



# **Multifamily Underwriting Standards**

*April 2016*



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*Minnesota Housing's Multifamily Underwriting Standards are current as of the date on the cover page. These Standards reflect Minnesota Housing's general approach to underwriting, but they are not meant to be comprehensive, nor to address every possible situation. If you have a question as to how the Standards will apply to a particular project, it is best to consult Minnesota Housing early in the development process. Minnesota Housing will update the Standards as appropriate at the sole discretion of Minnesota Housing.*

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## **Chapter 1 – Borrower/Owner**

### **1.01 Eligible Mortgagors**

Borrowers must be an Eligible Mortgagor as defined in Minnesota Housing’s statute. (Minn Stat. 462A.03, subd. 13)

Single asset entities are required for all Minnesota Housing non-recourse loans.

Loans to multiple asset entities will be limited to deferred loans and will be recourse.

At least one sponsor must demonstrate acceptable performance (multifamily housing experience) and financial capacity for the scale of the proposed project regardless of guaranty provisions, if any. All loans require a full Sponsor credit review for final approval.

For amortizing debt, at least one individual or corporation with adequate financial capacity must guarantee:

- Construction completion
- Debt service payments until the development has achieved 1.15 debt service coverage (assuming stabilized expenses) for 3 successive months. In the case of nonprofits, the guaranty can come from the parent nonprofit entity
- Operating cost shortfalls for the term of the loan

### **1.02 Tribal Land**

When a development is located on tribal land, both deferred and amortizing loans must be guaranteed by the tribal government. The guaranty may be in the form of a tribal council resolution from the governing body and must address:

- Construction completion
- Operating cost shortfalls
- Debt service payments (prior to stabilized operations)

### **1.03 Credit Review**

A full credit review for all loans is required for final loan approval.

### **1.04 Applicant’s Financial Responsibility**

The development is responsible for the costs of the appraisal, environmental reviews, market study, title insurance, closing and legal fees, publication and all other costs incurred by the borrower as a result of the borrower applying for or securing a loan with Minnesota Housing.

## Chapter 2 – Income

### 2.01 Rent Revenue

Rents shown in the Multifamily Workbook (Workbook) and year one of the cash flow will be the rents that will be in effect when the development is placed in service. Existing operating developments will be underwritten at current rents unless there is sufficient evidence that a rent increase for the development is feasible in the local market.

For developments with project-based Section 8 rental assistance, Minnesota Housing will underwrite and size debt based upon the lower of HUD-approved rents under HAP or market rents. In the case of developments pursuing renewal options that allow for staged-in HUD-approved “after rehab” rents, Minnesota Housing may allow the higher rent levels to be incorporated into the underwriting, but will underwrite a transition reserve into the development budget.

### 2.02 Supportive Housing Standards – Long Term Homeless

Developments that target households who are long term homeless (LTH) are considered supportive housing units.

For supportive housing units with Group Residential Housing (GRH), the gross rents should be underwritten at the following levels:

- Efficiencies and 1 bedroom units: Recommended maximum gross rent level of \$691 per unit. **NOTE:** Total available GRH is \$891, but \$200 may be used by the tenant for other housing expenses, and the administrator may also use a portion for administration, which is the preferred GRH use.
- Larger units (more than 1 bedroom): GRH can also be used for families, but the rent/income payment structure is more complex. Consult with the local county or the state Department of Human Services (DHS) for assistance in developing the GRH rent structure. The total amount of available assistance is \$891.
- Justification should be submitted to support cases where higher gross GRH rent levels are needed.
- GRH gross rents cannot exceed the gross rents paid by non-GRH tenants for comparable units in the development.

For Supportive Housing units that do not have access to a rental subsidy, to ensure long term financial viability and affordability to the tenants, the amount of rent to be paid by the household should be affordable to the target population. The following information is based on data from the Homeless Management Information System (HMIS). If a rent subsidy, including GRH, is not available to the development, or the rental subsidy is not committed for at least 10 years, the gross rent (contract rent + tenant- paid utilities) should be underwritten at the following levels:

Target Population	Monthly Gross Rent Per Unit
SRO and Efficiency/Singles (only)	\$100
1 BR/Singles or Families with Children	\$130
2 BR or larger/Families with Children (only)	\$180

Visit the Minnesota Housing website for [Guidance on Rent Increase for LTH Assisted Units with No Rent Subsidies](#). Households should pay the greater of the development’s current contract rent established at underwriting, 30% of their income. Developments should not exceed the rent limits established in the loan documents or other use restrictions. To the extent possible, owners should have a written procedure in place that describes how **30%** of household income is calculated that aligns with other funding requirements.

