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# **HOUSING FINANCE AUTHORITY OF LEON COUNTY**

## **Multifamily Mortgage Revenue Bond Program**

### **Application**

Each application submission shall include the original, one (1) hard copy and a pdf along with a non-refundable Application Fee in the amount of 0.1% (ten basis points) of the requested bond amount, but not less than \$7,500, payable to the Housing Finance Authority of Leon County; and (2) a review fee of \$5,500 to The Hendrickson Company

To:

Mark Hendrickson  
Financial Advisor for Leon HFA  
1404 Alban Avenue  
Tallahassee, Florida 32301  
Email pdf to: [mark@thehendricksoncompany.com](mailto:mark@thehendricksoncompany.com)

GENERAL INFORMATION

Tax Exempt Bond Amount Requested: \$ \_\_\_\_\_

Taxable Bond Amount Requested: \$ \_\_\_\_\_

Total Bond Amount Requested: \$ \_\_\_\_\_

Total Project Cost: \$ \_\_\_\_\_

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

Note: After Final Board Approval, Development name MAY NOT BE CHANGED OR ALTERED WITHOUT CONSENT OF THE HOUSING FINANCE AUTHORITY OF LEON COUNTY (the "Authority"). If available, provide the actual trade, "marketing" or d/b/a name.

Development Street Address/Zip Code (if new construction, give closest street names, city and zip code):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Legal description is attached behind tab labeled Exhibit 1. The Project must be located in Leon County. (THRESHOLD)

SUMMARY OF PROPOSED DEVELOPMENT

<b>Name of Development</b>	
<b>Location of Development, by street address, or if no address, by mileage from nearest cross streets. Also, attach a map showing the development's location.</b>	
<b>County Commissioner District Name and District Number</b>	
<b>Developer/Location (Name of controlling company, not of LP or LLC).</b>	
<b>Contact person for application, including name, email, and phone numbers</b>	
<b>Bond Allocation Request</b>	
<b>Development Construction Type Garden, Mid-Rise, High-Rise, Other (explain)</b>	
<b>New Construction or Rehabilitation</b>	
<b>Concrete, Wood or other (explain)</b>	
<b>Development Demographic Family, Elderly or Other (identify)</b>	
<b>Total Number of Units</b>	
<b>Number of Units by Bedrooms</b>	
<b>Number of Buildings</b>	
<b>Number of Stories in Each Building</b>	
<b>Total Development Cost</b>	
<b>Elevator?</b>	
<b>Cost per unit</b>	
<b>Land Cost</b>	
<b>Acquisition of Building Cost if applicable</b>	
<b>Hard Rehab Cost or Construction Cost</b>	
<b>Credit Enhancement (identify) or Private Placement</b>	
<b>General Contractor</b>	
<b>Set Aside Period (50 year minimum)</b>	
<b>Credit Enhancement (identify) or Private Placement</b>	
<b>Equity Provider</b>	
<b>Set Aside Levels (PROJECT THRESHOLD CRITERIA) Number of Units by AMI level</b>	
<b>Current Zoning (PROJECT THRESHOLD CRITERIA)</b>	
<b>Evidence of Site Control (PROJECT THRESHOLD CRITERIA)</b>	

**DEVELOPMENT SUMMARY AND TIMELINE**

- A. Provide a short narrative description of the Development, including all resident programs, amenities, unit features and scope of work to be performed. MAJOR Development AMENITIES WILL BE INCLUDED IN THE LAND USE RESTRICTION AGREEMENT. Also attach as Exhibit 2 a timeline for the completion of the development which includes all key dates, including anticipated timing of permits and credit underwriting, bond closing date, completion of construction, rent up, and stabilization.

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- B. **TO BE CONSIDERED COMPLETE**, the Application must include a map showing the Development’s location, and the location, age, number of units and current occupancy of competing bond and housing credits (“HC”) developments within a five-mile radius (info on age, number of units and occupancy can be shown on chart attached to the map). The map should also include any bond or HC developments within the same radius that are under construction or in credit underwriting either at the HFA of Leon County or the Florida Housing Finance Corporation (“FHFC”). Additionally, the map should show the Development’s proximity to community services, medical facilities, schools, shopping, major business and employment centers, and availability of public transportation. This may be found directly behind tab labeled Exhibit 3.

