# State of Utah
# 2016-2017

# Olene Walker
# Housing Loan Fund
# National Housing Trust Fund
# Allocation Plan

## Contents

**Introduction**

The National Housing Trust Fund (HTF) is an affordable housing production program established under Title 1 of the Housing and Economic Recovery Act of 2008, Section 1338 of the Federal Housing Enterprises Financial Safety and Soundness Act of 1992 (public Law 110-289) that will complement existing Federal, state and local efforts to increase and preserve the supply of decent, safe, and sanitary affordable housing for extremely low-income and very low-income households, including homeless families.

The Division of Housing and Community Development (HCD) will receive and administer $3 million dollars in 2016. Funds will be distributed through a statewide application process.

These Program Guidance and Rules describes how Utah intends to distribute the HTF funds and also describes what activities may be undertaken with HTF funds and how recipients and projects will be selected.

**Eligible Activities**

The State of Utah has elected to use HTF funds for the production of affordable housing through new construction, reconstruction, and/or acquisition and rehabilitation of affordable housing. This use of funds is in keeping with HCD's Consolidated Plan which lists "Increasing the Availability of Affordable Housing" as it's priority. HTF funds will not be used for homeownership housing (including first time home buyers), Project Based Rental Assistance, or for administration or planning costs. All HTF-assisted rental housing must meet a 30-year affordability period. HCD has elected to administer HTF funds directly and will not employ a sub-grantee to distribute funds.

Applicants applying for funds must submit a completed application (Appendix 1), including all required support and supplementary documentation, to HCD on or before the dates indicated below. All completed and on time applications will be competitively reviewed by staff who will present the application to the Board members with funding recommendations made by staff within the cycle received. Applications must be submitted in the following cycles before 6:00 P.M. (Mountain Time) on the dates specified below:

| Quarter | Submission Deadline | Board Meeting Date* | Submit To |
|---|---|---|---|
| Fall 2016 | Friday, September 9, 2016 | Thursday, October 27, 2016 | DWS-HCD |
| Winter 2016/2017 | Monday, October 3, 2016 (consolidated tax credit/ OWHLF applications only)<br><br>Friday, December 9, 2016* (non-tax credit OWHLF applications only) | Thursday, January 26, 2017<br><br>Thursday, January 26, 2017 | UHC and DWS-HCD separately<br><br>DWS-HCD only |
| Spring 2017 | Friday, March 10, 2017 | Thursday, April 27, 2017 | DWS-HCD |
| Summer 2017 | Friday, June 23, 2017 | Thursday, July 27, 2017 | DWS-HCD |
| Fall 2017 | Friday, September 15, 2017 | Thursday, October 26, 2017 | DWS-HCD |

*All Board meeting dates are subject to change depending on member availability

A decision on each application will generally be made no later than the Board Meeting Date for each cycle. However, the Board reserves the right to delay the decision to accommodate scheduling and processing.

Effective for the January 2017 round, all Housing Trust Fund applications with supporting documentation to be considered beginning for the January 2017 OWHLF board meeting and following will need to be submitted to HCDD electronically – this can be done by providing HCDD with a CD/DVD containing digital files, a portable external “thumb” drive, emailing all documents to HCDD, or the use of the Internet dropbox.com service specifically set up for this purpose.

If the Board should find it necessary to modify the Reservation Cycle Submission Deadlines to dates other than those set forth above, it will make reasonable efforts to inform interested parties of that modification.

**Project Selection Process**

## Introduction

HCD staff shall select applications for funding consideration and submission to the Board after the following review processes:

Applicant’s ability to undertake eligible activities in a timely manner;

- Applicants will be evaluated on their development capacity; their experience with affordable housing development projects being completed within a reasonable timeframe.

Degree in which applicants will expand the number of extremely low-income units in the state;

- Applicants will be evaluated on the number of newly constructed or acquired and rehabilitated extremely low-income units as a result of the application proposal.

The extent to which the application makes use of non-federal funding sources;

- Applications will be evaluated on the quantity, quality and timeliness of leveraged non-federal funding.

Priority based upon geographic diversity;

- HCD will regard the entire state of Utah as the eligible area for purposes of the HTF.

Applicants ability to obligate HTF funds;

- Applicants will be evaluated on project readiness, including items like local project approval, architectural plans and site control.

The merits of the application in meeting the State's priority needs;

- All applications will be required to address the Consolidated Plan priorities: Improve housing quality, expand the supply of affordable housing, and/or help the citizens of Utah attain housing stability.

For rental housing, the duration of the units' affordability period;

- HCD will require that affordability be for the 30-year term required by the HTF. The affordability requirements will be outlined in a deed restriction that will be recorded in the applicable registry of deeds.

## Eligible Activities

HCD will require that all recipient applications contain a description of the eligible activities to be completed with HTF funds as required in section 93.200. HCD will define an eligible activity as meeting one of the following activities:

- Acquisition and rehabilitation of existing housing units
- New construction of adaptive re-use of existing building of rental housing units

## Recipient Application Requirements

HCD will require that each eligible recipient certify that housing assisted with HTF funds will comply with HTF requirements. The certification will be included in the application package for the HTF.

## Project Selection Criteria

The Olene Walker Housing Loan Fund Board will give priority to projects based on:

- Increased number of units that target extremely low-income persons;
- Targeting of lower AMI levels;
- Efficient use of funds;
- Targeting special needs persons

## Project Scoring

Increased number of units that target extremely low-income persons

Applicants will be awarded 10 base points for each extremely low-income unit at or below 30% AMI up to 20 units.

Targeting of lower AMI levels for 9% tax credit projects

- 0 additional points for each 30% AMI or below unit
- 0 additional points for each 25% AMI or below unit
- 5 additional points for each 20% AMI or below unit
- 10 additional points for each 15% AMI unit

Targeting of lower AMI levels for projects not funded with 9% tax credits

- 5 additional points for each 30% AMI or below unit
- 10 additional points for each 25% AMI or below unit
- 15 additional points for each 20% AMI or below unit
- 20 additional points for each 15% AMI unit

Efficient use of funds

- 15 points will be awarded to projects which use the 100% Fair Market Rent basis in lieu of the 120% Fair Market Rent.

Targeting special needs persons

2 points will be given to each unit set-aside for elderly, disabled and/or homeless

*To note, consideration or preference will not be made on the basis of geography.

**Project Underwriting and Threshold Requirements**

Financial feasibility is critical to the long-term affordability of the project. The staff will review the application to determine if it meets minimum feasibility threshold requirements before scoring. The application must satisfy the following criteria:

- Application with supporting appendices must be complete, signed, and submitted along with a digital copy in Microsoft Excel 2007 or later formats:
    - For multifamily rental projects applying for low-income housing tax credits (“Housing Credits”) from Utah Housing Corporation (“UHC”) along with NHTF funds, please use the *2017 Federal Housing Credit Consolidated Application Form* available from UHC upon request.

- For all other multifamily rental projects, please use the *2015-2016 Multifamily Affordable Housing Application* available upon request or at the OWHLF website.
- Only 2015-2016 electronic applications with write protection intact will be accepted.

- Project must commit to an affordability period required by Section 93.302 of CFR Part 93 (Housing Trust Fund Program) as amended from time to time, or until the Promissory Note between Borrower and the State is paid in full, whichever is later.
- For acquisition/rehabilitation projects, all replacement reserve funds accumulated by the selling entity must be shown in the application “Sources and Uses” section.
- Project must provide evidence of site control (i.e. Real Estate Purchase Contract or equivalent).
- Applicant must provide, at the time of application, proof from the appropriate jurisdictional authority that the proposed project is permitted under the jurisdiction’s current zoning code.
- A current appraisal or update (not older than 12 months), shall be required to be submitted for all acquisition, rehabilitation, and new construction projects to HCDD staff for review prior to loan closing. Boards’ approval shall be conditional upon receipt of the appraisal.
- Project must demonstrate financial feasibility within the Board-established Safe Harbors **(Appendix 2)**. There may be some deviation with regards to Safe Harbors described in Appendix 2. However, the DCR, vacancy, minimum cash flow per unit and capital replacement reserve minimums are threshold items, but exceptions will be made for RD 515 and Section 8 HAP contract projects that have the opportunity for annual contract adjustments. All other applications below the minimums for these criteria will not be processed. See Appendix 2 for further discussion.

- Rehabilitation projects will be required to meet current rehabilitation code.

- A comprehensive independent third party market study is required on all projects according to the procedures in Section I below. See exception for rehab projects in Market Study section.

- A plan for affirmative marketing of units must be included with the project application. (**Appendix 3**)

- Letters of interest are required from financial sources for all projects. The letters of interest should stipulate the amount, loan terms and the lender’s acceptable Debt Coverage Ratio. Letters of interest are also required for grants.

- Developer must be in good standing with all other Federal and state agencies sponsoring housing programs, i.e., low-income housing tax credit (“LIHTC”), tax credit investor, HOME, HUD, USDA-RD, etc. In instances where NHTF and the developer and other legal entities are in litigation, any new proposals will be held for further consideration until resolution of the litigation occurs.

## Documentation Requirements

The application must include all documentation supporting claims made. Documentation required to meet threshold requirements must be provided or the application will not be considered for funding. The OWHLF Documentation Checklist on page one of the application (**Appendix 1**) is provided to assist developers in properly documenting the Application. This page must accompany the application. Only updated information requested by staff or the Board, will be accepted after the application deadline.

### Third-Party Documentation

a. Zoning
b. Site Control
c. Environmental assessment (excluding required questionnaire)
d. Property tax estimate
e. Memorandum of Understanding with housing authority, etc.

## Independent Comprehensive Market Study

This is required at the time of application on projects over 25 units. Projects with 25 or fewer units must provide a comprehensive study within 90 days of receiving any conditional approval for funding. Applicants must submit the market study summary sheet (**Appendix 5**) with the market study.

## Capital Needs Assessment

All acquisition rehabilitation projects are required to provide a comprehensive Capital Needs Assessment on the project as a threshold item (see **Appendix 6** for details). Projects are required to provide an independent third party verification of rents charged (before negotiations were entered into for the purchase of the project) in the form of actual checks, audited rent rolls etc., for at least two years, with a CPA review or other independent third party approved by staff as part of the application.

## Special Needs Units Documentation

For projects that have applied for NHTF funds and have specific set-aside units for special needs populations listed in the application, a letter from the developer is required with each application explaining the developer’s intention regarding special needs units that are consistent with letters received from the service provider(s). Service Provider Questionnaires (**Appendix 7**) for each special needs category specified in the application are required to accompany each application, one for a primary service provider and one for a secondary service provider. Also, the developer must indicate what steps will be taken to inform the service provider of a vacancy and what steps the project will take to keep the special needs units continuously occupied by the intended tenant population.

Please see Part II “Multifamily Programs and Applications” Section 8 Subsection F for “Special Needs Set-Aside Compliance Policy” and Part V “Definitions” for specific information regarding special needs set-aside units.

### Environmental Review

A HUD Environmental review is required for ALL projects funded in whole or part with NHTF (Federal) funds or state funding used as match for HOME funds. Project managers will be notified if their project is funded with NHTF funds. The HUD environmental review process must be completed prior to expenditure of any NHTF funding. Project managers should refer to **Appendix 8** for instructions, and should allow at least 60 days to complete this process.

### Relocation Requirements

Any project awarded NHTF (Federal) funds or state funding used as match for NHTF funds involving acquisition, demolition, and/or rehabilitation of occupied existing housing and/or commercial development is subject to the Uniform Relocation Act of 1970 and/or Section 104(d) of the Housing and Community Development Act of 1974. Applicants must review and submit **Appendix 9** as part of the NHTF application process.

### Market Study

The Board is an allocator of federal. The comprehensive market study (the “Market Study”) is to inform the developer of the need for affordable housing and the best configuration/ design of a project. Interested parties, such as lenders and investors should determine for themselves the feasibility and merits of the project.
Independent Market Studies are required at time of application on all projects over 25 units. Projects with 25 or fewer units must provide a Market Study before the earlier of 90 days after receiving any conditional approval for funding that is no more than twelve (12) months old. Without the statutory required Market Study, the conditional approval of funding is null and void. Shelters, group homes, and transitional housing that do not generate income are required to provide documentation of need for service to the special population.