**2.03 Other Income**

Minnesota Housing will evaluate other income (i.e., fees, laundry, parking), and it should be reasonable and comparable to other developments within the region. The amounts will be evaluated by Minnesota Housing’s Housing Management Officers (HMOs).

**2.04 Commercial Space**

Income from commercial space will be underwritten on an exception basis only. Five years of operating history will be required, and Minnesota Housing will, at its sole discretion, determine an appropriate vacancy rate.

**2.05 Vacancy Factor**

Properties will be underwritten at a 7% vacancy rate. A lower vacancy rate of 5% may be used if the property has any of the following:

- Rents at least 20% below comparable market rents; or
- Existing properties are supported by historic performance; or
- Section 8 assisted properties, if justified by historic operations.

The above percentages are minimums, and if warranted by historic performance or market conditions, a higher vacancy rate will be used. Minnesota Housing will, at its sole discretion, determine the appropriate vacancy rate.

## Chapter 3 – Expenses

### 3.01 Management and Operating Expenses

The owner/developer will submit the management and operating (M&O) budget based on anticipated stabilized operating expenses occurring after the development is placed in service or upon full occupancy. For operating properties, the historic M&O expenses will be used, with appropriate adjustments for projected economies attributable to the proposed rehabilitation and for changes associated with new program requirements.

M&O expenses (net of real estate taxes and reserves) will be evaluated and analyzed in relationship to comparable properties in Minnesota Housing’s portfolio, expense comparables in the appraisal, and other information deemed relevant and appropriate.

M&O expense numbers are calculated on a per room basis. The rental rooms per unit are calculated as follows:

Unit Type	Rental Rooms Per Unit
Bed/Shelter	2
EFF/SRO	2.5
1 BR	3.5
2 BR	4.5
3 BR	6
4 BR	7
5 BR	8.5

The proposed M&O expenses should be based on the developer/management company’s current portfolio and supported by:

- Actual operating data provided by the developer/management company for similar developments
- Circumstances and/or significant changes to the economics of the development’s current marketplace, such as increased utility costs and property insurance
- Operating trends of the developer or management company

The owner supporting the proposed M&O expenses should include:

- For new construction:
  - Completion of Minnesota Housing’s Comparable Property form.
- For existing properties:
  - Copies of audited financial operating expense statements for at least three stabilized years



In sizing its funding awards, Minnesota Housing reserves the right to adjust the proposed M&O expense numbers based upon the information supplied, specified development type, circumstances and/or significant changes to the economics of the development's current marketplace. Minnesota Housing will also use its M&O database to compare projected M&O expenses with audit data from comparable property types.

### **3.02 Property Taxes**

The Low Income Rental Classification (LIRC) tax rate was created by the Minnesota State Legislature in 2005 to provide significant relief to certain housing developments where a minimum of 20% of the units meet specific income and rent restrictions.

All properties that are eligible for LIRC or Payment in Lieu of Taxes (PILOT) must participate in the applicable programs. Refer to [Low Income Rental Classification \(LIRC\)](#) on Minnesota Housing's website.

### **3.03 Construction Contingency**

A construction contingency is required.

- For new construction developments, a 4% construction contingency, subject to Minnesota Housing review, is required.
- For rehabilitation developments, a 7% construction contingency, subject to Minnesota Housing review, is required.

### **3.04 Construction Oversight Fee**

Historically, Minnesota Housing has charged a construction oversight fee only to developments funded with a LMIR loan. Effective in 2015, a construction oversight fee will be assessed to all developments receiving Minnesota Housing amortizing or deferred loans (HOME loans are exempt). The fee will be assessed at the lesser of 0.25% of the construction contract amount or 1.0% of the total Agency loans.

## Chapter 4 – Fee Limits

### 4.01 General Contracting Fee Limits

- **Contractor's Profit:** The maximum contractor profit is 6% of net construction costs. Net construction costs are defined as construction costs and on-site work not including contractor profit, general requirements, and overhead.
- **General Requirements:** The maximum general requirements allowed are 6% of the net construction costs. Costs to be considered include: on-site supervision, signs, field office expenses, temporary sheds and toilets, temporary utilities, equipment rental, clean-up costs, rubbish removal, permits, watchmen's wages, material inspection and tests, all of the general contractor's insurance (except builder's risk), temporary walkways, fences, roads, and other similar expenses.
- **Contractor's Overhead:** The maximum allowance for overhead is 2% of net construction costs. The contractor fee limits may deviate from the above-noted maximum allowances so long as they do not exceed 14% of net construction costs in the aggregate.
- **Developer or Owner as Contractor:** When there is an identity of interest between the developer or owner and the contractor, in addition to the fee limits stated above, the combined balance of developer fee, contractor profit, contractor overhead, and general requirements may not exceed 20% of the total development costs less the developer fee.