**I. APPLICANT INFORMATION**

A. Applicant Name: \_\_\_\_\_

Must be a legally formed entity (i.e., limited partnership, corporation, etc.) qualified to do business in the State of Florida at the time of submission of Application. Include a copy of the certificate of good standing from the Florida Secretary of State. If the Applicant is a general partnership or joint venture, provide a copy of the partnership/joint venture agreement. Documentation can be found behind tab labeled Exhibit 5.

**Note:** If four percent tax credits will be sought and it is contemplated that the tax credits will be syndicated, the Applicant entity must be a limited partnership or a limited liability company at the time of application for the tax credits. The Applicant entity will be the recipient of the tax credits and CANNOT BE CHANGED until after a Final Allocation of tax credits has been issued.

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

B. Applicant's Federal Taxpayer Identification Number: \_\_\_\_\_

C. If partnership, name of general partner(s): \_\_\_\_\_

\_\_\_\_\_

If corporation, name and title of executive officer: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

D. Designated Contact Person: Person with decision making authority with whom the Authority will correspond concerning the Application and Development for Applicant/Borrowing Entity (not a consultant). Who is the Designated Contact Person for this Development?

\_\_\_\_\_

Relationship to Applicant: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

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Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

E. Nonprofit Status

Is the Applicant a 501(c)(3) non-profit organization pursuant to the Internal Revenue Code?

No \_\_\_\_\_ Yes \_\_\_\_\_ If "yes" provide the following items:

- a. Attach evidence of non-profit status behind tab labeled Exhibit 6.
- b. Attach attorney's opinions as required by the Code behind tab labeled Exhibit 7; and
- c. Attach evidence that the nonprofit has not exceeded its allocation cap behind tab labeled Exhibit 8.

**II. DEVELOPMENT INFORMATION**

A. Development Location:

1. Address: \_\_\_\_\_

(If new construction, give closest street names, city and zip code):

2. Is the development located in a HUD-designated DDA, QTA or Small Area DDA?  
Yes \_\_\_\_\_ No \_\_\_\_\_. If yes, which one? \_\_\_\_\_

3. County Commission Member District and name of Member for this Development's location:  
District \_\_\_\_\_  
Council Member \_\_\_\_\_

B. Breakdown of units by square footage and monthly rent charged. All units in the development must be listed INCLUDING all manager/employee units. Indicate manager/employee units with an asterisk.

# Of Bedrooms Per Unit	# Of Baths Per Unit	Square Feet Per Unit	# Of Units Per Bedroom type	% Of Area Median Income
Efficiency				
Efficiency				
One Bedroom				
One Bedroom				
Two Bedroom				

# Of Bedrooms Per Unit	# Of Baths Per Unit	Square Feet Per Unit	# Of Units Per Bedroom type	% Of Area Median Income
Two Bedroom				
Three Bedroom				
Three Bedroom				
Four Bedroom				
Four Bedroom				

C. Minimum Set-aside required for Tax Exempt Bond Financing. **CHOOSE ONLY ONE:**

- 20% of units at 50% of area median income
- 40% of units at 60% of area median income

D. Development Size. Identify acreage or lot size of entire Development: \_\_\_\_\_  
 (NOTE: If Development is a phased Development, include only the acreage for this phase.)

**III. PROPOSED DEVELOPMENT FINANCING AND STRUCTURE**

A. Proposed Finance Summary (**The applicant is required to complete a detailed sources and uses in the format utilized in FHFC RFA 2021-202, or similar RFA) and attach as Exhibit 9.**

Explanation of SAIL, HOME, CDBG and/or SHIP funding: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If SAIL, HOME, CDBG and/or SHIP funding is shown as already committed, **attach a letter from the appropriate governmental entity detailing the commitment**, including the dollar amount, source of funding, conditions of funding (including income and/or rent restrictions), whether the funding is a loan or a grant, and if a loan, the interest rate, loan term, amortization, and payback schedule. Attach the letter(s) as Exhibit 10.

B. If SAIL, HOME, CDBG and/or SHIP funding is shown and is not firmly committed, attach an explanation of how the development will be completed without those funds. Attach the explanation as Exhibit 11.

