency referrals.*

- The Tenant Selection Plan shall be submitted by the Applicant to the Corporation for approval within 21 Calendar Days of the date of the invitation to enter credit underwriting.

*Properties with HUD assistance, including Project-Based Assistance, Public Housing Agencies, and those administering Public Housing Programs*

Properties that have contracts with HUD or Public Housing Authorities' rental assistance programs and also have the Florida Housing Link/Special Needs requirement must handle their waiting list to reflect both HUD and Florida Housing requirements. In order to do this, Florida Housing has determined that establishing an owner-adopted preference with a Florida Housing-designated Special Needs Referral Agency is the correct method for complying with Florida Housing and HUD requirements.

- The Waiting List section of the Tenant Selection Plan must include a preference for Special Needs households that are referred by a Florida Housing-designated Special Needs Household Referral Agency.
- HUD regulations require Tenant Selection Plans that implement preferences to have HUD approval. This is the case if there are new Plans in new properties, as well redevelopment, RAD conversions, or substantially rehabilitated properties.
- If a Development has an existing Tenant Selection Plan, Applicant must amend the Plan. Applicants are required to submit the amended Plan with the preferences to their account manager in the field office. The Plan must be sent to the Corporation for preliminary approval before sending to HUD.

Additional Tenant Selection Criteria for All Households

*Screening criteria for all households*

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

- Arrest Record: The arrest record of a household member will not be considered when determining any household's application for tenancy.
- Rental Assistance: 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*

Applicant must provide to all interested households a tenancy packet for the Development that includes and prominently places the following information:

- 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 the Development to 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 Tenant Selection Plan must describe the process for notification of rejection and ineligibility. The policy must include the following:

- The notification of 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.

#### Federal Accessibility Requirements

The Tenant Selection Plan must include a statement that the Development meets the following accessibility federal requirements, incorporating the most recent amendments, regulations, and rules:

- The Fair Housing Act as implemented by 24 CFR 100
- Section 504 of the Rehabilitation Act of 1973
- Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR 35

## **Exhibit H – Credit Underwriting Procedures for the NHTF Forgivable Loan**

The applicable credit underwriting, program requirements and loan terms and conditions are outlined in Rule Chapter 67-48, F.A.C., for the SAIL loan, and in Rule Chapter 67-21, F.A.C., for the Non-Competitive Housing Credits and, if applicable, the Corporation-issued MMRB loan.

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

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

- a. The invitation to enter credit underwriting constitutes a preliminary commitment for the NHTF Loan.
- b. The credit underwriting for the NHTF Loan will be accomplished along with the credit underwriting for the SAIL Loan. The Credit Underwriter may request additional information at any time during the credit underwriting process for the NHTF Loan.
- c. The Credit Underwriter’s loan recommendations for the NHTF Loan will be sent to the Board for approval at the time the SAIL Loan recommendation(s) are sent.
- d. A firm loan commitment for the NHTF Loan will be issued at the time the firm loan commitment(s) for the SAIL Loan is issued and will have the same deadlines outlined in Rule Chapter 67-48, F.A.C., for the SAIL Loan.
- e. The NHTF Loan must close by the deadlines outlined in Rule Chapter 67-48, F.A.C., for the SAIL Loan.
- f. Each Development that is awarded a forgivable NHTF loan shall have the final amount of NHTF loan sized based on the following criteria:
  - (1) The initial amount will be based on providing all required and all Optional 22% Units. Whereas the 22% Units can float throughout the Development and are not tied to any specific bedroom count, the intended households to be served would most likely align with the smaller bedroom count units, like Zero or one-bedroom units. The amount for each of these units shall equal the NHTF Set-Aside per unit minimums that are dependent upon the county where the proposed Development is located, as outlined on the chart below.

NHTF Set-Aside per unit minimums:

County	NHTF Request per Unit	County	NHTF Request per Unit	County	NHTF Request per Unit
Alachua	\$236,000	Hardee	\$174,900	Okaloosa	\$253,200
Baker	\$234,100	Hendry	\$174,900	Okeechobee	\$174,900
Bay	\$214,200	Hernando	\$236,700	Orange	\$239,000
Bradford	\$174,900	Highlands	\$178,300	Osceola	\$239,000
Brevard	\$234,100	Hillsborough	\$236,700	Palm Beach	\$265,000
Broward	\$261,200	Holmes	\$174,900	Pasco	\$236,700
Calhoun	\$178,300	Indian River	\$215,700	Pinellas	\$236,700
Charlotte	\$208,900	Jackson	\$174,900	Polk	\$194,700
Citrus	\$178,300	Jefferson	\$234,100	Putnam	\$174,900
Clay	\$240,900	Lafayette	\$183,700	Santa Rosa	\$223,000
Collier	\$271,900	Lake	\$239,000	Sarasota	\$249,000
Columbia	\$188,600	Lee	\$231,400	Seminole	\$239,000
DeSoto	\$174,900	Leon	\$234,100	St. Johns	\$240,900
Dixie	\$174,900	Levy	\$174,900	St. Lucie	\$230,600
Duval	\$240,900	Liberty	\$174,900	Sumter	\$217,300
Escambia	\$223,000	Madison	\$174,900	Suwannee	\$174,900
Flagler	\$215,000	Manatee	\$249,000	Taylor	\$174,900
Franklin	\$177,900	Marion	\$179,500	Union	\$174,900
Gadsden	\$234,100	Martin	\$230,600	Volusia	\$210,800
Gilchrist	\$236,000	Miami-Dade	\$281,000	Wakulla	\$227,200
Glades	\$174,900	Monroe	\$295,500	Walton	\$224,100
Gulf	\$177,600	Nassau	\$240,900	Washington	\$174,900
Hamilton	\$174,900				

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

NHTF Set-Aside per unit Maximum Limits



Maximum Subsidy Limits– New Construction Only		
Construction Type	Miami-Dade, Broward, Palm Beach Counties	Remainder of Florida
Garden – Non-ESS	N/A	275,000
Garden – Concrete	\$325,000	\$300,000
Mid-Rise – Non-ESS	N/A	\$300,000
Mid-Rise – Concrete	\$365,000	\$340,000
High-Rise	\$390,000	\$365,000

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

- (3) If there is not enough NHTF Loan pool funding to provide the NHTF Set-Aside per unit minimums for each Large County Application awarded NHTF Funding to provide all 22% Units, then one optional NHTF unit will be removed in the sequence below until the total amount of NHTF funding awarded no longer exceeds the NHTF loan pool. If following this sequence creates an amount of total NHTF awards equal to the NHTF loan pool, then the process is completed. If following this sequence creates an amount of total NHTF awards less than the NHTF Loan pool, then a pro rata increase will be awarded as provided in (2) above.
  - (a) The Proposed Development from the Medium County with the highest amount of NHTF Funding per unit amount, and if two Medium Counties are tied with the highest amount of NHTF Funding per unit amount, then the last one selected;
  - (b) The Proposed Development from the Medium County with the next highest amount of NHTF Funding per unit amount, and if two Medium Counties are tied with the next highest amount of NHTF Funding per unit amount, then the last one selected;
  - (c) The Proposed Development from the Medium County with the smallest amount of NHTF Funding per unit amount, and if two Medium Counties are tied with the smallest amount of NHTF Funding per unit amount, then the last one selected;
  - (d) Repeating this same sequence with the Large County Applications that were awarded NHTF Funding.

**2. Terms and Conditions of the NHTF Loan**

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

- a. The terms and conditions of the NHTF Loan shall be as follows:

- (1) The NHTF Loan may be in a first, second, or other subordinated lien position;
- (2) The NHTF Loan shall:
  - (a) Have the amount based on the funding requirements set forth in this RFA; and
  - (b) Be non-amortizing at 0 percent simple interest per annum over the life of the NHTF Loan, with the principal forgivable at maturity provided the units for which the NHTF Loan amount is awarded are targeted as 22% Units for the first 30 years of the Compliance Period. The minimum term of the NHTF Loan is 30 years; and
  - (c) Up to 33.33 percent of the NHTF award can be used as an operating deficit reserve for operations associated with deeper income targeting for the 22% Units over 30 years.
- (3) Any sale, conveyance, assignment, or other transfer of interest or the grant of a security interest in all or any part of the title to the Development other than a superior mortgage shall be subject to the Corporation's prior written approval. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request;
- (4) The NHTF Loan shall be serviced either directly by the Corporation or by the Corporation's servicer on behalf of the Corporation;
- (5) The Corporation and the Corporation's servicer shall monitor compliance of all terms and conditions of the loan and shall require that certain terms and conditions be embodied in the Land Use Restriction Agreement and recorded in the public records of the county wherein the Development is located. Violation of any material term or condition of the documents evidencing or securing the loan shall constitute a default during the term of the loan if not appropriately cured. The Corporation shall take appropriate legal action to effect compliance if a violation of any material term or condition relative to the set-aside of units for 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 NHTF Loan is issued shall be restricted at the level applicable for federal Housing Credits;
- (7) The documents creating, evidencing or securing each NHTF Loan must provide that any violation of the terms and conditions described in this Exhibit to the RFA constitutes a default under the NHTF Loan documents allowing the Corporation to accelerate its loan and to seek foreclosure as well as any other remedies legally available to it; and