Refer to Minnesota Housing's Contractor's Guide for more detailed information.

### 4.02 Architect Fee Limits

Separate allowances for design and construction administration are calculated based on the gross construction cost on the Workbook. The design allowance (75%) is provided at completion and acceptance of the working drawings and specifications (i.e., at closing). The construction administration allowance (25%) is provided over the course of construction.

### 4.03 Developer Fee Limits

The developer fee is provided to the developer of rental housing for the time and energy expended on and risks associated with putting a development together. Developer fees include developer overhead, developer processing fee, if applicable, developer profit, and any other amounts received by the developer as approved by Minnesota Housing. The developer fee must be attributed only to the development.

In some instances, the developer may delegate some of his or her responsibilities to a third party, such as a processing agent or consultant. In such cases, the delegated responsibilities must be thoroughly understood by all parties involved, and the fee paid to the third party shall be included in the calculation of the permitted maximum developer fee.

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A developer fee can be included in the total development cost of the project. The maximum allowable developer fee is based on a percentage of the total development cost less the developer fee.

The maximum amount of the developer fee paid at closing is 50% of the portion of the developer fee being paid with project financing sources. The remaining 50% of the developer fee shall be paid no sooner than the final construction draw. This excludes a deferred developer fee to be paid from future project cash flow.

A developer incentive fee is not allowable for developments awarded Minnesota Housing deferred funding. Minnesota Housing will require any reference in the Limited Partnership Agreement of a developer incentive fee to be removed from the partnership agreement. Specific use of any cost savings at the end of construction requires approval from Minnesota Housing. For more information about cost savings at the end of construction policy, refer to Chapter 11 of this guide.

<b>Development Type</b>	<b>Size</b>	<b>Maximum Developer Fee</b>
New Construction or Rehabilitation	First 50 Units	15%
New Construction or Rehabilitation	Units 51 and over	8%

## Chapter 5 – Reserves and Escrows

### 5.01 Replacement Reserves

Reserves for replacement shall be budgeted at no less than \$300 per unit per year for senior housing and \$450 per unit per year for all other housing. If the Physical Needs Assessment/Capital Needs Assessment indicates a higher amount necessary to address future capital needs, then higher annual deposits, deposits may be escalated annually, and/or a borrower funded initial deposit will be required.

### 5.02 Initial Deposit to Replacement Reserves

Minnesota Housing may require an initial deposit to the replacement reserve, depending upon the 20-year capital needs assessment and the level of on-going contributions to replacement reserves.

### 5.03 All Reserves

All unexpended funds remaining in project reserve accounts must remain for project use during the term of the Agency's loan or the project extended use period, whichever is longer. The limited partnership agreement must include a provision addressing the terms and conditions for disbursement from the reserve accounts that specifically states that upon the transfer of any ownership interest or at the end of the compliance period, whichever is earlier, any funds remaining in the reserve accounts must remain with the project for the term of the Agency loan or the extended use period, whichever is longer.

Existing developments applying for tax credits and/or refinancing will be required to show existing reserves as a source.

### 5.04 Operating Deficit Escrow

*Effective March 24, 2015: A new requirement for all developments funded with LMIR amortizing loans is the requirement of an Operating Deficit Escrow. This escrow combines and replaces the previously required Working Capital Escrow and the Rent-Up Escrow.*

At the time of initial closing of the LMIR loan, borrowers are required to establish an Operating Deficit Escrow (ODE), funded with cash or an irrevocable and unconditional letter of credit. Cash to fund the ODE must not be derived from the proceeds of any development sources including equity. The ODE is not included in the total development costs.

Minnesota Housing may use the ODE at its sole discretion, on behalf of the borrower, to pay for development rent-up and operating expenses during the initial lease-up period.

- The Operating Deficit Escrow will be sized based on the greater of:
  - 3% of the loan amount, or

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- The projected operating deficit during the absorption period, as determined by the Agency's underwriting analysis
- The Escrow will be maintained until the later of the following two scenarios:
  - One year after permanent loan closing, or
  - Achievement of a 1.15 to 1 debt coverage ratio for six consecutive months. The DCR will be calculated based on actual collected revenue less the greater of actual or underwritten effective gross expenses

After achievement of both of these scenarios, the letter of credit or the remaining cash and interest earned thereon are returned to the borrower.