C. If SAIL or HOME funding from Florida Housing is not shown, does the Applicant intend to apply for such funding? If so, how much: \$\_\_\_\_\_. What will be the anticipated use of the SAIL

or HOME funds if received? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Tax Credits. If the Development receives Bond financing, will HC be used? No \_\_\_\_\_ Yes \_\_\_\_\_

1. If yes, HC Requested Amount \$ \_\_\_\_\_
2. If yes, name of Syndicator: \_\_\_\_\_

A preliminary commitment letter is included as Exhibit 12. The letter must include a description of how the syndication funding will be paid out during construction and following completion. At least 50% of the amount needed to complete construction must be paid at bond closing. **A firm commitment letter must be provided during the Credit Underwriting.**

E. Rental Assistance. Is development-based rental assistance **anticipated** for this Development?

- No \_\_\_\_\_ Yes \_\_\_\_\_ **If yes, check all that apply:**
- |   |                                      |
|---|--------------------------------------|
| <input type="checkbox"/> Moderate Rehab | <input type="checkbox"/> RD 515      |
| <input type="checkbox"/> Section 8      | <input type="checkbox"/> Other _____ |

Number of units receiving assistance: \_\_\_\_\_

Number of years remaining on rental assistance contract: \_\_\_\_\_

F. Credit Enhancement

Term: \_\_\_\_\_ Rating: \_\_\_\_\_

Third Party Guarantor: \_\_\_\_\_

Term: \_\_\_\_\_ Rating: \_\_\_\_\_

Private Placement/Name of Placement Agent: \_\_\_\_\_

Term: \_\_\_\_\_ Rating: \_\_\_\_\_

FHA-Insured loan

Name of Lender: \_\_\_\_\_ Term: \_\_\_\_\_ Rating: \_\_\_\_\_

Fannie Mae or  Freddie Mac

Name of DUS Lender: \_\_\_\_\_ Term: \_\_\_\_\_  
Name of Interim Construction LOC Bank: \_\_\_\_\_ Rating: \_\_\_\_\_

Other

Name: \_\_\_\_\_ Term: \_\_\_\_\_ Rating: \_\_\_\_\_

**A copy of the Commitment or Letter of Interest for the credit enhancer(s) and/or placement agent, including a contact person's name, address and telephone number; credit underwriting standards; and an outline of proposed rate and terms, must be attached as Exhibit 13.**

50% Bond Test: For purposes of meeting the 50% bond test to receive automatic HC, tax-exempt bonds represent \_\_\_\_%. Attach a detailed 50% test calculation as Exhibit 14.

G. Proposed Structure. The outline of the proposed structure must include, at a minimum, the following: whether a combination of tax-exempt and taxable bond financing expected, whether a fixed or floating interest rate is expected, mortgage term, amortization schedule, interest terms, description of the credit enhancement or placement structure, and additional financing or equity sources. **Material changes in the proposed structure after submittal of the application may result in delay of consideration by the Authority or loss of priority.** A description of the proposed financing structure is attached as Exhibit 15.

H. Economic Feasibility of the Development. A description of the Development feasibility structure must be attached as Exhibit 16 and include, at a minimum, the following:

- a. 15-year Pro forma cash flow
- b. Maximum interest rate at which the Development will work
- c. Detailed sources and uses, including a breakout for each line item on a per unit cost basis.

#### IV. PUBLIC POLICY ISSUES

1. The Applicant agrees to abide by the set-asides described in this application for \_\_\_\_\_ years with a minimum of 50 years.
2. Describe in detail all resident programs and activities that will be provided by the Applicant. Each program mandated by the Authority or selected by the Applicant will be made a part of the Land Use Restriction Agreement and must be described behind tab labeled Exhibit 17. Developments that include a mix of elderly and non-elderly units must provide all resident programs mandated for both elderly and non-elderly developments. The resident programs to be provided are (MUST CHOOSE AT LEAST ONE OPTIONAL PROGRAM):

a. Resident programs for **All Applicants**:

- Health Care – Mandatory** - Regularly scheduled visits by health care professionals such as nurses, doctors, or other licensed care providers. At a minimum, the following services must be provided at no cost to the resident: health screening, flu shots, vision and hearing tests. Regularly scheduled is defined as not less often than once each quarter. On-site space must be provided.
- Resident Activities – Mandatory** - Regularly scheduled, specified activities, planned, arranged, managed, and paid for by the Applicant or its management agent as an integral part of the management plan. The Applicant must develop and execute a comprehensive plan of varied activities such as holiday or special occasion parties, community picnics or cookouts, newsletters, children’s special functions, etc., to bring the resident together, foster a sense of community, and encourage community pride.
- On Site Voter Registration – Mandatory** – The Applicant or its Management Agent shall work with the County Supervisor of Elections to arrange on-site voter registration. The registration shall be at least quarterly and shall be during weekend and other traditionally non-work times.
- Financial Counseling – Mandatory** – This service must be provided by the Applicant or its Management Agent at no cost to the resident. Financial counseling must include the following components: must be regularly scheduled, not less often than once each quarter; must be free of charge to the residents; must include tax preparation assistance by qualified professionals; must include educational workshops on such topics as “Learning to Budget”, “Handling Personal Finances”, or “Comparison Shopping for the Consumer”.
- Computer Training – Mandatory** - This training is made in conjunction with the requirement that the Applicant commit one computer for every 50 units, with software and internet access. The applicant must provide quarterly, on-site training classes, OR access to training software on basic computer skills such as word processing and spreadsheets to the residents.
- Hurricane Preparedness – Mandatory** - At least one month before each Hurricane Season, conduct training for residents on how to plan for hurricane and evacuation protocols. At start of Hurricane Season, provide all residents written instructions on planning and evacuation.
- English as a Second Language – Optional** - Applicant shall make available, at no cost to the resident, a literacy tutor(s) to provide weekly English lessons to residents in private space on-site.
- Swimming Lessons – Optional** – The Applicant or its Management Agent shall provide on-site swimming lessons for children or adults, at no cost to the resident,

at least three times each year.

- Life Safety Training – Optional** – The Applicant or its Management Agent shall provide on-site courses such as fire safety, first aid (including CPR), etc. at least twice each year, at no cost to the resident.
- Health and Nutrition Classes – Optional** – The Applicant or its Management Agent shall provide on-site classes, at no cost to the resident, at least 8 hours per year.
- Day Care – Optional** – either:
  - Day care facility for children or adults on-site, or
  - A discount of at least 20% at a day care facility for children or adults within 3 miles of the development.
- Case Management/Residential Stabilization/Services – Optional** – This service must be provided by a qualified social worker at no cost to the resident. This program requires that the following services be made available on-site no less often than once a week: crisis intervention, individual and family needs assessment, problem solving and planning, appropriate information and referral to community resources and services based on need, monitoring of ongoing ability to retain self-sufficiency, and advocacy to assist clients in securing needed resources.

b. Residential Programs for **Elderly Developments**:

- Resident Assurance Check-In Program – Mandatory** – Applicant must provide and use an established system for checking in with each resident on a predetermined basis not less than once per day. Residents may opt out of this program with a written certification that they chose not to participate.
- Daily Activities – Mandatory** – Applicant or its Management Agent must provide supervised, structured activities at least five days per week. Activities must be on-site and at no charge to the residents.
- Meals – Optional** – Applicant must pay for daily, at least one meal per day, delivery and cost of meals to the residents or provide for the daily preparation and serving of meals in a designated common on-site facility. Programs such as “Meals on Wheels” will not qualify for points because Applicant is not providing the service.
  - Applicant will provide for delivery and cost of daily meals (at least one meal per day) to be served in a designated common facility located on-site; or

- Applicant will arrange for daily meals, at least one meal per day, to be delivered to the residents at no cost to the residents.
- Private Transportation for the Development – Optional** – The Applicant or its Management Agent, at no cost to the resident, must provide a qualified driver and have a safe and serviceable vehicle that can transport residents to off-site locations for such things as medical appointments, public service facilities, and/or educational or social activities. A nearby bus stop or access to programs such as “Dial a Ride” will not be acceptable for purposes of this commitment.
- Assistance with Light Housekeeping, Shopping and/or Laundry – Optional** – Applicant must provide weekly assistance with at least two of the following: (1) light housekeeping, and/or (2) grocery shopping, and/or (3) laundry, at a rate which is at least 25% lower than market.
- Personnel On-Call 24 Hours Per Day – Optional** – Applicant must provide a manager maintenance employee and/or security guard on the Development’s premise at all times who is available and accessible to the residents 24 hours per day, seven days per week.