Rehabilitation Projects may submit applications without a market study where proposed rents do not exceed current rent levels in the project and the project is no less than 75 percent occupied. An independent third party must certify the current rent and occupancy levels in the project. Applicant may provide current leases, deposit slips and rent rolls with the supporting bank statements for the most recent 12-month period in lieu of a third party certification.
For complete instructions on preparing the market study, see **Appendix 5**.

**Project Reasonableness**

Projects must be developed and operated within the OWHLF *Multifamily Standard Operating Safe Harbor Guidelines* (**Appendix 2**). Substantial deviations from standards should be accompanied by thorough and defensible explanations to prevent rejection of the application.

Staff and Board review of documents submitted in connection with the OWHLF allocation process is for its own purposes. Staff and Board makes no representations to the owner or anyone else as to the financial viability of any project.

**Maximum Per-unit Development Subsidy Amount**

The maximum per unit subsidy will be determined by calculating the difference of up 120% of HUD Fair Market Rent and the 30% Area Median Income maximum rent and then calculating a present value of that difference based on a 30-year amortization and the current market interest rate. Current market interest rate will be determined by OWHLF staff and reviewed by the OWHLF Board on a regular basis. Unit subsidy cannot exceed 75% of the total per unit development cost.

The Utah Preservation Model is provided as a tool to determine and calculate present value. The tool can be found in **Appendix 1**

Based on this evaluation, the staff shall underwrite for purposes of feasibility and will determine the amount of funds and the loan terms it will recommend for each application based on the pricing policy, loan terms, and loan products in **Appendix 4.** A similar analysis will be completed at the approximate date of allocation of the funding amount.

Projects are subject to further evaluation to determine the amount of funds that may be requested. The staff is required to make these determinations at three specific times:

- Upon review of application.
- Upon approval of funding by the Board.
- Prior to loan closing.

During each project evaluation, the staff will consider, among other factors, the following:

- Sources of funds including debt terms, grants, all tax credit proceeds amounts, and payment schedules.
- Development and construction costs.
- Operational costs.
- Project cash flow.
- Scoring sheet evaluation.

Prior to funding, the applicant must certify to the staff the full extent of all federal, state and local subsidies, which apply (or which applicant expects to apply) to the project. The staff reserves the right to review and/or inspect any information provided by an applicant with respect to project costs or financing, and the applicant agrees to provide

such information when requested. Through the competitive system, projects with excessively high intermediary costs will run the risk of not receiving funding.
The staff will evaluate each proposed project's financial feasibility and viability by taking into consideration, without limitation:

- The proposed sources and uses of funds.
- The terms and conditions of the permanent financing package including debt, investor contributions, grants, etc.
- The Tax Credit purchase rate and net equity proceeds expected to be generated by the purchase of the credits.
- The reasonableness of the developmental and operational costs, including cash flow and
- Debt coverage ratios of the project.

The staff will utilize the Safe Harbor Schedule set forth in **Appendix 2** in the process of evaluating feasibility and determining funding needs. Projects that propose fiscal scenarios outside the staff's established Safe Harbors must provide reasonable explanation for such proposals and evidence of acceptance of such proposals by the project's lender and investor. The staff reserves the right, at its sole discretion, to reject the proposed scenario and underwrite the project using the established Safe Harbors.

Based on this evaluation, the staff shall underwrite for purposes of feasibility and will determine the amount of funds and the loan terms it will recommend for each application based on the pricing policy, loan terms, and loan products (**Appendix 10**). A similar analysis will be completed at the approximate date of allocation of the funding amount.

### Affirmative Marketing Plan

In furtherance of the State of Utah commitment to nondiscrimination and equal opportunity in Housing, NHTF-assisted project owners and contractors administering NHTF programs for the state of Utah are required to establish procedures for affirmatively marketing their housing units and for affirmatively marketing loan or housing opportunities under any of the State Housing sponsored programs (see **Appendix 3** for details).

### Competitive Bidding Process

To maximize the impact of the NHTF in creating the greatest number of high quality and durable housing units, applicants receiving NHTF funding must demonstrate that construction costs are competitive. This competitiveness must be demonstrated by either conducting an open bidding process or by confirming cost competitiveness through an industry-accepted cost estimating standard software program such as Bid4Build or RS Means.

### Project Scope of Work

As an integral part of the HCD contract, the project's Scope of Work will include specific project details (name of legal project owner, name of project, unit configuration and project physical address), the OWHLF Board funding approval date, the source(s) and amount(s) of funds, the number of NHTF-assisted units, the number and type of special needs set-aside units, the number and type of handicap accessible units, terms (interest rate, length of loan and/or of amortization period, and type of loan) of the NHTF loan, and specific project quality and design commitments as listed by the applicant in the approved application (see **Appendix 11** for an example).

## Accessible Units

**Type "A" Fully Accessible ADA Units for Long Term Mobility-Impaired Tenants**

Applications that specify one or more ADA set-aside units for Long Term Mobility-Impaired
Tenants are required to certify that those units are:

• Fully accessible Type A units;

• (Constructed as specified in) Accessible and Usable Buildings and Facilities Standard of the ICC/ANSI A117.11998 (International Code Council/American National Standards Institute), commonly known as the "Ansi Standard" which is referenced in both the 1997 UBC and 2003 IBC, which has been adopted by the State of Utah.

Certified using the Architect's Certification (**Appendix 12** (a) signed by a licensed architect and the General Contractor's Certification, or **Appendix 12** (b) signed by the Project's General Contractor to be submitted with the Final Cost Certification). ·

• Filled with qualified households according to Section 5.B of the Compliance Monitoring Plan which also explains coordinating with referring entities to fill vacant ADA Units for Long Term Mobility-Impaired tenants.

• In corresponding ratio to the general mix of unit types in the project where there is more than 1 unit set aside as ADA, i.e., if there is an equal number of two and three bedroom units in the building, one 2 bedroom ADA unit and one 3 bedroom ADA unit should be set aside.

In addition to the above-specified units, all multifamily residential buildings are required to follow the 1997 Uniform Building Code and the 2003 International Building Code, which are inclusive of the Fair Housing Act. The seven basic guidelines are provided in **Appendix 13**. For exceptions, see IBC 1107.5.4. Also see HUD's *Fair Housing Act Design Manual*, which can be found in its entirety at the following website: www.huduser.org/publications/destech/fairhousing.html.

This manual also explains the Type A, or fully accessible unit requirements.

## Project Fees

The Board will consider, at staff's recommendation, Project Fees, including, but not limited to:

• Developer overhead and profit.

• Contractor overhead, profit and general requirements.

• Development consulting fees.

• Administration and/or Management fees

• Incentive Fees

• Realtor fees

All fees must be reasonable with respect to the low-income housing objectives while sufficient to attract quality projects to the NHTF. Any fees approved by the Board must comply with HUD Regulations.

• All related-party fees will be disclosed (using **Appendix 14**) during the application process and verified at the final cost certification

• If fees increase between application and final certification, the amount of the NHTF loan will be reduced and the developer will repay the difference.

The Required Documentation for Closeout and Final Draw (**Appendix 15**) of each project requires that the project owner's CPA complete an audit and evaluation of all fee and overhead contracts whether with related or unrelated parties. The project developer must make full disclosure and allow the CPA access to all developer contracts in connection with preparation of the Final Cost Certification.

## Approval of Funding Request

After each application has been processed and the funding amount has been determined, staff will present projects to the Board at its regularly scheduled meetings. The Board shall hear comments from applicants as required to best inform the full board on the project financial structure and general parameters.

A copy of the approved Board recommendation, with all conditional requirements imposed by the Board and staff shall become a permanent record in the applicant's file. This recommendation will then be presented to the Board at the regularly scheduled quarterly meetings. The Board will approve, deny, or delay the application. A copy of the completed project Conditional Project Commitment Agreement shall be provided at the conclusion of the meeting and the Board Chair and the applicant will sign it at that time. It is this document that shall become the basis for the terms as outlined in the Loan Documents to be prepared by HCDD staff. No allowances or exceptions to the motion as originally approved by the Board shall be allowed. An applicant may request a change in the terms as outlined in the original motion of the board by reapplying to HCDD, with all updated, applicable financial information included, in subsequent funding rounds.

If funds for a housing activity are committed but none have been disbursed within twelve (12) months of initial commitment, those funds are subject to de-obligation and re-allocation by HCDD.

## Appeals Process

During the scoring process, the applicant will receive notification of any discrepancies between NHTF'S score determined during the project review/underwriting process and the score submitted by the applicant as calculated on their original application submitted to NHTF. A reasonable period of time will be provided for the applicant to defend its submitted score using solely the information originally provided in its Application.

## Project Status Reporting and Construction Monitoring

All projects receiving funding approval will be required to provide status reports in a frequency and format prescribed by the HCDD staff.

Information requested will be project specific and may include such items as: zoning approvals, firm debt and/or equity financing commitments, changes in debt and/or equity financing commitments or agreements, reports on construction progress, site control, and an update of cost for analysis.

Staff will conduct project monitoring at four stages: 1) pre-allocation, 2) 20% construction; 3) 50% construction, and 4) a final construction inspection prior to final project closeout. At any of the construction inspections, if it is noted that construction items specified in the original application and/or the contractual Scope of Work have not been completed or performed as represented in the original application, the developer will be given thirty (30) days to make corrections before any additional funding draws can be executed. Failure to complete the project as represented in the application and Scope of Work will result in the developer's ineligibility for further NHTF funds until the corrections have been completed. HCD has the authority, based on the information obtained in the status reports, during construction inspections, or on recommendation from the staff to extend the period of funding or to rescind the approval and require the project to reapply under the then-current project conditions.

A Project Development Schedule (**Appendix 16**) must be completed and delivered to staff on or before April 1, and September 1, of each year the project is under development.

## Compliance Monitoring Plan

This Compliance Monitoring Plan (the "Plan") sets forth the procedures that HCDD shall follow, and those procedures that an owner of an NHTF project shall be required to follow, to satisfy the requirements and regulations applicable to Federal HOME and state funds. As a condition to the allocation of NHTF funds, owners are required to enter into a binding agreement to comply with the terms and conditions of this Plan. This Plan is part of the OWHLF's annual Program Guidance & Rules for the State of Utah.

### Record Keeping Requirements

A Project Owner is required to keep separate records for each qualified low-income building in the project that show for each year in the compliance period as per CFR Part 93.407
:

1. The total number of residential rental units in the building (including the number of bedrooms and the size in square feet of each residential rental unit) ;

2. The rent charged on each residential unit in the building (including any utility allowances):

3. The number of residential units that are low-income units and the number that are NHTF assisted units (state, county, city, or consortium) ;

4. The number and ages of occupants in each low-income and NHTF unit;

5. The status of all low-income and NHTF units needs to be tracked on the Compliance Report (See **Appendix 17**). The information on this report that is collected includes move-in/move-out dates, household size, gross income, AMI, recertification date, and other rent related information. Please see the instructions for filling out this form immediately following the appendices;

6. For purposes of the plan, tenant income is calculated in a manner consistent with the determination of annual income under Section 8 of the United States Housing Act of 1937 ("Section 8 of the Housing Act"), and not in accordance with the determination of gross income for federal income tax liability. As required by the Final NHTF Rule, income determinations should be based on the anticipated income for the next twelve months.

### Record Retention Requirements

An owner is required to retain the records described in Section A in accordance with CFR 24 Part 93.407. These requirements establish retention requirements as follows:

1. All Records pertaining to each fiscal year of NHTF and Low-income funds must be retained for the most recent five-year period, except as provided in section 2 below.

2. Records may be retained for five years after the project completion date; except that records of individual tenant income verifications, project rents and project inspections must be retained for the most recent five-year period, until five years after the affordability period terminates.

### Certification Requirements

1. An owner is required to file with HCD at least annually, the Compliance Occupancy Report (**Appendix 17**), for the preceding 12-month period. In filing the information contained within, the owner certifies that the information is true and correct and that the supporting information has been collected and retained.

2. Each NHTF-assisted project is required to submit financial statements for each year of operations following the cost certification and with the final annual audit occurring the last year of the affordability period. Recipient will submit to the grantee a cost certification performed by a certified public accountant for each project assisted with HTF funds.

3. The owner for each low income or NHTF assisted unit in the project must obtain the annual income certification. This information must be obtained for each tenant eighteen years of age and older prior to occupancy of any low-income unit and annually thereafter. Certifications shall be kept in each individual tenant file along with other tenant information including but not limited to income verification, lease documentation, and inspections.

