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Dear Applicants:

The Housing Finance Authority of Miami-Dade County (the "Authority") appreciates your interest in tax-exempt financing and we are anxious to work with you to develop a package that will result in the issuance of mortgage revenue debt obligations to aid in the financing of your Development.

Applications must be submitted electronically to each of the entities on the distribution list. In addition, at least one hard copy must be provided to the HFA and the Financial Advisor. Copies must also be provided to Bond Counsel and the Credit Underwriter when they are assigned.

The Application package must be completed and distributed to the following distribution list:

1. Authority  
Cheree Gulley  
Housing Finance Authority of Miami-Dade County, Florida  
7855 NW 12<sup>th</sup> Street, Suite 202  
Miami, Florida 33126  
(305) 594-2518  
[cgulley@hfamiami.com](mailto:cgulley@hfamiami.com)
2. Authority Counsel  
David Stephen Hope, Esq.  
  
111 Northwest 1<sup>st</sup> Street, 28<sup>th</sup> Floor  
Miami, Florida 33128-1993  
(305) 375-4220 (David Hope)  
(305) 275-1339 (Juliette Antione)  
[dhope@miamidade.gov](mailto:dhope@miamidade.gov)

3. Financial Advisor  
Marianne Edmonds  
Molly Clark  
Public Resources Advisory Group  
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4. Staff Bond Counsel  
Jason Breth  
Misty Taylor  
Bryant Miller Olive P.A.  
255 S. Orange Avenue, Suite 1350  
Orlando, Florida 32801  
(407) 426-7001  
[jbreth@bmolaw.com](mailto:jbreth@bmolaw.com)  
[mtaylor@bmolaw.com](mailto:mtaylor@bmolaw.com)

On our website you will find the following Guidelines that will be applicable to your Application:

1. ADRAC GUIDELINES
2. MULTIFAMILY TAX-EXEMPT BOND PROGRAM APPLICATION PROCEDURES AND GUIDELINES
3. GUIDELINES FOR MULTIFAMILY COMPLIANCE

These documents must be reviewed in their entirety to understand the program guidelines and your compliance responsibilities post closing and the provisions thereof are incorporated into the Application. Any waivers of any of the Guidelines described in 1, 2 or 3 above will need to be requested in writing to the Authority for approval and need to be identified in the Application.

We wish you the best of luck and are looking forward to working with you. If you have any questions, please do not hesitate to contact our office at (305) 594-2518 or visit our website at [hfamiami.com](http://hfamiami.com).

Sincerely,

*Cheree Gulley*

Cheree Gulley, Esq.  
Executive Director

# HOUSING FINANCE AUTHORITY OF MIAMI-DADE COUNTY, FLORIDA

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# HOUSING FINANCE AUTHORITY OF MIAMI-DADE COUNTY, FLORIDA

## SUMMARY OF APPLICATION INFORMATION

(To be completed and submitted in addition to, and simultaneously with, the full application)

1. Applicant Name (owner of the project or borrower):
2. Date of Formation:
3. State of Formation:
4. Amount of Financing Requested: \_\_\_\_\_
5. Developer: \_\_\_\_\_
6. Project Name: \_\_\_\_\_
7. Project Address: \_\_\_\_\_
8. County Commission District#: \_\_\_\_\_
9. Scattered Site? Yes \_\_\_\_ No \_\_\_\_
10. New Construction \_\_\_\_ Rehabilitation \_\_\_\_
11. Owned \_\_\_\_ Leased \_\_\_\_ If Leased, Lessor \_\_\_\_\_
12. Number of Units: \_\_\_\_\_ Acreage: \_\_\_\_\_ Buildings: \_\_\_\_\_ Stories: \_\_\_\_\_

**Unit Breakdown and Rents: Please complete this chart for each set aside income percentage:**

Area Median Income/Rents	% of Median		% of Median		% of Median		% of Median	
	# of units	Rent	# of units	Rent	# of units	Rent	# of units	Rent
Efficiencies								
1 BR								
2 BR								
3 BR								
4 BR								
Total								

13. Sources and Uses: Please complete this chart for construction and permanent sources and uses.

*Note: that the Sources and Uses Totals should match or please indicate why they do not.*