c. Resident Programs for **Non-Elderly Developments:**

- Homeownership Opportunity Program – Mandatory** – Applicant must provide a homeownership opportunity program available to all residents in compliance with their current lease. The program must set aside 5% of the resident’s gross rent toward a down payment for that resident when the resident moves from the development into homeownership. The resident may be suspended from the program during the period of a lease if the resident violates any provision of the lease. Upon renewal of the lease, the resident must be reinstated into the program for the period of that renewal, with suspension permitted under the same terms as discussed above. The homeownership opportunity program must also include financial counseling for all residents, with emphasis on credit counseling and other items necessary for successful purchase of, and maintenance of a home.
- First Time Homebuyer Seminars – Mandatory** – Applicant must arrange for and provide at no cost to the resident, in conjunction with local realtors or lending institutions, semiannual on-site seminars for residents interested in becoming homeowners.
- After School Program for Children – Optional** – Applicant or its Management Agent must provide daily, supervised, structured, age-appropriate activities for children during the after-school hours. Activities must be on-site and at no charge to the residents.

- Literacy Training – Optional** – Applicant must make available, at no cost to the resident, a literacy tutor(s) to provide weekly literacy lessons to residents in private space on-site and must include English as a Second Language lessons to residents in private space on-site
  - Job Training – Optional** – Applicant must provide, at no cost to the resident, regularly scheduled classes in typing, computer literacy, secretarial skills or other useful job skills. Regularly scheduled means not less often than once each quarter.
- d. **Homeless, Veterans or Special Needs Housing:** The Applicant may propose appropriate Resident Programs. Attach as Exhibit 18.
4. Describe in detail all design and other physical amenities that provide enhanced quality of life, energy efficiency, increased security, handicapped accessibility, or other features. Each feature mandated by the Authority or selected by the Applicant will be made a part of the Land Use Restriction Agreement, Developments that include a mix of elderly and non-elderly units must provide design features for both elderly and non-elderly units must provide design features for both elderly and non-elderly developments. The design and amenity features to be provided are:
- a. **In addition to meeting all building code, Fair Housing Act, and Americans with Disabilities Act Requirements, the following items are required:**
    - **Air conditioning** (window units are not allowed), in all units
    - **Dishwasher**, in all new construction units
    - **Garbage Disposal**, in all new construction units
    - **Cable TV Hook-Up**, in all units
    - **At least two full bathrooms** in all **3 bedroom or larger** new construction units
      - At least **1 and ½ bathrooms** (one full bath and one with at least a toilet and sink) in all new construction **2-bedroom units**
    - **Full sized appliances** in all units
    - **Bathtub** in at least one bathroom in new construction non-elderly units
    - **Exterior Lighting for all buildings and parking areas**
  - b. **For New Construction Units**, the applicant may select items from the following list. The selected items must total 25 points:
    - Window Treatments: Identify treatment inside each unit (3 points)
      - mini-blinds
      - curtains
      - vertical blinds inside each unit
    - 30 Year Expected Life Roofing on all Buildings (5 points)

- Gated community with “carded” entry or security guard , or if mid-or-high-rise, “carded” secure entry to building  (2 points for gated community, 4 points for secure building entry)
- Exterior Finish -  stucco or  cementitious siding or  brick exterior finish (3 points – check choice)
- Ceramic tile bathtub/shower area (3 points)
- Microwave Oven (3 points)
- Marble Windowsills (3 points)
- Fire Sprinklers in All Units (5 points)
- Steel entry door frames (4 points)
- Termite prevention/detection system (2 points)
- Built-in computer desks (2 points)
- Exterior lighting (3 points)
- Double compartment kitchen sink (1 point)
- Laundry Hook-ups and space for washer/dryer inside each unit (3 points)
- Non-smoking units (may not choose with Non-Smoking Building (4pts)
- Non-smoking buildings (5 points)]

c. **For Rehabilitation of Existing Development**, the applicant may select items from the following list. The selected items must total 25 points:

- Laundry Hook-ups and space for washer/dryer inside each unit (3 Points)
- Window Treatments: Identify treatment inside each unit (3 points)
  - mini-blinds
  - curtains
  - vertical blinds
- 30-Year Expected Life Roofing on all Buildings (4 points)
- Gated community with “carded” entry or security guard, or if mid-or-high rise, “carded” secure entry to building (3 points)