### Review and Inspection Requirements

An owner shall permit, and HCDD shall have the right to perform, an on-site property or file inspection of any NHTF project, at least through the end of the compliance period and thereafter for such period determined by HCDD not to exceed the extended use period of the buildings in the project. HCDD will review the information required to be submitted on an annual basis. Verification of information may be required and reviewed at the HCDD staff discretion. HCDD will inspect NHTF projects in accordance with 24 CFR Part 92.745. These sections require property inspection based on the following timeline:

12 months after project completion and at least once every 3 years thereafter during the period of affordability.

The property owner must certify to the grantee that each building in the project is suitable for occupancy, taking into account State and local health, safety, and other applicable codes, ordinances and requirements, and the ongoing property standards established by the grantee to meet the requirements of 92.745.

### Frequency and Form of Certification

The certification and review requirements shall be made as described in section C and D through the compliance period. The certifications and reviews may be completed more frequently than on a twelve-month basis, provided that each twelve-month period is subject to certification. The staff monitors projects for compliance. Staff may report noncompliance to the division administration, the Board, HUD, and the Attorney General’s Office.

### Special Needs Set-Aside Compliance Policy

Applicant agrees to set aside and continually rent and properly equip unit(s) to the special needs that was agreed upon in the project Application (for funding from the

NHTF), the final NHTF loan contract, and recorded Deed Restriction. Failure to fill the special needs set-aside units with the targeted population constitutes a violation of these agreements and may be considered a compliance issue, at the discretion of HCDD monitoring staff. If violation remains unresolved in a timely manner, project owners may jeopardize their future funding opportunities through the NHTF. Exceptions may be permitted only after meeting Housing and Community Development Division (HCDD) requirements in attempting to rent to this population and demonstrating that no tenants with special needs are available to fill the particular units (see requirements for meeting this exception below).

All NHTF applicants that receive NHTF funding must register their property and the number of special needs set-aside units in that property with The Utah Affordable Housing Database (UAHD), managed by HCDD. Owners/managers of properties with set-aside units are required to establish working relationships with primary and secondary community service providers (CSP) so that the referral process for special needs tenants will be more successful. The use of the UAHD website does not preclude utilizing current community service providers or the Utah Housing Corporation Set-aside Tracker.

1. **Non-Accessible Unit Special Needs (See Accessible Units Below)**
   Non-accessible special needs units include, but are not limited to, those intended for people with Chronic Mental Illness (CMI), Developmentally Disabled (DD), Domestic Violence (DV), Elderly (ELD), Homeless (HOM), Transitional housing (TRANS) and Housing Opportunities for People with AIDS (HOPWA).
   a. Owners/managers have four weeks to fill a set-aside unit that becomes available with the targeted population. This time period may begin up to, but not earlier than, four weeks before the existing tenant intends to vacate the unit.
      i. The manager must contact the primary CSP to obtain a referral as soon as they know the special needs unit will become vacant.
      ii. Should this provider fail to refer a qualified tenant(s) by the end of one week after contact, the manager should then contact the secondary CSP.
      iii. In the event that a qualified tenant is not referred to occupy the set-aside unit, and after 30 days total from initial notification of vacancy, owner/manager may then lease the unit to a non special needs tenant.
      iv. If the manager chooses to lease to a non special needs tenant that tenant must agree to be moved to a similar unit if the need for a special needs unit arises and there is a comparable unit available. A sample agreement will be made available to the manager upon request.

b. Special requirements for **Transitional Housing (TRANS) units**: For transitional housing units, tenants are encouraged to transition to independent living within two years (24 months from initial occupancy, depending on the housing guidelines of the transitional units.

2. **Type "A" Fully Accessible Units for Long-Term Mobility-Impaired Tenants (ADA units)**

   a. These units must be fully functional for tenants who have a long-term mobility impairment needing an accessible unit.

   b. When one of these units becomes vacant, offer the unit:

      i. First, to a current occupant of the project requiring the ADA features;

      ii. Second, to an eligible qualified applicant on the waiting list (if any) requiring the ADA features. Note that this is the only instance where skipping applicants on the waiting list is allowed.

      iii. Third, to your primary and secondary CSPs for referrals of ADA tenants.

      iv. If possible, include the wheelchair logo in all advertisements for better recognition and response from your public audience.

3. **Evidence of Due Diligence**

During scheduled inspections, HCDD may ask to see the rental history of special needs units which may include written documentation showing steps taken to find a qualified applicant including communications with primary and secondary CSPs.
HCDD will consider other options on a case-by-case basis to assist project owners in their commitment to fill their set-aside units with the targeted special needs population. Project owners and site managers should work proactively with the referring organization(s) to ensure that their set-aside units are filled with tenants from the targeted population(s). This would include establishing a waiting list of pre-screened families or individuals that are waiting for a housing opportunity.

**Financial Subsidy Review**

Staff shall conduct "subsidy layering" reviews on projects that directly or indirectly receive financial assistance from the U.S. Department of Agriculture Rural Development Service ("RD") or the U.S. Department of Housing and Urban Development ("HUD") inclusive of HOME, CDBG, or HOPWA assistance, (the "Subsidy Layering Review"). These Subsidy Layering Reviews shall be conducted in accordance with guidelines established by RD and HUD with respect to the review of any financial assistance provided by or through these agencies to the project and shall include, without limitation, a review of: (a) the amount of equity capital contributed to a project by investors, (b) the project costs including all fees, and, (c) the contractor's profit, syndication costs and rates. In the course of conducting the review, the staff may disclose or provide a copy of the application to RD or HUD for their review and comments and shall take any other action deemed necessary to satisfy its obligations under the respective review requirements. HCDD staff may accept a review completed by Utah Housing Corporation.

**Contingency amounts*:*** All contingency amounts listed in the application must be accounted for within the final cost certification. If all contingency funds are not used, leftover contingency funds must be used to reduce the OWHLF loan.

**Common Application and Sharing of Information With Other Financial Sources**
Application information may be shared with other financially interested parties, including, but not limited to: participating lenders, IRS, Utah Housing Corporation (UHC), investors and others as determined by the staff in evaluating and tracking the progress of the project.

The staff complies with the provisions of GRAMA and Freedom of Information Acts.

**Signage**
The project owner must include Olene Walker Housing Loan Fund's name and logo on project signage during construction and press releases/interviews as the allocator of Loan Fund monies as applicable.

**Utah Affordable Housing Database**
Projects receiving OWHLF funds are required to be listed and maintained by the developer and/or property management company on the Utah Affordable Housing Database. Information listed should include units available for rent and units with special characteristics and set-aside agreements as previously described in sections F1 and F2.

**Fund Leveraging**
To optimize the leveraging of OWHLF monies, applicants are encouraged to consider other funding partnerships including interest bearing loans from financial institutions, bonds, and loans from other public agencies. In the analysis of funding partnership options, OWHLF staff can define creative loan options including delayed loan payments, etc. The Board has the discretion to consider and approve loan options, including deferred payments, but reserves the right to reconsider and rescind a deferred payment approved based on staff recommendation, and/or additional/supplemental information received regarding the Project.

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**Appendix 1: OWHLF Program Applications**

1. Multifamily rental (one or more units) also using Low-Income Housing Tax Credits (access a sample of the consolidated UHC/HCDD multifamily application at www.utahhousingcorp.org; applicant will need to contact UHC directly for the most current version)

2. Multifamily Non-Tax Credit rental (one or more units) with rental income and non-rental special needs (access at housing.utah.gov)

3. National Housing Trust Fund

4. Single Family Rehabilitation and Reconstruction Program (access at housing.utah.gov)

5. Home Ownership/Self-Help Mutual Housing Program Development (access at housing.utah.gov)

6. Single Family Home Ownership Development (access at housing.utah.gov)

**Appendix 2: Safe Harbor Schedule**

2015-2016 Multifamily Applications will be underwritten with the following Safe Harbors.

**Financing Safe Harbors**

**Debt Service Coverage Ratio[1]:**

| | | |
|---|---|---|
| Hard debt: | minimum 1.15:1 | maximum 1.25:1 |

**Financing Terms:**

Publicly funded debt: Prevailing terms of funding agency.

**Operating Safe Harbors**

| Operating Expenses:* | Minimums |
|---|---|
| Studio & SRO | **$2,800 per unit** |
| 1 bedroom | $2,900 per unit |
| 2 bedroom | $3,100 per unit |
| 3 bedroom | $3,250 per unit |
| 4 bedroom | $3,400 per unit |
| 5 bedroom | $3,550 per unit |

* Excludes capital replacement reserves and taxes. Assumes tenants pays electrical and gas utilities and owner pays typical municipal fees. Deviations from the Safe Harbor must be supported in writing by the investor and lender.

**Cash Flow[2]:**

| Minimum annual cash flow per unit: | | 150% threshold of minimum: |
|---|---|---|
| ▪ 1 bedroom or smaller | $350 | $525 |
| ▪ 2 bedroom units | $375 | $563 |
| ▪ 3 bedrooms or larger | $400 | $600 |
| ▪ 4 bedroom or larger | $425 | $638 |

**Capital Replacement Reserves[3]:**

Replacement Reserve Minimum per unit annually unless funded at closing:

| | |
|---|---|
| Rehabilitation Projects | $350 |
| Other Projects | $300 |

**Vacancy[3]:**

| | | |
|---|---|---|
| Projects with 1 – 25 units: | minimum 7% | maximum 10% |
| Projects with more than 26 units: | minimum 5% | maximum 8% |

*[1]The DCR can be higher in cases where the debt structure and low income targeting produce a distorted ratio resulting in per-unit cash flow below minimum aggregate amounts. Otherwise, if DCR is higher than the maximum 1.25:1, the loan interest rate is subject to adjustment to bring DCR within the specified range.*

*[2]If aggregate cash flow per unit is greater than 200 percent of the minimum aggregate cash flow as calculated by the project's unit mix, the interest rate on the OWHLF loan may be subject to adjustment.*

*[3]The DCR, vacancy, minimum cash flow per unit and capital replacement reserve minimums are threshold items, but exceptions may be made at the discretion of the Board, upon recommendation by Staff, in the event that market conditions or other unique circumstances warrant consideration of an exception*

## RURAL TARGETED AREAS

In accordance with the 2016-2020 Consolidated Plan:

Bear River Region (Box Elder, Cache, Rich Counties):
None presently

Uintah Basin Region (Daggett, Duchesne, Uintah Counties):
Altamont, Ballard, Manila, Myton, Naples, Roosevelt, and Vernal
Ute Tribal Area surrounding Fort Duchesne

Southeastern Region (Carbon, Emery, Grand, San Juan Counties):
Kenilworth, East Carbon/Sunnyside, Green River, Emery, Thompson, South Moab/Spanish Valley, Mexican Hat, and LaSal

Six County Region (Juab, Millard, Piute, Sanpete, Sevier, Wayne Counties):
Eureka, Elsinore, Wales, Torrey, and Hanksville

Mountainlands (Summit, Utah, Wasatch Counties):
Daniels, Charleston, Midway

Wasatch Front Region (Davis, Morgan, Salt Lake, Tooele, Weber Counties):
Wendover

Five County Region (Beaver, Garfield, Iron, Kane, Washington Counties):
Alton, Enoch, Enterprise, Hatch, Henrieville, LaVerkin, and Orderville

**Appendix 3: Policy and Procedures for Affirmative Marketing Plan**

## Applicability

All HOME assisted projects with five (5) or more units.

## Description

In furtherance of the State of Utah commitment to nondiscrimination and equal opportunity in housing, HOME project owners and contractors administering HOME programs for the state of Utah are required to establish procedures for affirmatively marketing their housing units and for affirmatively marketing loan or housing opportunities under any of the State Housing sponsored programs. The procedures are intended to further the objectives of Title VIII of the Civil Rights Act of 1968. HOME project owners and contractors administering HOME programs will be required to sign an agreement to affirmatively market newly constructed or rehabilitated units beginning on the date on which all the units in the project are completed or in the case of contracted programs, at a time determined to be appropriate by the state. A plan for the affirmative marketing of units must be included with the project application or submittal of qualifications.

**Affirmative Marketing Plans** should include at least the following elements:

1. A process for informing the public and potential tenants/owners about federal Fair Housing laws and affirmative marketing policies by:
    a. Visiting tenants/owners in buildings selected for rehabilitation and posting signs regarding the Program in each building project. The HUD Equal Housing Opportunity logo must appear on all postings;
    b. Using the Equal Housing Opportunity logo or slogan in press releases and other written communications used in the marketing of all units.