Sources and Uses of Funds			
Sources	Construction	Permanent	Uses
Total			Total

12. Proposed Financing Structure (i.e. public offering or private placement lender):

Construction: \_\_\_\_\_

Permanent: \_\_\_\_\_

13. Proposed Tax Credit Investor:

**HOUSING FINANCE AUTHORITY OF MIAMI-DADE COUNTY, FLORIDA**  
**MULTIFAMILY REVENUE BOND PROGRAM APPLICATION**

**APPLICANT/BORROWER INFORMATION**

1. Name of Applicant Borrower:\_\_\_\_\_
2. Contact Person(s):\_\_\_\_\_
3. Address:\_\_\_\_\_
4. Telephone:\_\_\_\_\_
5. Email Address:\_\_\_\_\_
6. Name of Parent Company (if applicable):\_\_\_\_\_

**DEVELOPER INFORMATION**

1. Name of Developer:\_\_\_\_\_
2. Contact Person(s):\_\_\_\_\_
3. Address:\_\_\_\_\_
4. Telephone:\_\_\_\_\_
5. Email Address:\_\_\_\_\_
6. Name of Parent Company (if applicable):\_\_\_\_\_
7. Members of Partnership (if applicable):\_\_\_\_\_

**DEVELOPMENT INFORMATION**

1. Name of Development:\_\_\_\_\_
2. Development Address:\_\_\_\_\_
3. Type of Development: New Construction \_\_\_ Rehabilitation \_\_\_
4. Acreage:\_\_\_\_\_
5. Proposed Tax Code Set Asides: 20@50 \_\_\_ 40@60 \_\_\_
6. Other Set Asides required from other funding sources (please include chart of set asides by funding source):\_\_\_\_\_
7. Please indicate the location of the Development on a map (attach map). Is the Development located in:
  - a. Unincorporated Miami-Dade County? Yes \_\_\_ No \_\_\_
  - b. If no, please provide the name of the municipality:\_\_\_\_\_
8. Number of proposed rental units in Development:\_\_\_\_\_

9. Is this development designated to serve a specific group (i.e., elderly, disabled)?

Yes \_\_\_ No \_\_\_ If yes, please specify:

Area Median Income/Rents	% of Median		% of Median		% of Median		% of Median	
Unit Type	# of units	Rent	# of units	Rent	# of units	Rent	# of units	Rent
Efficiencies								
1 BR								
2 BR								
3 BR								
4 BR								
Total								

\*Note that all final set asides provided in the credit underwriting report will be contained in the Authority's LURA.

10. Will any units be accessible to the disabled? Yes \_\_\_ No \_\_\_ How Many? \_\_\_\_\_

11. Number of stories? \_\_\_\_\_

12. With respect to a rehab, what percentage of the cost of acquiring the building will be used for the Rehabilitation? \_\_\_\_\_ (\_\_\_\_\_)

13. Will construction of the Development require the relocation of existing tenants? Yes \_\_\_ No \_\_\_  
If yes and relocation plan is known, please provide a detailed explanation of the relocation plan as Exhibit I hereto. If yes and relocation plan is not known, the detailed explanation will need to be provided prior to final approval of the issuance of the Obligations by the Authority.

14. Is the existing or proposed Development in compliance with current zoning? Yes \_\_\_ No \_\_\_  
If no, explain additional zoning land use approvals required and status:

15. What is the zoning of the Development?:\_\_\_\_\_ How many units per acre are allowable under this category?:\_\_\_\_\_ Under proposed zoning change, if applicable?:\_\_\_\_\_

16. Do you have site control? Yes \_\_\_ No \_\_\_

If no, explain status including name of present owner:

If owned, when was it purchased?

Name of Seller?

Is Seller related to applicant?: Yes \_\_\_ No \_\_\_

If yes, please provide organizational chart of seller.

17. Use of Financing: Construction & Permanent \_\_\_ Permanent Only \_\_\_

Identify construction lender? \_\_\_\_\_

Identify permanent Lender? \_\_\_\_\_

Identify tax credit investor? \_\_\_\_\_

18. Will tax exempt bonds remain outstanding after construction period has ended?  
**Yes      No**

19. **Proposed Development Schedule (subject to HFA's approval)**

**Activity**

**Date**

Pass Intent Resolution

Obtain Credit Enhancement Commitment, if applicable

All necessary local approvals

Final site plans & architectural drawings

Feasibility Study

TEFRA approval

Real estate closing

Issue Obligations

Start construction or rehabilitation

Expected Completion Date

Start rent-up

Complete rent-up

20. **FINANCING INFORMATION: Provide a narrative description of complete financing structure, including any equity or loan sources:**

21. Has the Development been awarded a rent subsidy contract? Yes \_\_\_\_ No \_\_\_\_

Provide details:



**HOUSING FINANCE AUTHORITY OF MIAMI-DADE COUNTY, FLORIDA**  
**OTHER INFORMATION**

1. Do you presently have another application for this development submitted elsewhere or has this development been denied financing elsewhere?
2. Have you developed affordable housing in the Miami-Dade County area? If so, please list the projects.