- Ceramic Tile bathtub/shower area (3 points)
- Microwave Oven (3 points)
- Fire Sprinklers in All Units (4 points)
- Dishwasher inside each unit (3 points)
- Garbage disposals inside each unit (3 points)
- Steel entry door frames (3 points)
- Termite prevention/detection system (2 points)
- Double compartment kitchen sink (1 point)
- Non-smoking units (may not choose with Non-Smoking Building (4pts)
- Non-smoking buildings (5 points)

d. **For Elderly Developments** or developments with elderly units, the applicant may select from the following list. The selected items must be on-site and total 16 points (2 points each):

- Emergency call service in all elderly units
- Hairdresser Shop or Barber Shop on site
- Laundry facilities available on every floor
- All bathrooms in elderly units handicapped accessible with grab-bars per ANSI requirements
- Public transportation within 150 feet of property (or elderly building if mixed family-elderly)
- Exercise room with appropriate equipment
- Community center or clubhouse
- Swimming pool
- Covered picnic area with at least three permanent picnic tables and a permanent outdoor grill

- Outside recreation facility (such as shuffleboard court, putting green, tennis court). Identify facility: \_\_\_\_\_
- Library consisting of a minimum of 100 books and 5 magazine subscriptions. The Library must include a computer lab.
- Community Garden
- Dedicated movie room (new construction or rehabilitation)
- Movie room in common area (rehabilitation)

e. **For Non-Elderly Developments**, or developments with non-elderly units, the applicant may select from the following list. The selected items must be on-site and total 16 points (2 points each):

- Exercise room with appropriate equipment
- Community center or clubhouse
- Swimming pool
- Playground/tot lot (must be sized in proportion to development's size and expected resident population with age-appropriate equipment)
- Car care area (for car cleaning/washing)
- Childcare facility located within three miles of the property
- Public transportation located within one-half mile of the property
- Library/study room consisting of a minimum of 100 books and 5 magazine subscriptions. The Library must include a computer lab.
- Two or more parking spaces per unit
- Outside recreation area for older children (such as basketball court, tennis court, volleyball court, etc.). Identify facility: \_\_\_\_\_
- Community Garden
- Picnic area with at least three permanent picnic tables and a permanent outdoor grill

f. **Energy Conservation Feature** – For all developments, the applicant may select from the following list.

Mandatory Features:

- Energy Star qualified refrigerator;
- Energy Star qualified dishwasher;
- Energy Star qualified washing machine, if provided by applicant;
- Minimum SEER of 15 for unit air conditioners (excluding buildings with a central chiller system).
- Caulk, weather strips, seal holes, cracks, etc. (Rehab developments)
- Sealed and insulated heating and cooling system ducts (Rehab developments)
- Low-VOC paint for all interior walls (50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint).
- Low-flow water fixtures in bathrooms--WaterSense labeled products or the following specifications:
  - Toilets: 1.6 gallons/flush or less
  - Faucets: 1.5 gallons/minute or less
  - Showerheads: 2.2 gallons/minute or less.

Optional Green Building Features:

Applicant must choose at least five (5) items from the following list:

- Programmable thermostat in each unit
- Energy Star ceiling fans in all bedrooms and living areas
- Energy Star qualified roofing material or coating
- Energy Star exhaust fans in bathrooms
- Energy Star rating for all windows
- Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings
- FL Yards and Neighborhoods certification on all landscaping
- Eco-friendly flooring -- Carpet and Rug Institute Green Label certified carpet and pad, bamboo, cork, recycled content tile, and/or natural linoleum
- Eco-friendly cabinets – formaldehyde free, material certified by the Forest Stewardship Council
- Motion detector on common area lighting

## **V. ABILITY TO PROCEED**

Each Application shall be reviewed for feasibility and ability of the Applicant to proceed with construction of the Development.

### **A. Site Control**

Site Control must be demonstrated by the APPLICANT. At a minimum, a Contract for

Purchase and Sale must be held by the Applicant for the proposed site. The contract may not expire before 7 months from date the Bond Application was submitted to the Authority and the remedy for default on the part of the seller must include or be specific performance, and the buyer **MUST** be the Applicant. Site is controlled by:

\_\_\_\_\_ Contract for Purchase & Sale,

\_\_\_\_\_ Recorded Deed,

\_\_\_\_\_ Long-Term Lease: If site control is demonstrated by long-term lease, a copy of the executed lease must be provided. The lease may be contingent only upon the receipt of Bond Financing

**IMPORTANT:** If site control is not held by the Applicant, a fully executed, enforceable **contract for purchase and sale or assignment of contract** must be provided which obligates the seller or assignor to transfer the site to the Applicant contingent **ONLY** upon the award of Bond Financing. If site control is evidenced by contract for purchase and sale, the Authority may give preference to those contracts that evidence ability to extend through **December 31**, (after the initial 7-month site control requirement). Evidence of Site Control can be found directly behind tab labeled Exhibit 19.