2. A procedure to inform the public about vacant units or upcoming housing opportunities using such resources as:
    a. Advertising in the local news media;
    b. Placing flyers in the local unemployment center, offices of the local housing authority, offices of any other local housing counseling agencies persons.
    c. Notifying applicants on the local housing authority's waiting lists about upcoming vacancies.

3. Special outreach may be accomplished through:
    a. Announcements in general circulation newspapers and/or ethnic, neighborhood, community, or school newspapers;
    b. Announcements in church or school bulletins, posters, or oral presentations to community organizations;
    c. Posters publicizing the housing placed in grocery stores, job center sites, community centers, schools, etc;
    d. Supportive outreach assistance provided by organizations such as social service agencies, housing counseling agencies, or religious organizations; and/or
    e. Use of community organizations run by minorities or those who primarily serve minorities, minority churches, etc.

4. Project sponsors must keep records for the duration of the HOME period of affordability concerning:

a. The racial, ethnic, and gender characteristics of:
    (1) Tenants/owners occupying units before rehabilitation;
    (2) All tenants/owners occupying units following completion.
b. Activities they undertake to inform the general renter public, specifically:
    (1) Copies of advertisements placed in the news media;
    (2) Dates on which the owner contacted other agencies;
    (3) Dates on which the owner contacted the local housing authority;
c. Activities recipients undertake for special outreach; and
d. All applicants for tenancy.

**Monitoring**
HCDD will conduct periodic onsite monitoring of each project as described in the regulatory agreement at which time local affirmative marketing results will be analyzed. Effectiveness of affirmative marketing efforts will be assessed by DCED as follows:

- Determine if good faith efforts have been made; and
- Determine the results of the efforts.

HCDD will require corrective actions if it is found that sponsors fail to carry out the required procedures. Corrective actions may include, but are not limited to, withholding unallocated funds, requiring the return of unexpended funds, requiring the repayment of expended funds or requiring the repayment program income. If, after discussing ways to improve procedures the project owners or program contractors continue to fail to meet the affirmative marketing requirements, HCDD will also consider disqualifying them from future participation in the HOME Program.

The HUD Affirmative Fair Housing Marketing Plan (AFHMP) form (HUD-935.2A) is available at the following website:

http://portal.hud.gov/hudportal/documents/huddoc?id=935-2a.pdf

**Appendix 4: National Housing Trust Fund (NHTF) Repayment Terms**

Repayment Terms:

1. Interest and Rates.

(a) Interest (sometimes referred to as "Fixed Interest") shall accrue on the unpaid Principal Amount from the date hereof at the fixed interest rate of zero percent (0%) per annum. Interest shall accrue daily on the outstanding principal balance until paid, regardless of maturity or judgment, and shall be calculated on the basis of a 360-day year simple interest basis by applying the ratio of the annual interest rate over a year of 360 days (365/360), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal is outstanding.

(b) In addition to Fixed Interest described above, Borrower shall pay to Lender as "Bonus Interest" an amount equal to the "Applicable Percentage" (as hereinafter defined) multiplied by the "Net Proceeds" (as hereafter defined) received from every financing (other than the original Loan (as hereinafter defined) obtained to develop the Project (hereinafter defined), refinancing, transfer, conveyance, sale or exchange of or secured by all or any portion of or any interest in the Project (hereinafter collectively referred to as a "Transfer"), prior to the "Permanent Loan Maturity Date". Any such Transfer will be conditioned upon Borrower receiving the prior written approval of Lender, which approval may not be unreasonably withheld.

(c) Notwithstanding anything to the contrary contained in this Promissory Note, if an Event of Default occurs, interest at eight percent (8%) per annum shall thereafter accrue on the unpaid Principal Amount and upon any Bonus Interest (as defined herein) which shall become due and is not timely paid after such Event of Default.

2. Loan Payments.

(a) Bonus Interest will be paid in accordance with the following procedures:

(i) Simultaneously with the receipt of Net Proceeds resulting from any Transfer, the total amount of Bonus Interest shall be computed and paid to Lender.

(ii) If no sale, exchange or other disposition of the entire Project occurs prior to the Permanent Loan Maturity Date (whether that date results from acceleration not cured as authorized by statute or as provided by agreement or otherwise), Borrower shall pay to Lender, Bonus Interest based upon the fair

(iii) market value of the Project, or the portion thereof that has not been sold or disposed of, as of that date, determined as follows: from the fair market value figure shall be deducted an amount equal to reasonable out-of-pocket expenses that would have been incurred as part of an actual sale of the Project or the remaining portion of the Project; next, any outstanding principal balance of any loan

(iv) secured by the Project, plus any current and payable interest accrued thereon since the last regularly scheduled interest payment date for such loan, which Lender has previously agreed will have priority to this Loan will be deducted; next, an amount equal to "Borrower's Equity" (as hereinafter defined) less any amount previously received by Borrower from the proceeds of transfers in reimbursement or payment of Borrower's Equity will be deducted; and the Applicable Percentage of the remainder will be paid to Lender as Bonus Interest together with (i) the amount of any accrued and unpaid interest and other charges due under the terms of this Promissory Note; and (ii) the amount of the unpaid Principal Amount. Notwithstanding the foregoing, no portion of Borrower's Equity shall be payable to Borrower until the Principal Amount and accrued Fixed Interest is paid in full. In the event that this Promissory Note is accelerated and the Project is sold through foreclosure of the Deed of Trust or exercise of the power of sale exercised in the Deed of Trust, there shall become due and payable to Lender upon such acceleration Bonus Interest calculated in the manner provided in this Paragraph (and not based upon the price bid or paid at such foreclosure sale) and such Bonus Interest shall be due and payable to Lender prior to any payment or return of Borrower's Equity or other payment to Borrower. If Borrower and Lender are unable to properly agree upon the fair market value of the Project or the remaining po11ion of the Project, or the fair market value of the property received in an exchange, either determination will be resolved by an appraisal by an MAI appraiser mutually acceptable to the Borrower and Lender.

3. Prepayment. The undersigned shall have the right to prepay any amount of the Fixed Interest or Principal Amount without penalty; provided Borrower shall give Lender written notice of its intent to prepay not later than ten (10) days prior to intended prepayment date.

4. Definitions. For purposes of this Promissory Note certain terms are defined as follows:

(a) Applicable Percentage. "Applicable Percentage" shall mean on the date that any Bonus Interest is payable, a fraction (expressed as a percentage to the nearest tenth of a percent), the numerator of which is the original Principal Amount of this Promissory Note, and the denominator of which is the sum of the original Principal Amount of this Promissory Note and the Borrower's Equity.

(b) Borrower's Equity. "Borrower's Equity" shall mean the sum of all (i) capital contributions made to Borrower by its Members, including but not limited to contributions made by any and all investors, excluding tax credit investors; and (ii) the sum of all development fees which are deferred and payable only in the event of a Transfer.

(c) Net Proceeds. "Net Proceeds" from a Transfer, shall mean the entire consideration paid for or received as a result of the Transfer, less only the following amounts which shall be paid in the priority listed: (a) all direct, out-of-pocket expenses attributable to the Transfer transaction; provided that no expense paid to an affiliated company of Borrower or its Manager in excess of amounts which would be reasonably comparable for similar services shall be included within such allowable expenses; (b) any amounts then due or required to be paid as a result of the Transfer under any loan to which Lender has previously agreed will have priority to this Loan; (c) any amounts due Borrower's tax credit investor; and (d) an amount to Borrower equal to "Borrower's Equity" (as defined herein below) less any amount previously received by Borrower from the proceeds of a Transfer in reimbursement or payment of Borrower's Equity; provided, however, no portion of Borrower's Equity shall be paid to Borrower until the outstanding Principal Amount of this Promissory Note, Fixed Interest thereon, and accrued but unpaid Bonus Interest is fully paid. The remaining proceeds shall constitute "Net Proceeds" and the "Applicable Percentage" of that amount will be paid to Lender as Bonus Interest. Simultaneous with the payment of such Additional Interest and in the event of a sale, exchange or other disposition of the entire Project, the total outstanding Principal Amount and all other accrued but unpaid interest shall be due and payable. The foregoing allocation of proceeds will apply to one of several Transfers on a cumulative basis.

The transferee in any partial Transfer of the Project that may be consented to by Lender shall take title to its interest subject to the terms of the Security Instruments unless the portion of the Project subject to the Transfer is released from the lien of the Security Instruments.

In the event the Transfer is in exchange for other prope1ty, the "entire consideration" resulting from the Transfer, for purposes of determining Net Proceeds, will be the fair market value at the time of the Transfer of the property received plus any "Boot" received by Bo1TOwer, less any "Boot" payable by Borrower. If any consideration received by Borrower is in a form other than cash, the Additional Interest due hereunder will, neve1theless, be payable to Lender in cash.

Any proceeds of a Transfer that are received by Lender before commencement of or during the appraisal process which proceeds relate to the Transfer or Permanent Loan Maturity Date triggering the appraisal, will be deposited in a joint escrow account until such time as the appraisal is issued in accordance with the above. These proceeds will be invested during the appraisal process as mutually directed and any additional amounts earned will be added to and become a part of the entire consideration received from such Transfer.

National Housing Trust Fund (NHTF)
Summary Terms

**Loan Terms: The following terms outline the repayment terms for NHT Funds awarded to a project to reduce the rent to 30% AMI. It is intended that these funds will be secured by a Subordinate Deed of Trust. A Deed Restriction will also be recorded against the property for a minimum of 30 years.**
**These terms have been established to meet the requirements of HUD and will be reviewed on a regular basis by the OWHLF Board.**

Loan Amount: The Maximum amount awarded to any project will be determined by OWHLF Board.

Units: Minimum and maximum units funded in a project will be determined by the OWHLF Board.

Interest Rate: The interest rate will be zero (0%) unless the loan is in default, in which case the interest rate will increase to eight (8%).

Payments: Principal and interest payments are not required prior to maturity of the loan unless the property is sold, refinanced or transferred in whole or in part. At the earlier of the sale, refinance, transfer or loan maturity, Bonus Interest will be paid in accordance with the following procedures:

a. Simultaneously with the receipt of Net Proceeds resulting from any transfer, the total amount of Bonus Interest will be computed and paid to the lender.
b. If no sale, exchange or other disposition of the entire Project occurs prior to the Permanent Loan Maturity Date, Borrower shall pay to Lender, Bonus Interest based upon the fair market value of the Project, or the portion thereof that has not been sold or disposed of, as of that date, determined as follows:
    - from the fair market value figure shall be deducted an amount equal to reasonable out-of-pocket expenses that would have been incurred as part of an actual sale of the Project or the remaining portion of the Project;
    - next, any outstanding principal balance of any loan secured by the Project, plus any current and payable interest accrued thereon since the last regularly scheduled interest payment date for such loan, which Lender has previously agreed will have priority to this Loan will be deducted;
    - next, an amount equal to "Borrower's Equity" (as hereinafter defined) less any amount previously received by Borrower from the proceeds of transfers in reimbursement or payment of Borrower's Equity will be deducted;

- and the Applicable Percentage of the remainder will be paid to Lender as Bonus Interest together with

(i) the amount of any accrued and unpaid interest and other charges due under the terms of this Promissory Note; and

(ii) the amount of the unpaid Principal Amount.

Notwithstanding the foregoing, no portion of Borrower's Equity shall be payable to Borrower until the Principal Amount and accrued Fixed Interest is paid in full. In the event that this Promissory Note is accelerated and the Project is sold through foreclosure of the Deed of Trust or exercise of the power of sale exercised in the Deed of Trust, there shall become due and payable to Lender upon such acceleration Bonus Interest calculated in the manner provided in this Paragraph (and not based upon the price bid or paid at such foreclosure sale) and such Bonus Interest shall be due and payable to Lender prior to any payment or return of Borrower's Equity or other payment to Borrower. If Borrower and Lender are unable to properly agree upon the fair market value of the Project or the remaining po11ion of the Project, or the fair market value of the property received in an exchange, either determination will be resolved by an appraisal by an MAI appraiser mutually acceptable to the Borrower and Lender.

Prepayment: The loan can be prepaid at any time.