Based on Minnesota Housing's Mortgage Credit Committee review, bond rating agency or marketing requirements, Minnesota Housing may require the borrower to extend the period or require a larger ODE.

## Chapter 6 – Proforma Assumptions

### 6.01 Income and Expense Inflation Factors

The proforma cash flow will assume revenue increases of no more than 2% per year and operating expenses increases of no less than 3% per year. **NOTE:** Developments with expense-based rents can use income and expense inflation factors that are equivalent).

Developments with project-based Section 8 will assume revenue increases no greater than historic average or 1.5% per year. A partially assisted project would have a pro rata inflation factor. Minnesota Housing reserves the right to change the appropriate inflation factors based on changes in the economic outlook.

### 6.02 Debt Coverage Ratio

The level of risk presented by a development, including overall quality, current market conditions and other factors, will be considered when making the determination of what level of debt service coverage a particular mortgage will require.

The development must maintain a break-even cash flow for a minimum of 15 years on a proforma basis.

The minimum debt coverage ratio for year one of stabilized operations is as follows:

<b>9% HTC New Construction</b>	<b>4% HTC New Construction</b>	<b>Acquisition Rehab and Refinance</b>
1.15 DCR	1.20 DCR	1.20 DCR
<b>Mixed Income</b>	<b>90% of Units Section 8 Assisted</b>	<b>Equity Cash Out</b>
1.20 DCR	1.15 DCR	1.25 DCR

The development must have a break-even cash flow after all expenses and reserves for 15 years on a proforma basis. The cash flow must include mandatory expenditures such as bond fees.

## Chapter 7 – Acquisition

### 7.01 Purchase Price

- Minnesota Housing will underwrite the acquisition cost based on the lesser of the option/purchase agreement purchase price or the appraised value of the property. For details on valuation methodology, refer to the Appraisal Requirement section of this guide for details.
- For a related- or affiliated-party transaction that occurs within three years of a previous arms-length third-party transaction, Minnesota Housing’s underwritten acquisition cost will be based upon the lesser of the previous third-party transaction’s purchase price, with no adjustment for appreciation or depreciation, or the appraised value of the property following selection for funding.
- For a development acquired as part of a portfolio acquisition, Minnesota Housing will use the Certificate of Real Estate Value to establish the initial purchase price.
- For a development acquired as part of a land and/or building subdivision, Minnesota Housing will use a reasonable allocation from the Certificate of Real Estate Value to establish the initial purchase price.
- For a related-party transaction that occurs at the time of closing, Minnesota Housing staff will evaluate the amount of equity take-out and may resize its funding awards.

### 7.02 Acquisition-Related Costs

Minnesota Housing may include in its funding award certain acquisition related costs incurred in the three years prior to Minnesota Housing’s board’s selection date. The following costs may be included in the Acquisition or Refinance Existing Debt Costs section of the Workbook as applicable:

- Relocation
- Lender fees and three years or fewer of interest on an acquisition loan up to a 6 interest rate
- Legal costs related to acquisition
- Title insurance
- Capital improvements made since acquisition (if documented)
- Taxes, insurance, security, maintenance, utilities

Including such costs in the acquisition section of the Workbook does not change how they are treated by Minnesota Housing for the purpose of calculating the percentage of intermediary costs.

During the pre-development holding period, all net cash flow from operations except for a reasonable asset management fee must be directed toward holding costs and improvements if Minnesota Housing deferred funding is requested.



## Chapter 8 – Appraisal Requirements

### 8.01 Appraisal at the Time of Application

An Agency ordered appraisal is required to support the acquisition price and will be used by Minnesota Housing and its funding partners to size funding awards. Appraisals completed for other lenders or ordered by the applicant will not be accepted.

Minnesota Housing will underwrite the acquisition cost based on the lesser of the option/purchase agreement purchase price or the as-is appraised value of the property. The appropriate value will be based on the type of proposal:

- Land-only (for new construction): Fee simple, market value of the land. The appraisal will consider the real property's zoning as of the effective date of the appraiser's opinion of value. If the real property consists of more than one parcel, the parcels will be combined in one appraisal with one value conclusion.
- Acquisition/Rehab: Fee simple, in as-is condition
  - Assuming market rate rents
  - Assuming existing restricted rate rents
- Adaptive Re-Use: Fee simple market value of the property to be adapted for an alternate use. The valuation will assume the highest and best use permitted by law and economically feasible in the current market.