B. Zoning and Land Development Regulations

1. a. Is the site appropriately zoned for the proposed Development: No \_\_\_\_\_ Yes \_\_\_\_\_
- b. Indicate zoning designation (s) \_\_\_\_\_
- c. Current zoning permits \_\_\_\_\_ units per acre, or \_\_\_\_\_ for the site (PUD).
- d. Total Number of Units in Development: \_\_\_\_\_

**Note: at a minimum, the current, applicable Future Land Use Map Designation and associated Local Government Comprehensive Plan Future Land Use Element provisions must permit the proposed Development.**

2. New Construction Zoning and Land Development Regulation Development Requirements:

- a. Applicant must provide a letter from the appropriate local government official that the Development is consistent with zoning and land development regulations, which verify that the site is appropriately zoned and consistent with local land use regulations regarding density and intended use. **To meet minimum requirements, attach a letter from the appropriate local government official verifying that the current, applicable Future Land Use Map Designation and associated Local Government Comprehensive Plan Future Land Use Element provisions permit**

**the proposed Development.** The local government verification letter can be found directly behind tab labeled Exhibit 20.

- b. [Applicant must provide copies of building permits for vertical construction for all buildings in a multi-building development or a letter stating that except for payment of fees, permits would be issued. A copy of the permits or letter can be found directly being tab labeled Exhibit 21.]**

3. Rehabilitation Zoning and Land Development Regulation Development Requirements:

- a. Applicant must provide a letter from the appropriate local government official that the Development is consistent with zoning and land development regulations, which verifies that the site is appropriately zoned and consistent with local land use regulations regarding density and intended use. **To meet minimum requirements, attach a letter from the appropriate local government official verifying that the current, applicable Future Land Use Map Designation and associated Local Government Comprehensive Plan Future Land Use Element provisions permit the proposed Development.** The local government verification letter can be found directly behind tab labeled Exhibit 22; OR
- b. Applicant must provide copies of rehabilitation/building permits or a letter stating that except for payment of fees, permits would be issued. A copy of the permits or letter can be found directly behind tab labeled Exhibit 23; OR
- c. Applicant must provide a letter form the appropriate local government official that verifies that permits are not required for the Development. A copy of the letter can be found directly behind tab labeled Exhibit 24.

**F. Experience of the Development Team**

**NOTE: If team member worked on an Authority bond transaction which closed in the last three years, list the name of team member, BUT THERE IS NO NEED TO FILL OUT THE APPLICABLE ATTACHED CHART(S).**

The past performance record of the development team (which consists of Developer and Management Agent) will be carefully reviewed.

1. Experience of Developer:

Name : \_\_\_\_\_  
Principal(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- a. Fill out the attached chart.**

b. Has the Developer, or any of the principals of the Developer been associated with any development that has gone into default or given “troubled development” status?

Yes \_\_\_\_\_ No \_\_\_\_\_

If “Yes”, attach a detailed explanation of the situation(s) and resolution as Exhibit 25.

c. Has the Developer or any principal of the Developer been associated with any development that has been found in non-compliance with program requirements; i.e. an incurred 8823?

Yes \_\_\_\_\_ No \_\_\_\_\_

If “Yes”, attach a detailed explanation of the situation(s) and resolution as Exhibit 26.

2. Experience of General Partner.

Name: \_\_\_\_\_

If entity, name of principal(s): \_\_\_\_\_

\_\_\_\_\_

a. Fill out the attached chart.

b. Has the General Partner, or any of the principals of the General Partner been associated with any development that has gone into default or given “troubled development” status?

Yes \_\_\_\_\_ No \_\_\_\_\_

If “Yes”, attach a detailed explanation of the situation(s) and resolution as Exhibit 27.

c. Has the General Partner or any principal of the General Partner been associated with any development that has been found in non-compliance with program requirements?

Yes \_\_\_\_\_ No \_\_\_\_\_

If “Yes”, attach a detailed explanation of the situation(s) and resolution as Exhibit 28.