Definitions: For purposes of this Promissory Note certain terms are defined as follows:

(d) Applicable Percentage. "Applicable Percentage" shall mean on the date that any Bonus Interest is payable, a fraction (expressed as a percentage to the nearest tenth of a percent), the numerator of which is the original Principal Amount of this Promissory Note, and the denominator of which is the sum of the original Principal Amount of this Promissory Note and the Borrower's Equity.

(e) Borrower's Equity. "Borrower's Equity" shall mean the sum of all (i) capital contributions made to Borrower by its Members, including but not limited to contributions made by any and all investors, excluding tax credit investors; and (ii) the sum of all development fees which are deferred and payable only in the event of a Transfer.

(f) Net Proceeds. "Net Proceeds" from a Transfer, shall mean the entire consideration paid for or received as a result of the Transfer, less only the following amounts which shall be paid in the priority listed:

- all direct, out-of-pocket expenses attributable to the Transfer transaction; provided that no expense paid to an affiliated company of Borrower or its Manager in excess of amounts

- which would be reasonably comparable for similar services shall be included within such allowable expenses;
- any amounts then due or required to be paid as a result of the Transfer under any loan to which Lender has previously agreed will have priority to this Loan;
- any amounts due Borrower's tax credit investor; and
- an amount to Borrower equal to "Borrower's Equity" (as defined herein below)
- less any amount previously received by Borrower from the proceeds of a Transfer in reimbursement or payment of Borrower's Equity;
- provided, however, no portion of Borrower's Equity shall be paid to Borrower until the outstanding Principal Amount of this Promissory Note, Fixed Interest thereon, and accrued but unpaid Bonus Interest is fully paid.

The remaining proceeds shall constitute "Net Proceeds" and the "Applicable Percentage" of that amount will be paid to Lender as Bonus Interest. Simultaneous with the payment of such Bonus Interest and in the event of a sale, exchange or other disposition of the entire Project, the total outstanding Principal Amount and all other accrued but unpaid interest shall be due and payable. The foregoing allocation of proceeds will apply to one of several Transfers on a cumulative basis.

**Appendix 5: Market Study Instructions**

1. **Market Study Checklist and Certification Of Independence**

- Fill out the Checklist with page numbers from the report that cover each item at the beginning of the report.
- Sign the bottom of the Checklist to certify that the Market Study was performed independently and without influence by the applicant.

2. **Market Study Summary**

- Create a summary of each checklist item. It is not uncommon for analysts to dedicate a separate page for each discussion summary item or have two summary items per page. This summary should come after the Checklist and precede the main body of the market study.
- Or the summary discussions can be integrated into the report. Begin each section of the report with the checklist item and its summary, and provide the backup discussion and data immediately following to make complete sections.

3. **Market Study Company Information**

- Attach the Market Study Company Information sheet to the Market Study.

**MARKET STUDY SUMMARY SHEET AND CERTIFICATION OF INDEPENDENCE**

Project: ______________________________________________________________________
Developer/Sponsor: _____________________________________________________________

Please indicate the correlating page, which addresses the following questions: Page #

- Assess whether there is a sufficient pool of prospective qualified tenants for the income targeted and/or any special needs populations, each income level (5 percent over and 10 percent under the committed AMI levels). Include capture rate analysis. ______
- Are public transportation, employment centers, community centers, etc. readily available to the type of tenant population expected to occupy the project? ______
- Is the project configuration (unit size, bedrooms, amenities) consistent with market's expectations and need? ______
- Are rents sufficiently lower than the market to facilitate project rent-up considering the level of amenities in the proposed project? ______
- What are current market needs in the community (vacancy, etc.) and how will this project impact them? Are there underserved markets? ______
- Is overbuilding a risk in the current or foreseeable market? ______
- Assess in detail the probable impact the subject project will have on existing tax credit projects in the market area. Similar rent tiers should be evaluated. ______
- Evaluate & explain the effect the project will have on local & community competitors? ______
- Does the proposed operating budget and vacancy rate adequately reflect anticipated market conditions. ______
- Evaluate & explain the effect the project will have on local and community competitors? ______
- Does the proposed operating budget and vacancy rate adequately reflect anticipated market conditions. ______
- Address other pertinent issues and conditions. ______
- The analyst must do primary research and site visitation to analyze Demographic data, new renovations & construction, etc. ______
- A precise delineation of market area is required. ______
- Special analysis is required to determine the retention rate of existing tenants for rehabilitation projects. ______
- Market studies must be less than 90 days old at the time of the application's submission to HCDD. ______
- Give conclusions and recommendations for making the project more marketable and attractive. "Tell it like it is." ______
- How many studies has the analyst done in this market? Over what period of time?______
- The Analyst qualifications, education and experience. ______
- Local Community Affordable Housing Plan summary, if available. ______

The undersigned hereby certifies that the market study was performed independently and without influence by the applicant or any relation thereof.

Date: ____________________________
Company:____________________________
By:____________________________
Title:____________________________

## MARKET STUDY COMPANY INFORMATION

For 2013-14, all analysts must submit the following information. Please include all items on the checklist:

1. Contractor name, address, telephone, fax, primary contact and email.

2. Description of services provided and percent of time in each of the service areas.

3. Statement of experience. Include specifics for all project experience, including name of project, location, number of units, type of units (family, elderly, other special needs), financing subsidies in project (rental assistance, tax credits, other public agency financing), and date of completion.

4. Copy of license as an appraiser in the State of Utah. (If applicable)

5. List of counties where you would accept assignments.

6. Approximate fee range you would charge to complete work. If your fee will change based on location or size of project, this should be clearly indicated in the explanation.

7. Time Requirement. How long will it take you to complete your work?

8. Names and experience of individuals who will be conducting site and community inspection/study of projects.

9. List of references with addresses and telephone numbers from financial institutions, government agencies and developers.

10. Market Study

**Appendix 6: Capital Needs Requirements**

OWHLF applicants for acquisition/rehabilitation must submit as a threshold item a Physical Condition Assessment (PCA) or recent Capital Needs Assessment (CNA) and replacement reserves analysis. The PCA/CNA must have been performed within six months of the submission
date of this application.

The PCS/CNA shall include the following four (4) components:

1. Critical Repair Items: All health and safety deficiencies or violations of Section 8 housing quality standards, including any/all Federal Lead Based Paint and, asbestos requirements and FHA's regulatory agreement standards that require immediate remediation.

2. Twelve-Month Physical Needs. An estimate of repairs, replacements and significant deferred and other maintenance items that will need to be addressed within 12 months. Includes the minimum market amenities needed to restore the property to the affordable housing standard adequate for the rental market for which the project is approved.

3. Long Term Physical Needs. An estimate of the repairs and replacement items beyond the first year that are required to maintain the project's physical integrity over the next 20 years, such as major structural systems that will need to be replaced during this period.

4. Analysis of Reserves for Replacement. An estimate of the initial and monthly deposit to the Reserves for Replacement Account needed to fund the project's long term physical needs (20 years), accounting for inflation, the existing Reserves for Replacement balance (if any), and the Expected Useful Life of the major building systems. This analysis should include the cost of the twelve-month physical needs, but not any work items that would be treated as operating expenses.

**Statement of Work**

1. The CNA shall be written with detailed narrative and accompanying color photographs and shall describe the property's exterior and interior physical condition, including architectural and structural components and mechanical systems.

2. The report shall:

    a. Identify in detail any repair items that represent an immediate threat to health and safety. Identify all other significant defects, deficiencies, items of deferred maintenance, and material building code violations, (individual and collectively, physical deficiencies) that would limit the expected useful life of major components or systems.

    b. Provide estimated costs to remedy the detailed physical deficiencies. Identify immediate needs and estimate the needs for the next 20 years, accounting for inflation, the existing Reserves for Replacement balance (if any), and the **Expected Useful Life** of the major
    building systems. This analysis should include the cost of the twelve-month capital improvement needs, excluding operating expenses.

c. Provide Replacement Reserve Schedule including an estimate of the initial and annual deposits, (projected to increase at the operating cost adjustment factor), based on the useful life of the major building systems. The term of the analysis should correspond to the mortgage period plus two years.

3. The report shall identify physical deficiencies as a result of:

   a. A visual survey.

   b. A review of any pertinent documentation.

   c. Interviews with the property owner, management staff, tenants, interested community groups and government officials.

4. The report shall provide a description of directly observed potential onsite environmental hazards.

5. The report shall assess the twelve-month physical needs. The standard is a non-luxury standard adequate for the rental market. The physical needs identified should be those necessary for the project to retain its market position as an affordable project in a decent, safe, and sanitary condition (recognizing any evolution of standards appropriate for such a project). The twelve-month physical needs should include those improvements the project requires to compete in the market. Where a range of options exists, the most effective options for rehabilitation should be chosen, when both capital and operating costs are taken into consideration.

   The report shall determine the cost-benefit of each significant work item in the rehabilitation plan (i.e. greater than $5,000 per work item) that represents an improvement to the product, an upgrade to current elements or that could be considered to reduce the operating expenses. Examples: individual utility metering, extra insulation, thermo pane windows, water savers on showers and toilets, automatic setback thermostats, and durable siding. Compare the cost of the item with the long-term impact on rent and expenses, taking into account the remaining useful life of the building systems as needed.

6. An independent consultant, an architect, general contractor or engineer, any of who must be licensed in the state of Utah, shall prepare the report.

7. The report shall explain how the project will meet the requirements for accessibility and visibility to persons with disabilities, to the extent applicable.

8. The CNA report or PCA report, in addition to the four major aforementioned components, at a minimum shall include the following subcomponents.

   a. Project Summary Sheet.
   b. Executive Summary (discussion of the physical condition of the property and any major repair/rehab items observed).
   c. An index.
   d. Introduction of the report.
   e. Building evaluation (property identification-survey, legal description of property).

f. Site improvement evaluation/analysis (utilities, parking, paving, sidewalks, sewer and drainage, landscaping, trash enclosures/compactors and general site improvements).

g. Building Architectural and Structural Systems Evaluation (foundation superstructure and floors, roof structures and roofing, exterior walls and stairs, siding, downspouts, and common areas energy efficiency, tenant amenities, playgrounds and playground equipment.

h. Building Mechanical and Electrical Systems Evaluation (building HVAC, plumbing, electrical, elevators, fire protection/security systems).

i. Interior Dwelling Units Evaluation (interior finishes, walls, ceilings, paint, kitchen and appliances, carpet, vinyl, interior doors, shelves, cabinets, vanities, closets, interior HVAC, plumbing, bathroom fixtures, electrical fire protection systems, security systems).

j. Evaluation/Analysis of Other Structures.

k. Environmental Evaluation.

l. Estimated Useful Life Analysis (computation of Repairs and Replacement Reserves).

m. The basis for identifying any item for repair or replacement.

n. Unit cost breakdown shall be provided for multiple items (i.e. stoves, refrigerators, cabinets, bathroom fixtures, etc).

o. Acknowledgements (who prepared report, when report was prepared, who received report, and when report was reviewed).

p. Appendices (photographs, site plans, maps title report etc.).

q. Identification of any observed hazards, flammable or explosive facilities/ operations in the immediate area of the project; and State whether the project is located in a Flood Plain.

9. The firm or person who prepared or supervised the preparation of the report must sign the Report.

10. Submit one (1) original of the report to HCDD.

11. The architectural report must include the following:

a. Total floor area in square feet for the entire development, units and common area..

b. Units will provide the furnishings as stated in the application (range, hood, refrigerator, exhaust fans, grab bars, etc.).

c. A final report itemizing the extent of renovation and replacement and summary comparing the CNA report submitted to HCDD and final results.

**Appendix 7: Service Provider Questionnaire**

This form is used by HCDD to determine the capacity of the applicant to meet the needs of residents as described in the Program Guidance & Rules. All applicants requesting consideration for resident services for Special Needs Housing, Support for Families in Transition, or Elderly Housing with Supportive Services must complete and include this form with the application.

Project Name: ______________________________________________

Project Owner Name: ________________________________________

Service Provider Name: ________________________________________

**Please attach answers to questions 1 through 11 in narrative form.**

**GENERAL INFORMATION**

1. Summarize the service provider's mission and goals for the current fiscal year.

2. How many years has the service provider been active in delivering social services? If the service provider has no experience in delivering social services, describe the service provider's experience with and knowledge of the community that the service provider will serve. Identify other community agencies with whom the service provider will collaborate.