- (8) The Compliance Period committed to in this RFA includes the units set aside at 22 percent AMI as 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 NHTF Loan shall be assumable upon sale or transfer of the Development if the following conditions are met:
- (1) The proposed transferee meets all specific Applicant identity criteria which were required as conditions of the original loan;
  - (2) The proposed transferee agrees to maintain all ELI Set-Asides and other requirements of the NHTF Loan for the period originally specified or longer; and
  - (3) The proposed transferee and release of transferor receives a favorable recommendation from the Credit Underwriter and approval by the Board of Directors of the Corporation.

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

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

via a wire transfer. The Applicant will be charged a fee of \$10 for each wire transfer requested. This charge will be netted against the Draw amount;

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

### **3. Additional 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 NHTF funds must provide a notice to all tenants informing them of their rights under the URA in accordance with Chapter 2 of the HUD Handbook 1378\*. The proper manner of notice is provided in this Handbook. A copy of each General Information Notice must be provided to each tenant, not just tenants in 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 NHTF Funding will be required to comply with the HUD environmental requirements as provided in 24 CFR 93.301(f)(1) and (2). Applicants that qualify as Non-Profit Applicants will not be charged a fee for the environmental review.

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.

## **Exhibit I – Additional Information for the HOME-ARP Loan**

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 SAIL 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 Active Award recommendation(s) are sent.
- d. A firm loan commitment for the HOME-ARP Loan will be issued at the time the firm loan commitment(s) for the SAIL Loan is issued. The firm loan commitment must be issued within 12 months of the Applicant's acceptance to enter credit underwriting, which may be automatically extended to the next scheduled meeting of the Board of Directors that is after the 12 month deadline. Unless an extension is approved by the Corporation in writing, 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, which may be automatically extended to the next scheduled meeting of the Board of Directors that is after the six month extension deadline, to secure a firm loan commitment. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting the extension and shall detail the time frame to achieve a firm loan commitment. In determining whether to grant an extension, the Corporation shall consider the facts and circumstances of the Applicant's request, inclusive of the responsiveness of the Development team and its ability to deliver the Development timely. The Corporation shall charge a non-refundable extension fee of one percent of each loan amount if the request to extend the credit underwriting and firm loan commitment process beyond the initial 12 month deadline is approved. If an approved extension is utilized, Applicants must pay the extension fee not later than seven Calendar Days after the original 12 month deadline. If, by the end of the extension period, the Applicant has not received a firm loan commitment, then the preliminary commitment shall be withdrawn.
- e. The HOME-ARP Loan must close within 180 Calendar Days of the date of the firm loan commitment(s). These deadlines may be automatically extended to the next scheduled meeting of the Board of Directors that is after the 180 Calendar Days deadline. Unless an extension is approved by the Board, failure to close the loan(s) by the specified deadline outlined above shall result in the firm loan commitment(s) being deemed void and the funds shall be de-obligated. Applicants may request one extension of the loan closing deadline outlined above for a term of up to 90 Calendar Days, which may be automatically extended to the next scheduled meeting of the Board of Directors that is



after the 90 Calendar Day extension deadline. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting an extension and shall detail the time frame to close the loan. The Board shall consider the facts and circumstances of each Applicant's request, inclusive of the Applicant's ability to close within the extension term and any credit underwriting report, prior to determining whether to grant the requested extension. The Corporation shall charge an extension fee of one percent of each Corporation loan amount if the Board approves the request to extend the loan closing deadline beyond the 180 Calendar Day period outlined above. If an approved extension is utilized, Applicants must pay the extension fee not later than seven Calendar Days after 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 HOME-ARP 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 HOME-ARP Units is discovered during the course of compliance monitoring or by any other means;

- (6) Rent controls for the HOME-ARP Units shall be restricted at the level applicable per Section Four, A.2.a.(3) of this RFA;
  - (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 HOME-ARP Units. After 30 years, all of the HOME-ARP 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 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 HOME-ARP 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 HOME-ARP 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

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 Funding will be required to comply with the HUD environmental requirements as provided in 24 CFR Part 92 and 24 CFR Part 58. Applicants that qualify as Non-Profit Applicants will not be charged a fee for the environmental review.