3. Proposed Architect:

Firm: \_\_\_\_\_ Phone \_\_\_\_\_

Contact Person \_\_\_\_\_

4. Proposed Managing Agent:

Firm: \_\_\_\_\_ Phone \_\_\_\_\_

Contact Person \_\_\_\_\_

5. Proposed Contractor:

Firm: \_\_\_\_\_ Phone \_\_\_\_\_

Contact Person \_\_\_\_\_

6. Proposed Applicant's Attorney:

Firm: \_\_\_\_\_ Phone \_\_\_\_\_

Contact Person \_\_\_\_\_

7. Preferred Underwriter/Placement Agent:

Firm: \_\_\_\_\_ Phone \_\_\_\_\_

Contact Person \_\_\_\_\_

**HOUSING FINANCE AUTHORITY OF MIAMI-DADE COUNTY, FLORIDA**  
**ITEMS TO BE SUBMITTED BY DEVELOPER WITH APPLICATION CHECKLIST**

Application

Application Fee by wire

Exhibit A Executed Expense & Indemnity Agreement

Exhibit B Applicant/Borrower Organizational Chart

Exhibit C Developer Organizational Chart

Exhibit D Development budget

Exhibit E Proforma operating statement projecting income and expense

Exhibit F Commitment Letter Construction Financing

Exhibit G Commitment Letter Permanent Financing

Exhibit H Maps/photos (site location, street maps)

Exhibit I Relocation Plan

Exhibit J Amenity List

**PLEASE SEND EXHIBITS K THROUGH O AS ONE DOCUMENT SEPARATE  
FROM THE APPLICATION**

Exhibit K Principal's resumes/financial statements

Exhibit L Development team resumes

Exhibit M Developer experience

Exhibit N Site Control Evidence

Exhibit O MAI appraisal, if available

**EXHIBIT A**  
**HOUSING FINANCE AUTHORITY OF MIAMI-DADE COUNTY, FLORIDA**  
**EXPENSE AND INDEMNITY AGREEMENT**

Housing Finance Authority of Miami-Dade County  
7855 NW 12th Street, Suite 202  
Miami, Florida 33126

Ladies and Gentlemen:

The undersigned (the "Applicant") has requested the Housing Finance Authority of Miami-Dade County, Florida (the "Authority"), to consider its application for the issuance of the Obligations referred to therein (the "Obligations") related to the multifamily housing development known as/to be known as \_\_\_\_\_ for the benefit of \_\_\_\_\_, as 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 relating to the issuance thereof, including, without limitation, administrative charges and out-of-pocket expenses, recording charges, expenses of printing offering circulars or official statements, and the cost of printing the Obligations and advertising the sale thereof and expenses of registering the Obligations with the securities commission of any state. The fees of the Authority's bond counsel, financial advisor, administrative staff and legal advisor shall be payable only if the Obligations are issued and delivered, but the Applicant shall in all events be liable for the payment of the disbursements and out-of-pocket expenses of such personnel. It is further agreed that the applicant fee is a separate fee, which shall not be used for the payment of the expenses delineated herein.

Section 2. Indemnity. Whether or not the Obligations are offered, sold or issued, the Applicant agrees to indemnify the Authority, and each of its members, officers, agents, attorneys or employees against any and all claims and liability of whatsoever nature arising out of the issuance thereof, including without limitation, claims based upon actual or alleged misrepresentation, fraud or other tortuous 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. In furtherance of the foregoing the Applicant agrees to pay any and all attorney's fees and court costs incurred in the defense of any of the claims here above enumerated upon the Authority's written demand thereof. It is further understood and agreed that the Authority or any of the persons here above indemnified shall be entitled to retain counsel acceptable to the Authority or them to defend any 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. It is further understood that the Authority will give reasonable notice to the Applicant of the pendency of any such claims or liability and the Applicant shall have the opportunity to recommend counsel for selection by the Authority or its members. The actual selection of counsel, however, will be solely within the discretion of the Authority or its members.

Section 3. Survival of Agreement. This Agreement shall survive the closing of the issuance 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.

Date: \_\_\_\_\_ Name of Applicant: \_\_\_\_\_

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