3. Describe other activities, aside from social services, in which the service provider is engaged.

**EXPERIENCE IN SERVICE-ENRICHED HOUSING**

4. Is the service provider currently involved in service enriched housing programs? If yes, summarize experience in providing supportive services onsite for residents. Include name of housing development(s), property Management Company, and type of services provided. If no, please describe methods that will be used to increase your company's knowledge and understanding of providing service-enriched housing.

5. Describe collaborative efforts that demonstrate the service provider's capacity to deliver supportive services. Please identify organizations or companies involved in the collaboration and the nature of the organization's involvement.

**PERSONNEL**

6. How many people are employed by the service provider organization?

7. List the job titles of personnel who will work directly with residents of the proposed property. Attach an organizational chart.

8. Attach resume(s) of key personnel who will be responsible for providing services in this proposed development. If new staff must be hired in order to implement the work at this property, attach job description(s), including qualifications and identify resources to pay for cost of salaries.

9. Are key personnel currently involved in service-enriched housing programs at other properties? If yes, explain how many properties, how many total units, where they are located, and how staff's time will be divided between current responsibilities and responsibilities at the new development.

**STAFF PROFESSIONAL DEVELOPMENT**

10. List the names of the professional training courses/workshops/seminars that staff who will be involved with this project have completed over the past 3 years. (List job title of staff, training attended, and date of training.)

11. Will participation in this service-enriched housing program require additional staff professional development? If yes, describe training and/or skills that will need to be developed or improved.

SERVICE PROVIDER'S OFFICE LOCATION(S)

Address of Principal Office: ______________________________

Name/Title of Contact Person: ______________________________

Telephone: ______________________________

Fax Number: ______________________________

Email ______________________________

Areas Served (County, Neighborhood, etc.) ______________________________

Other office close to proposed development:______________________________

Address: ______________________________

Telephone: ______________________________

Address: ______________________________

Telephone: ______________________________

A. Is the service provider a subsidiary of another organization? **Yes** **No** (circle one)

If yes, please provide name and address of the parent organization and describe relationship, tax status.

A. Indicate the total number of clients served during the last fiscal year. Identify the amounts and sources of funding.

| Client/Service Type | Number Served | Funding Level | Funding Source |
|---|---|---|---|
| Senior/Elderly Services | | | |
| Adult/Family Services | | | |
| Children/Youth Services | | | |
| Addictions | | | |
| MH/MR | | | |
| Education/Job Readiness | | | |
| Long Term Mobility-Impaired Services | | | |
| Other | | | |

C. Has the service provider or any of its current personnel ever been involved in governmental investigation or judicial action or settlement concerning charges of a violation of local, state or federal laws or regulations concerning discrimination, fair housing violations or other civil rights laws, or concerning violations of federal, state or local regulations regarding use of funds?
**Yes** **No**

D. Have any service grants or contracts held by the service provider over the past five years been terminated prior to their expiration dates? **Yes** **No**

E. Have any grants or contracts held by the service provider over the past five years not been renewed upon expiration? **Yes** **No**

If you answered yes to questions C, D, or E, attach an explanation or any supporting documentation necessary to explain the circumstances surrounding these situations.

I certify that the information contained herein and attached is accurate and complete.

Name of CEO/Executive Staff ______________________________
Signature ______________________________
Title ______________________________
Organization Name ______________________________
Date ______________________________

**Appendix 8: HUD Environmental Review Requirements**

It is important for all recipients to understand that there are certain environmental review requirements for projects funded with HUD (HOME) dollars. If any part of the project is funded with HUD dollars the whole project is "tainted" and is subject to HUD's environmental regulations.

**Step 1.** Recipient will be notified by an HCD Housing Specialist if their project will be funded with HOME (HUD) Funds.

**Step 2.** Recipients must not proceed with their project in any way, including awarding construction bids or acquiring property, without first completing the HUD environmental review process in HCD's WebGrants system. Instructions and resources are available on the HCD website and by contacting Cheryl Brown at cbrown@utah.gov.

**Step 3.** **All** HUD funded projects require an environmental review. Larger projects involving new construction require a larger, more involved review including a 30 day public comment period. A Phase I review does not address all of HUD's requirements. **Recipients should allow at least 60 days to complete the process**. Smaller projects involving re-construction of existing properties require a smaller review and no public comment period if no environmental criteria are "triggered" during the review process.

**Step 4.** Recipients must obtain an "Environmental Clearance" letter from the HCDD Environmental Review Officer (Cheryl Brown) prior to committing funds or incurring costs related to the project. Any costs incurred prior to the release will be denied.

**Appendix 9: Relocation- Uniform Relocation Act and Section 104(d) Review**

This checklist should be completed for all projects involving acquisition, demolition, or rehabilitation in any phase to ensure compliance with Federal relocation requirements.

## I. Uniform Relocation Act of 1970

*A. Site Acquisition Section*

1. Did the applicant own the site prior to the initiation of the current project? If "yes", indicate when the property was acquired and skip to question 4.
   Yes ___ No ___
   When was property acquired? ______________________________________

   ____________________________________________________________
2. Does the purchase meet one of the voluntary acquisition exceptions of 49 CFR 24.101(b)(1)-(5)? If "yes", list which exception is being met; if "no", complete a basic acquisition policies review (49 CFR 24.102-24.108) and skip to question 4.
   Yes ___ No ___ N/A ___
3. In obtaining site control, did applicant/buyer provide seller with voluntary, arm's length transaction information?
   Yes ___ No ___ N/A ___
4. Does the project site represent undeveloped land or has the property been unoccupied for at least 90 days prior to the purchase offer, with no person having been made to move for the project? If "yes", skip the Tenant Information/Relocation Section.
   Yes ___ No ___

*B. Tenant Information/Relocation Section*

5. Has the applicant identified all persons who moved from the site within the past three months and explained the reason for such moves?
   Yes ___ No ___ N/A ___
6. Has the applicant identified all persons (families, individuals, businesses and nonprofit organizations) by race/minority group, and status as owners or tenants occupying the property on the date of submission of the application or initial site control?
   Yes ___ No ___ N/A ___
   If "yes", please provide a report detailing the number of households, businesses, and nonprofit organizations to be displaced.
7. Has applicant indicated the estimated cost of relocation payments and other services and the basis for the estimate?
   Yes ___ No ___ N/A ___
8. Are the estimated costs for relocation reasonable (national average is approximately $10,000 per household)?
   Yes ___ No ___ N/A ___

9. Has the applicant indicated the source of funds to be used to pay relocation costs?

   Yes ___ No ___ N/A ___

   Source of funds: ______________________________________________

10. If relocation costs will be funded from sources other than HOME or CDBG, has the applicant provided evidence of a firm commitment of the funds?

    Yes ___ No ___ N/A ___

    If "yes", please provide evidence of a firm commitment of funds with this checklist.

11. Has the applicant identified the staff organization that will carry out the relocation activities?

    Yes ___ No ___ N/A ___

    Organization/Individual and Contact Information:

    ______________________________________________________________

12. Were all persons occupying the site issued a General Information Notice at the time of application submission?

    Yes ___ No ___ N/A ___

    If "yes", please provide a copy of the GIN with this completed checklist.

13. Is the applicant prepared to issue each tenant at contract award either a Notice of Eligibility for relocation assistance, including information on comparable replacement housing, or a Notice of Non-Displacement?

    Yes ___ No ___ N/A ___

    If "yes", please provide a sample notice with this completed checklist.

14. Is the applicant/property owner prepared to issue move-in notices to all new tenants?

    Yes ___ No ___ N/A ___

## II. Section 104(d) of the Housing and Community Development Act of 1974

1. Will the project in any phase demolish housing units that rent, or would rent, at or below HUD Fair Market Rent, or convert such units to a use other than low-income housing?

   Yes ___ No ___

   If "no", project is not subject to 104(d) and no further action required – mark "N/A" on remaining questions.

2. Do any of the housing units meet the definition of vacant occupiable dwellings in accordance with 24 CFR 42.305? If "no", explain basis for conclusion and skip to question 4.

   *Vacant occupiable dwelling unit means a vacant dwelling unit that is in a standard condition; a vacant dwelling unit that is in a substandard condition, but is suitable for rehabilitation; or a dwelling unit in any condition that has been occupied (except by a squatter) at any time within the period beginning 3 months before the date of execution of the agreement by the recipient covering the rehabilitation or demolition.*

Yes ___ No ___ N/A ___

If "no", please provide an explanation and skip to question 4

3. Has the information required by 24 CFR 42.375(c) been made public, with a copy submitted to HCD prior to contract execution:

   *Before the recipient enters into a contract committing it to provide funds under programs covered by this subpart for any activity that will directly result in the demolition of lower-income dwelling units or the conversion of lower-income dwelling units to another use, the recipient must make public, and submit in writing to the HUD field office (or State, in the case of a unit of general local government funded by the State), the following information:*
   ***(1)** A description of the proposed assisted activity;*
   ***(2)** The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for lower-income dwelling units as a direct result of the assisted activity;*
   ***(3)** A time schedule for the commencement and completion of the demolition or conversion;*
   ***(4)** The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data are not available at the time of the general submission, the submission shall identify the general location on an area map and the approximate number of dwelling units by size, and information identifying the specific location and number of dwelling units by size shall be submitted and disclosed to the public as soon as it is available;*
   ***(5)** The source of funding and a time schedule for the provision of replacement dwelling units;*
   ***(6)** The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and*
   ***(7)** Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units) is consistent with the needs assessment contained in its HUD-approved consolidated plan. A unit of general local government funded by the State that is not required to submit a consolidated plan to HUD must make public information demonstrating that the proposed replacement is consistent with the housing needs of lower-income households in the jurisdiction.*

   Yes ___ No ___ N/A ___

   If "yes", please provide a copy with the completed checklist.

4. Is any tenant low- to moderate-income?

   Yes ___ No ___ N/A ___

5. Is the applicant prepared to offer all low-income tenants to be displaced the choice of relocation assistance at 104(d) levels or URA levels (see 24 CFR 42.350 and Chapter 7 of HUD Handbook 1378)?

   *A displaced person may choose to receive either assistance under the URA and implementing regulations at 49 CFR part 24 or assistance under section 104(d) of the HCD Act of 1974, including:(a) Advisory services. Advisory services at the levels described in 49 CFR part 24. A displaced person must be advised of his or her rights under the Fair Housing Act (42 U.S.C. 3601-19). If the comparable replacement dwelling to be provided to a minority person is located in an area of minority concentration, as defined in the recipient's consolidated plan, if applicable, the minority person must also be given, if possible, referrals to comparable and suitable decent, safe, and sanitary replacement dwellings not located in such areas.(b) Moving expenses. Payment for moving expenses at the levels described in 49 CFR part 24.(c) Security deposits and credit checks. The reasonable and necessary cost of any security deposit required to rent the replacement dwelling unit, and for credit checks required to rent or purchase the replacement dwelling unit.(d) Interim living costs. The recipient shall reimburse a person for actual reasonable out-of-pocket costs incurred in connection with a displacement, including moving expenses and increased housing costs, if:(1) The person must relocate temporarily* *because continued occupancy of the dwelling unit constitutes a substantial danger to the health or safety of the person or the public; or(2) The person is displaced from a "lower-income dwelling unit," none of the comparable replacement dwelling units to which the person has been referred qualifies as a lower-income dwelling unit, and a suitable lower-income dwelling unit is scheduled to become available in accordance with § 42.375.(e) Replacement housing assistance. Persons are eligible to receive one of the following two forms of replacement housing assistance:(1) Each person must be offered rental assistance equal to 60 times the amount necessary to reduce the monthly rent and estimated average monthly cost of utilities for a replacement dwelling (comparable replacement dwelling or decent, safe, and sanitary replacement dwelling to which the person relocates, whichever costs less) to the "Total Tenant Payment," as determined under part 813 of this title. All or a portion of this assistance may be offered through a certificate or voucher for rental assistance (if available) provided under Section 8. If a Section 8 certificate or voucher is provided to a person, the recipient must provide referrals to comparable replacement dwelling units where the owner is willing to participate in the Section 8 Tenant-Based Assistance Existing Housing Program (see part 982 of this title). When provided, cash assistance will generally be in installments, in accordance with 42 U.S.C. 3537c; or(2) If the person purchases an interest in a housing cooperative or mutual housing association and occupies a decent, safe, and sanitary dwelling in the cooperative or association, the person may elect to receive a payment equal to the capitalized value of 60 times the amount that is obtained by subtracting the "Total Tenant Payment," as determined under part 813 of this title, from the monthly rent and estimated average monthly cost of utilities at a comparable replacement dwelling unit. To compute the capitalized value, the installments shall be discounted at the rate of interest paid on passbook savings deposits by a federally insured financial institution conducting business within the recipient's jurisdiction. To the extent necessary to minimize hardship to the household, the recipient shall, subject to appropriate safeguards, issue a payment in advance of the purchase of the interest in the housing cooperative or mutual housing association.*

Yes ___ No ___ N/A ___

I certify that I have read and am aware of the foregoing HUD relocation agreement requirements as applicable to my project.