3. Experience of Management Agent.

Name: \_\_\_\_\_

Principal(s): \_\_\_\_\_

\_\_\_\_\_

a. Fill out the attached chart.

- b. **Has the Management Agent, or any of the principals of the Management Agent been associated with any development that has gone into default or given “troubled development” status?**

Yes \_\_\_\_\_ No \_\_\_\_\_

If “Yes”, attach a detailed explanation of the situation(s) and resolution as **Exhibit 29**.

- c. **Has the Management Agent or any principal of the Management Agent been associated with any development that has been found in non-compliance with program requirements?**

Yes \_\_\_\_\_ No \_\_\_\_\_

If “Yes”, attach a detailed explanation of the situation(s) and resolution as **Exhibit 30**.







## **VI. FORM OF EXPENSE AND INDEMNITY AGREEMENT**

Attached as Exhibit 31, the “Form of Expense and Indemnity agreement found as Exhibit A within the “Application Procedures and Program Guidelines” handbook. An ORIGINAL SIGNATURE must be included on the form contained within the original application. Photocopies of the executed form may be utilized within the copies of the application.

## **VII. REHABILITATION APPLICANTS ONLY SECTION**

Attach as Exhibit 32, a detailed description of the rehabilitation activities and the status and plans for existing residents. At a minimum, the attachment should describe (i) a detail of all rehabilitation, including the rehabilitation cost per unit and the cost for each item, (ii) the current rents at the development compared to the proposed rents, (iii) the plans for the existing residents, both during and after rehabilitation, (iv) the income levels of the current residents, and whether the current residents will qualify as residents after rehabilitation, (v) a copy of any third party physical needs assessment, or explanation for why the document is not available.



## Exhibit 31

### EXPENSE AND INDEMNITY AGREEMENT

Housing Finance Authority of Leon County

RE: HOUSING FINANCE AUTHORITY OF LEON COUNTY  
MULTIFAMILY OBLIGATIONS

Ladies and Gentlemen:

The undersigned (the “Applicant”) has requested that the Housing Finance Authority of Leon County (the “Authority”) consider its application (the “Application”) for the issuance of obligations by the Authority (the “Obligations”) for the benefit of the Applicant, and as an inducement to such consideration hereby agrees with the Authority as follows:

Section 1. Payment of Expenses. Whether or not the Obligations are offered, sold or issued, the Applicant agrees to pay and be liable for, and to hold the Authority harmless against the payment of, any and all expenses whatsoever arising out of or related to the Obligations and/or the Application, including, without limitation, the fees and expenses of bond counsel, investment bankers, financial advisor, credit underwriters, and if any, counsel to the Authority, administrative expenses, recording charges, expenses of printing offering circulars or official statements, the cost of printing the Obligations and advertising the sale thereof (collectively, the “Expenses”). The Applicant acknowledges and agrees that the application fee is a separate fee that is non-refundable and shall not be used for the payment of any of the Expenses.

Section 2. Indemnity. Whether or not the Obligations are offered, sold or issued, the Applicant agrees to indemnify and hold harmless the Authority, and each of its members, officers, agents, attorneys and employees against any and all claims and liability whatsoever arising out of or related to the Obligations or the Application, including, without limitation, actual or alleged misrepresentation, fraud or other tortious conduct or breach of contractual relationships, whether predicated upon federal or state statutes, common law, principles of equity or otherwise, excepting only claims based upon willful misfeasance or nonfeasance of the Authority. In furtherance of the foregoing, the Applicant agrees to pay any and all attorneys' fees and court costs, including those relating to appeals, incurred in the defense of any of the claims or liabilities herein referenced upon the Authority's written demand thereof. It is further understood and agreed that the Authority or any of the persons herein above indemnified shall be entitled to retain counsel acceptable to the Authority or them to defend any such claim, but that neither the Authority nor any such person will enter into any settlement of the same without the prior written approval of the Applicant, which approval may not be unreasonably withheld, conditioned or delayed.

Section 3. Survival of Agreement. This Agreement shall survive the closing of the Obligations and shall not merge into or be superseded by any other agreement other than by a written amendment hereto specifically denominated as such and executed by the Authority and the Applicant.

Dated: \_\_\_\_\_

NAME OF APPLICANT:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted and Agreed:

**HOUSING FINANCE AUTHORITY  
OF LEON COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_