(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.

## 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.

## Exhibit J – Grant Funding Terms and Conditions

### A. Grant Funding Terms and Conditions:

1. The Grant Funding shall be revocable if the Grant Funds were used for any purpose not permitted under the RFA or grant agreement or that the Grant Funds were awarded or disbursed to Grantee based upon fraud or misrepresentation committed by the Grantee during the Compliance Period.
2. The Grant Funding shall be serviced either directly by the Corporation or by the servicer on behalf of the Corporation.
3. The Corporation shall monitor compliance of all terms and conditions of the Grant Funding and shall require that certain terms and conditions be embodied in the Restrictive Covenant and Grant Agreement and recorded in the public records of the county wherein the Development is located. Violation of any material term or condition of the documents evidencing or securing the Grant Funding shall constitute a default during the term of the Grant. The Corporation shall take appropriate legal action to effect compliance if a violation of any material term or condition relative to the set-asides of units is discovered during the course of compliance monitoring or by any other means.
4. The documents creating, evidencing or securing the Grant Funding must provide that any violation of the terms and conditions described in this RFA, constitutes a default under the Grant Funding documents allowing the Corporation to accelerate its grant agreement and to seek any legally available remedies.
5. The Compliance Period for a Development funded with Grant Funding shall be, as stated in the RFA, but at a minimum, a period of time equal to 50 years from the date the first residential unit is occupied. For Developments that contain occupied units at the time of closing, the Compliance Period shall begin no later than the termination of the last lease executed prior to closing of the Grant Funding.
6. If a guarantor(s) is considered necessary by the Credit Underwriter and unless and until a guarantor's obligations for Grant Funding are terminated as approved in writing by the Corporation or its servicer, the guarantor(s) shall furnish to the Corporation or its servicer financial statements as provided in paragraphs (a) through (c) below as the Corporation or its servicer may reasonably request.
  - a. The financial statements audited, compiled or reviewed by a licensed Certified Public Accountant are to be prepared in accordance with accounting principles generally accepted in the United States of America for the 12 month fiscal year period just ended and shall include:
    - (1) Comparative Balance Sheet with prior year and current year balances;
    - (2) Statement of revenue and expenses;
    - (3) Statement of changes in fund balances or equity;

- (4) Statement of cash flows; and
- (5) Notes to financial statements, if any.

The financial statements referenced above should also be accompanied by a certification of the guarantor(s) as to the accuracy of such financial statements; or, if an audited financial statement has not been prepared, a federal income tax return filed for the most recently completed year.

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

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

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

1. Any sale, conveyance, assignment, or other transfer of interest or the grant of a security interest in all or any part of the title to the Development other than a superior mortgage shall be subject to the Corporation's prior written approval. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request.
2. The Grant Funding shall be assumable upon sale or transfer of the Development if the following conditions are met:
  - a. The proposed transferee meets all specific Applicant identity criteria which were required as conditions of the original Grant Funding;
  - b. The proposed transferee agrees to maintain all set-asides and other requirements of the grant for the period originally specified or longer; and
  - c. The proposed transferee and release of transferor receives a favorable recommendation from the Credit Underwriter and approval by the Board of Directors of the Corporation.

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

3. If the Grant Funding is not assumed since the buyer does not meet the criteria for assumption of the Grant Funding, the Grant Funding shall be repaid from the proceeds of the sale in the following order of priority:
  - a. First mortgage debt service, first mortgage fees;
  - b. Expenses of the sale; and
  - c. If there will be insufficient funds available from the proposed sale of the Development to satisfy paragraphs (3)(a)-(b) above, the Grant Funding shall not be satisfied until the Corporation has received:
    - (1) An appraisal prepared by an appraiser selected by the Corporation or the Credit Underwriter indicating that the purchase price for the Development is reasonable and consistent with existing market conditions;

- (2) A certification from the Applicant that the purchase price reported is the actual price paid for the Development, as supported by a copy of the final executed purchase and sale agreement, and that no other consideration passed between the parties, as supported by a draft and final closing statement; and
- (3) A certification from the Applicant that there are no Development funds available to satisfy paragraphs (3)(a)-(b) above, and the Applicant knows of no source from which funds could or would be forthcoming to satisfy paragraphs (3)(a)-(b) above.

C. Grant Funding Construction/Rehabilitation Disbursements

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

determined pursuant to the contract between the Corporation and the Credit Underwriter.

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