______________________________ ______________________________

Authorized Agency Representative Date

**Appendix 10: MF Pricing Policy, Loan Products and Loan Definitions**

## PRICING POLICY

**Interest Rate:**

| Average Project % AMI Served: | Eligible* Interest Rate: |
|---|---|
| 56 – 60% | 3.0% |
| 51 – 55% | 2.5% |
| 46 - 50 | 2.0% |
| 41 - 45 | 1.5% |
| 36 - 40 | 1.0% |
| 35 and less | TBD |

*Interest rates are subject to adjustment based on project cash flow and debt coverage ratio calculated at time of application and underwriting performed by OWHLF staff as detailed below.

**DCR:** If DCR is above the maximum of 1.25 as noted in Safe Harbor Schedule (**Appendix 2**), the interest rate on the loan is subject to adjustment to bring DCR within the specified range.

**Cash Flow:** If aggregate per-unit cash flow is greater than 150% of the minimums as noted in the Safe Harbor Schedule (**Appendix 2**), the interest rate on the loan may be subject to adjustment.

**Deferred Developer Fee:**
If the project's funding sources include a Deferred Developer Fee, the interest rate listed for that source must be equal to or less than the proposed OWHLF loan interest rate.

**Other Entity Funding:**
If the project's funding sources include a deferred or other loan from a related entity, such as a development arm or other non-profit division of the development organization, the interest rate listed for that source must be equal to or less than the proposed OWHLF interest rate.

**Late Fee:** Five percent of total amount due.

**Default Rate:** The greatest of ten percent per annum or the default rate of priority lien in effect at time of default.

**Fees:** None.

## LOAN PRODUCTS

All loans will be secured by a Trust Deed Note, a Trust Deed, and a Deed Restriction, which will be recorded in the county the property is physically located at.

**Amortizing Loan:**

**Term/Amortization:** The lesser of 30 years or five years less than the remaining useful life of collateral as determined by appraisal review on new construction, and the evaluation of staff for acquisition and/or rehabilitation.

**Repayment:** Mandatory monthly payments of principal and interest are required after the project is placed-in-service.

**Interest rate:** See Pricing Policy above.

**Deferred Loan:**

**Term:** The lesser of 30 years or five years less than the remaining useful life of collateral, as determined by appraisal review.

**Repayment:** Deferment and/or extensions may be granted at the discretion of the Board on a case-by-case basis. Due to loan servicing and compliance monitoring costs incurred by OWHLF on all multifamily projects, all deferred loans will require a minimum $1,000 annual payment.

**Interest rate:** See Pricing Policy above.

**Grant:** For an applicant to be considered for a Grant the targeted AMI must be 30 percent or less. A deed restriction will be recorded which requires repayment of the Grant with a change of use, change in targeted population, or sale of the property.

**Cash Flow Loan:** In most cases, cash flow loans are discouraged except for projects with AMI 30% or below that are geared for the homeless or other special needs groups.

All applicants applying for cash flow loans will be required to submit a minimum of three (3) letters of denial from other lenders. For rehabilitation projects, any equity taken out of the project within the last ten (10) years of ownership shall be disclosed in the application and may be subject to inclusion in overall project financing.

Due to loan servicing, financial review, and compliance monitoring costs incurred by OWHLF on all multifamily projects, all cash flow loans will require a minimum $1,000 annual payment.

Servicing of loan debt from Surplus Cash, defined as:

***Surplus Cash***: Any cash from all sources remaining at the end of the applicable fiscal period, (i) after the payment (on a thirty day current basis) of (a) all sums due or currently required to be paid under the terms of the mortgage loan, (b) any amounts required to be deposited in the reserve fund for replacements established with respect to the Project, and (c) all obligations of the Project, including operating expenses and escrow deposits for taxes and insurance, (other than the mortgage loan) and excluding company administration fees (unless required by HUD); and (ii) after the segregation of (a) an amount equal to the aggregate of all Special Funds required to be maintained by the Project, and (b) all tenant security deposits held, together with accrued interest thereon payable to the tenant pursuant to the laws of the state.

As part of the application, or prior to approval, the Applicant shall provide a list of all items/expenses/funds that will be attributed to the Project and which Applicant intends to segregate and deduct as "Special Funds" in its calculation of surplus cash.

If a Project will be going through a HUD Mark-To-Market restructure, then the Applicant must provide a "Cash Flow Projection for Sizing the Second Mortgage" from the Participating Administrative Entities ("PAE"). In the event the PAE does not complete a "Cash Flow Projection for Sizing the Second Mortgage", applicant will provide a proforma identifying the anticipated surplus cash flow available to service the OWHLF loan. The "Cash Flow Project for Sizing the Second Mortgage" and/or the proforma shall be submitted by applicant at the time of application, or prior to loan approval.

**NOTE: <u>Cash flow language and/or definition will not be changed to accommodate private investor requirements.</u>**

## <u>LOAN SPECIFICS</u>

**Loan Types:** Permanent loans for newly constructed projects, refinancing for the purpose of preserving affordability, or acquisition/rehab projects. Loans shall be of a minimum amount necessary to achieve affordability targets when combined with available private resources. **<u>Predevelopment loans are no longer available from the OWHLF as of July 1, 2013</u>**.

**Project Types:** Rental, mixed use, supportive housing and/or special needs housing serving residents with average project restricted rents at or below 50 percent of the area median income as determined by HUD unless otherwise approved by the OWHLF Board.

**Disbursement:** OWHLF funds are generally available for drawdown upon loan closing, with either 5% or $5,000 miniumum "hold-back" of total awarded funds held back until completion reporting for final closeout in IDIS and/or WebGrants is submitted by the project developer. Different types of multifamily projects are paid out as follows:
a) **<u>New Construction</u>** – all but the minimum hold-back will be paid out at the time of loan closing.
b) **<u>Acquisition/Rehabilitation and Rehabilitation-Only</u>** – funds will be paid out on a reimbursement basis as submitted with the exception of the minimum hold-back as described above.
c) **<u>Acquisition Only</u>** – all but the minimum hold-back will be paid out at the time of loan closing.

**Security:** Trust Deed with Assignment of Rents

**Term:** 30 year maximum term unless otherwise approved by the Board

**Pre-Payment:** No prepayment penalty. Pre-payment does not disallow the criteria outlined in the loan documents guaranteeing the continued use and period of affordability as outlined in the documents.

**Loan Amount:** **Minimum**: $1,000 per unit.
**Maximum:** $1,000,000 per project

**Match Funds:** **With Other Participating Jurisdiction Funds:** Projects located in other participating jurisdictions (as established by HUD) are required to secure match funds from the participating jurisdiction of not less than .50:1 with OWHLF. Sources include, but are not limited to, entitlement funds, fee waivers, or other local government funds and services.

**PENALTIES**

**Good Standing** All applicants not presently in good standing with the OWHLF will not be allowed to apply for available funds until the outstanding issues have been resolved and cleared. Issues affecting an organization's standing with the OWHLF include:

- Overdue payments on current OWHLF loans
- Failure to submit annual compliance reports and financial documentation as required
- Previously-funded and completed projects that have not been closed out in OWHLF systems within a reasonable period of time

**Late Charges:** All OWHLF loans and payments are presently serviced by the Department of Administrative Services – Division of Finance, through which all billing and loan servicing takes place. Loan payments are due the first of the month, and payments received after the 15th day of the month are subject to a 5% late charge of the billable principal amount (see "Late Fee" under Pricing Policy).

**Appendix 11: Scope of Work Example**

**XXX Apartments, LLC./XXX Apartments – City, UT**

**XXX Apartments** was approved for funding at the Olene Walker Housing Loan Fund board meeting held on Thursday, April 21, 2016. The project consists of the new construction OR acquisition and rehabilitation of 00 units of multifamily housing with 00 studio, 00 one-bedroom, and 00 two-bedroom units. Project is located at 1234 South Main Street, Salt Lake City, Salt Lake County, Utah 84111.

Project will be funded with Federal HOME/state LIH funds in the amount of $000,000.00 $000,000.00 of funds will be disbursed from FUND5435-10OMF.

Project will have a total of 0 HOME-assisted units on a floating basis, which will consist of xxx studio, xx one-bedroom, and xx two-bedroom units. In addition, project will have x units set aside for Special Needs Category (ABCDE).

Project will also have x units designed to be Type A fully accessible for physically handicapped in accordance with Federal Fair Housing/HOME regulations.

Terms of the loan are: $000,000 for 30 years at 0.0% interest as a fully-amortizing loan.

**PROJECT QUALITY AND DESIGN COMMITMENT – Project Type:**
**Appliances** –
**Exterior Finish** –
**Fencing** –
**Windows** –
**Plumbing** –
**Roofing** –
**HVAC** –
**Security** –
**Energy Efficiency** –
**Cabinetry** –
**Insulation** –
**Landscaping** –
**Design** –
**Parking** –
**Site Layout** –
**Unit Density** –

5% of the loan amount or $5,000, whichever is larger, will be held until the complete project closeout package has been received by HCDD staff.

**Appendix 12: Architect and General Contractor Certification**

## ARCHITECT'S CERTIFICATION

The undersigned, being a duly licensed architect registered in the State of Utah, has prepared for _________________________ (Project Owner) final plans, working drawings and detailed specifications (and addenda) dated ____________ in connection with certain real property located at ________________________________ known as (the Project).

I hereby certify that I am a licensed Architect, License No. _______ , with the requisite skills and experience to provide the professional services necessary to assist in the product of the units proposed by Project Owner and that I have experience on development(s) of similar magnitude and construction type as this Project. I am knowledgeable of all federal, state, and local requirements and the requirements of:

(i) Architectural Barriers Act
(ii) Section 504
(iii) Fair Housing Act Title VIII
(iv) Americans with Disabilities Act Title II
(v) State of Utah fair housing laws and building codes compliant with ANSI 117A.

I certify that the final design, plans, and specifications will comply with these requirements.

I hereby certify that ________(#) fully accessible Type "A" ADA residential unit(s) has been designed for long-term mobility-impaired tenants which meet(s) the minimum federal and state law requirements in those plans and specifications listed above.

The undersigned hereby certifies to the Project Owner and Utah Housing Corporation that the Plans and Specifications for the Project have been duly filed with and have been approved by all appropriate governmental and municipal authorities having jurisdiction over the Project and that the Project as shown on the Plans and Specifications is in compliance with all requirements and restrictions of all applicable zoning, environmental, building, fire, health and other governmental ordinances, rules and regulation. All conditions to the issuance of building permits have been satisfied. In the opinion of the undersigned, the Project has been constructed in a good and workmanlike manner substantially in accordance with the Plans and Specifications and is free and clear of any damage or structural defects that would in any material respect affect the value of the Project. In the further opinion of the undersigned, all of the preconditions have been met justifying the issuance of:

(i) The permanent certificate(s) of occupancy for the Project (or the letter or certificate of compliance or completion stating that the construction complies with all requirements and restrictions of all governmental ordinances, rules and regulations), and

(ii) Such other necessary approvals, certificates, permits and licenses that may be required from such governmental authorities having jurisdiction over the Project pertaining to the construction of the Project.

The Project will be in compliance with all current zoning, environmental and other applicable laws, ordinances, rules and regulations, restrictions and requirements, including without limitation Title III of the Americans with Disabilities Act of 1990 and the Fair Housing Act.

There are no buildings or other municipal violations filed or noted against the Project. All necessary gas, steam, telephone, electric, water and sewer services and other utilities required to adequately service the Project, are now available to the Project. All street drainage, water distribution and sanitary sewer systems have been accepted for perpetual maintenance by the appropriate governmental authority or utility.

Dated: ____________________________________

PROJECT ARCHITECT:

By: ____________________________________
(signature)

Print Name: ______________________________

Title: ____________________________________

## GENERAL CONTRACTOR'S CERTIFICATION

The undersigned has served as general contractor of the real property constructed at ___ ____________________________________ known as ___________________________ (Project name) for _________________________________(Project Owner).

The undersigned hereby certifies to the Project Owner and Housing and Housing and Community Development, that the Project was constructed or rehabilitated in conformity with the Plans and Specifications dated ______________________. [PLEASE NOTE: THIS DATE MUST MATCH THE PLANS AND SPECIFICATIONS DATE IN ARCHITECT'S CERTIFICATE]

Dated: ____________________________________

GENERAL CONTRACTOR FOR PROJECT:

By: _______________________________________
(signature)

Print Name: _______________________________

Title: ____________________________________

**Appendix 13: The Guidelines from the Fair Housing Act Design Manual**

The design requirements of the Guidelines to which new buildings and dwelling units must comply are presented in abridged form below. Dwelling units are not subject to these requirements only in the rare instance where there are extremes of terrain or unusual characteristics of the site. Such instances are discussed in detail in Chapter One: “Accessible Building Entrance on an Accessible Route.”

REQUIREMENT 1

**Accessible Building Entrance on an Accessible Route**: Covered multifamily dwellings must have at least one building entrance on an accessible route, unless it is impractical to do so because of terrain or unusual characteristics of the site. For all such dwellings with a building entrance on an accessible route the following six requirements apply.

REQUIREMENT 2

**Accessible and Usable Public and Common Use Areas:** Public and common use areas must be readily accessible to and usable by people with disabilities. See Chapter Two.

REQUIREMENT 3

**Usable Doors**: All doors designed to allow passage into and within all premises must be sufficiently wide to allow passage by persons in wheelchairs. See Chapter Three.

REQUIREMENT 4

**Accessible Route Into and Through the Covered Dwelling unit:** There must be an accessible route into and through the dwelling units, providing access for people with disabilities throughout the unit. See Chapter Four.

REQUIREMENT 5

**Light Switches, Electrical Outlets, Thermostats and Other Environmental Controls in Accessible Locations:** All premises within the dwelling units must contain light switches, electrical outlets, thermostats and other environmental controls in accessible locations. See Chapter Five.

REQUIREMENT 6

**Reinforced Walls for Grab Bars:** All premises within dwelling units must contain reinforcements in bathroom walls to allow later installation of grab bars around toilet, tub, shower stall and shower seat, where such facilities are provided. See Chapter Six.

REQUIREMENT 7

**Usable Kitchens and Bathrooms:** Dwelling units must contain usable kitchens and bathrooms such that an individual who uses a wheelchair can maneuver about the space. See Chapter Seven.

For further information about the Fair Housing Accessibility Guidelines, call:

U.S. Department of Housing and Urban Development: 1-303-672-5430 TDD 1-303-672-5248

Fair Housing Information Clearinghouse: 1-800-343-3442 TDD 1-800-290-1617

HUD’s Fair Housing Act Design Manual is available at the following website: www.huduser.org/publications/destech/fairhousing.html.

**Appendix 14: Fee summary Sheet and Certification**

Project: ___________________________________________________________________

Developer/Sponsor: _________________________________________________________

1. Is a **Developer Fee** associated with the project?

   Yes ____ No _____

   a. To whom will the Developer Fee be paid? _______________________________

   b. How much is the Developer Fee? $___________________________________

   c. When is the Developer Fee to be paid? __________________________________

   d. What is the source of funds that will be used to pay the Developer Fee?

   ______________________________________________________________________

2. Is a **Development Consulting Fee** associated with the project?

   Yes _____ No ____

   a. To whom will the Consulting Fee be paid? _______________________________

   b. How much is the Consulting Fee? $___________________________________

   c. When is the Consulting Fee to be paid? _________________________________

   d. What is the source of funds that will be used to pay the Consulting Fee?

   ______________________________________________________________________

3. Is a **Contractor/Builder Fee** associated with the project?

   Yes ______ No ______

   a. To whom will the Contractor/Builder Fee be paid? _________________________

   b. How much is the Contractor/Builder Fee? $_____________________________

   c. When is the Contractor/Builder Fee to be paid? ___________________________

   d. What is the source of funds that will be used to pay the Contractor/Builder Fee?

______________________________________________________________________

4. Is an **Administration Fee** associated with the project?

   Yes ______ No _______

   a. To whom will the Administration Fee be paid? ____________________________

   b. How much is the Administration Fee? $_______________________________

   c. When is the Administrative Fee to be paid? _____________________________

   d. What is the source of funds that will be used to pay the Administration Fee?

   ______________________________________________________________________

5. Is an **Asset Management Fee** associated with the project?

   Yes ______ No _____

   a. To whom will the Asset Management Fee be paid? _________________________

   b. How much is the Asset Management Fee? $_____________________________

   c. When is the Asset Management Fee to be paid? __________________________

   d. What is the source of funds that will be used to pay the Asset Management Fee?

   ______________________________________________________________________

6. Is a **Management Fee** associated with the project?

   Yes ______ No _______

   a. To whom will the Management Fee be paid? ______________________________

   b. How much is the Management Fee? $__________________________________

   c. When is the Management Fee to be paid? ________________________________

   d. What is the source of funds that will be used to pay the Management Fee?

   ______________________________________________________________________

7. Is an **Incentive Fee** associated with the project?

Yes ______ No _______

a. To whom will the Incentive Fee be paid? _________________________________

b. How much is the Incentive Fee? $_____________________________________

c. When is the Incentive Fee to be paid? __________________________________

d. What is the source of funds that will be used to pay the Incentive Fee?

______________________________________________________________________

8. Is a **Realtor Fee/Commission** associated with the project?

Yes ______ No _____

a. To whom will the Realtor Fee/Commission be paid? ________________________

b. How much is the Realtor Fee/Commission? $___________________________

c. When is the Realtor Fee/Commission to be paid? __________________________

d. What is the source of funds that will be used to pay the Realtor Fee/Commission?

______________________________________________________________________

If there are additional Fees related to the Project that are not included in the above list, attach a separate sheet of paper which lists the additional Fees and provides the requested information relative to each additional Fee.

The undersigned hereby certifies that all the Fees related to the Project are listed above, or in the attached additional sheet(s).

Date: ___________________________

Company:___________________________

By:___________________________

Title:___________________________

**Appendix 15: Required Documentation for Closeout and Final Draw**

The following documents (as project applicable) must be executed and returned to the staff before final disbursement.

1. Owner’s Project Certification Statement
2. Owner’s Tax Credit Detailed Cost Breakdown (applicable only to projects with LIHTC)
3. Owner’s Certification of Costs Report for total project
4. Project Source of Funds Statement
5. CPA Certification of Costs Report for total project costs
6. CPA Certification of Costs Report Building by Building (LIHTC projects only)
7. Minority Business Enterprises and Women Business Enterprises Affidavits (required only for all projects utilizing HUD funding)
8. Section 3 Report (HUD funding only)
9. Household Characteristics Form
10. Multifamily Rental Project Compliance Report
11. Affirmative Marketing Plan (projects with 5 or more HOME-assisted units)
12. Subsidy Certification (HUD 202, 811, or Proj-Based Section 8; USDA RD 515)
13. Project Completion Form
14. Copy of blank tenant lease
15. Copy of LIHTC IRS Form 8609 form(s) issued by UHC (applicable only to projects with LIHTC)
16. Copy of Certificate of Occupancy
17. Copy of final appraisal submitted to priority lien holder
18. Architect’s and General Contractor’s Certifications
19. ENERGY STAR or HERS Certification
20. Davis-Bacon Compliance (projects with 12 or more HOME-assisted units only)
21. Completed and signed HOME Agreement (Federal HOME funds only)

**Appendix 16: Project Development Schedule-New Projects**

Project Name:______________________________________________

| Activity | Source of Funds | Expected Date | Completed Date |
|---|---|---|---|
| **A. Site** | | | |
| Option/Contract | | ________ | ________ |
| Site Analysis | | ________ | ________ |
| Site Acquisition | | ________ | ________ |
| Zoning FINAL Approval | | ________ | ________ |
| **B. Financing** | | | |
| **1. Construction Loan** | ________ | | |
| Application | | ________ | ________ |
| Conditional Commitment | | ________ | ________ |
| Firm Commitment | | ________ | ________ |
| ***2.* Permanent Loan** | ________ | | |
| Application | | ________ | ________ |
| Conditional Commitment | | ________ | ________ |
| Firm Commitment | | ________ | ________ |
| ***3.* Other Sources of Funds** | | | |
| Type & Source | ________ | | |
| Application | | ________ | ________ |
| Award | | ________ | ________ |
| Type & Source | ________ | | |
| Application | | ________ | ________ |
| Award | | ________ | ________ |
| Type & Source | ________ | | |
| Application | | ________ | ________ |
| Award | | ________ | ________ |
| **C. Plans & Specs (Final)** | | ________ | ________ |
| **D. Closing/Site Transfer/Environmental** | | ________ | ________ |
| **E. Construction Begins** | | ________ | ________ |
| **F. Carryover Submission** | | ________ | ________ |
| **G. Occupancy Certificate** | | ________ | ________ |
| **H. Lease Up** | | ________ | ________ |
| **I. Placed in Service** | | ________ | ________ |
| **J. Final Cost Certification** | | ________ | ________ |

## PROJECT DEVELOPMENT SCHEDULE – ***Rehab Projects***

Project Name:______________________________________________

| Activity | Source of Funds | Expected Date | Completed Date |
|---|---|---|---|
| **A. Site** | | | |
| Option/Contract | | ________ | ________ |
| Site Analysis | | ________ | ________ |
| Site Acquisition | | ________ | ________ |
| Zoning FINAL Approval | | ________ | ________ |
| **B. Financing** | | | |
| ***1.* Construction Loan** | ________ | | |
| Application | | ________ | ________ |
| Conditional Commitment | | ________ | ________ |
| Firm Commitment | | ________ | ________ |
| ***2.* Permanent Loan** | ________ | | |
| Application | | ________ | ________ |
| Conditional Commitment | | ________ | ________ |
| Firm Commitment | | ________ | ________ |
| ***3.* Other Sources of Funds** | | | |
| Type & Source | ________ | | |
| Application | | ________ | ________ |
| Award | | ________ | ________ |
| Type & Source | ________ | | |
| Application | | ________ | ________ |
| Award | | ________ | ________ |
| Type & Source | ________ | | |
| Application | | ________ | ________ |
| Award | | ________ | ________ |
| **C. Plans & Specs (Final)** | | ________ | ________ |
| **D. Due Diligence/Environmental** | | ________ | ________ |
| **E. Syndicator Closing** | | ________ | ________ |
| **F. Acquisition of Property** | | ________ | ________ |
| **G. Construction Begin** | | ________ | ________ |
| **H. Carryover Submission** | | ________ | ________ |
| **I. Final Cost Certification** | | ________ | ________ |

**Appendix 17: Compliance Report**

## Department of Workforce Services
## Compliance Report (Example Only – Contact HCDD For Current Version)

Project Name: ______________________________
Address: ______________________________
Buildings: ______________________________
Manager: ______________________________
Date: ______________________________
Reporting Period From: _________ To: __________

| | SRO | Studio | 1 | 2 | 3 | 4 |
|---|---|---|---|---|---|---|
| No. of Units | ____ | ____ | ____ | ____ | ____ | ____ |
| No. of HOME Units | ____ | ____ | ____ | ____ | ____ | ____ |
| No. Low HOME Rent Units | ____ | ____ | ____ | ____ | ____ | ____ |
| No High HOME Rent Units | ____ | ____ | ____ | ____ | ____ | ____ |

| | | | | | | | | | | A | B | | C | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Tenant Name | Unit # | # of Bed-rooms | House-hold Size | Gross Annual Income of Tenants | % of Area Median Income | Date of Last Annual Re-cert | Move In Date | Move Out Date | Lease Date | Lease Rent | Tenant Paid Utilities | Total Rent Plus Utilities | Allowable Home Rent & Utilities | Rent Assistance |
| | | | | | | | | | | | | | | |
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A) Including any owner-paid utilities.
B) If tenant pays utilities, enter from PHA utility allowance worksheet. If utilities are included in rent, enter “incl.”
C) Enter from HUD published limits for High or Low HOME rent as applicable.

Attach additional sheets and comments as needed.

I certify the above information is true and correct. Owner or property manager signature: ____________________ Date: __________________

HCDD Reviewer: ______________________________________ Date Reviewed: __________