The following types of proposals are exempt from the appraisal requirement at the time of selection; however, Minnesota Housing, in its sole discretion, reserves the right to secure an appraisal at the borrower's expense at a later date:

- Acquisition price under \$100,000
- Land only where there is no identity of interest\*
- Single family homes (1-4 family) that are aggregated under one loan (Minnesota Housing will use the assessed value unless the borrower requests an appraisal for determining acquisition cost as defined in the Agency's underwriting standards.)
- Property on tribal lands

\*Identity of interest is used broadly to include non-arm's length transactions, related party transactions.

### 8.02 Prior to Closing-Amortizing Loans

For amortizing loans, an as-completed appraisal is required to establish loan to value.

- An as-completed and stabilized appraisal is required for all amortizing loans.
- Two hypothetical values are required:

- As completed and stabilized, subject to restricted rents
  - As completed and stabilized, assuming market rate rents
  - The lesser of the two values will be used to determine loan to value for Minnesota Housing's underwriting
- Minnesota Housing will finance no more than 87% of appraised value (85% for loans with \$15,000 per unit or less in rehabilitation).
  - Plans and specifications must be at least 50% complete or sufficiently complete for the appraiser to establish the "as completed" value.

### **8.03 Prior to Closing-Deferred Loans**

For non-amortizing loans, Minnesota Housing requires an appraisal prior to closing similar to that required for amortizing loans (above). Borrowers should discuss this requirement with their assigned underwriter and if appropriate, a waiver to use another lender's appraisal may be sought through Minnesota Housing's Mortgage Credit Committee. Any waiver of this requirement will be determined at Minnesota Housing's sole discretion. Non-amortizing developments exempt from this requirement include:

- Single family homes (1-4 family) that are aggregated under one loan (Minnesota Housing will use the assessed value unless the borrower requests an appraisal for determining acquisition cost as defined in the Agency's underwriting standards.)
- Property on tribal lands

### **8.04 Appraisal Expiration Period**

For appraisals at the time of application, the appraisal will be valid for funding awards made within 12 months from the effective date of the report.

For amortizing loans, the effective date of the appraisal must be within six months of closing or end loan commitment.

For deferred loans, the effective date of the appraisal must be within 12 months of closing or end loan commitment.

All costs incurred for the appraisal, including any revisions and updates, will be the responsibility of the applicant.

### **8.05 4% HTC - Issuance of a Preliminary Determination**

Developments that are requesting a preliminary determination and are not receiving Minnesota Housing deferred or first mortgage loans can submit a lender approved as-is appraisal in lieu of a Minnesota Housing ordered appraisal. The lender's appraisal must be

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approved by Minnesota Housing, and Minnesota Housing reserves the right to request an Agency ordered appraisal.

## Chapter 9 – Types of Sources

### 9.01 Amortizing Loans

**HUD Risk-Share.** HUD risk-sharing insurance is required for all LMIR amortizing first mortgage loans. Minnesota Housing generally insures at Level I (HUD insures 50% of the loan). If Minnesota Housing determines that HUD Level II (up to 90%) insurance is appropriate, more stringent underwriting requirements may apply.

Refer to the [LMIR/FFCC Guide](#) for more information on HUD risk-share.

**Minnesota Housing Eligible Mortgage Costs (Mortgageable Costs).** The first year's mortgage insurance premium may be financed with Minnesota Housing loan proceeds (LMIR or deferred).

Minnesota Housing's required reserves may be funded with loan proceeds. They must be held by Minnesota Housing and used at Minnesota Housing's discretion.

### 9.02 Deferred Loans

Deferred loans are generally structured with a 30-year term at 0-1 % interest. Payment of principal and accrued interest is due on the date of loan maturity.

### 9.03 Cash Flow Note

Minnesota Housing's deferred loans require annual payments equal to 20% of eligible cash in excess of \$50,000 per year. Minnesota Housing may either collect and return funds to other subordinate lending funders (on a prorated or other predetermined method) or if others elect to administer their own agreements, Minnesota Housing will adjust its calculations to achieve a similar net result. \*\*

Surplus cash is:

- Calculated on HUD Form 93486 when there is a HUD insured first mortgage or on Minnesota's Housing's Surplus Cash Computation form
- Defined according to Section 13 of HUD Regulatory Agreement form 92466M

Eligible Cash is:

- Surplus cash available for partnership distribution (from above)
  - Plus any distributions made during the fiscal year
- Less any outstanding:
  - (i) Credit adjusters
  - (ii) Limited Partner Asset management fees
  - (iii) Operating reserve account replenishment

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- (iv) First mortgage required debt service reserve establishment or replenishment
- (v) Approved general or limited partner loans or advances
- (v) Deferred developer fees
- (vi) Approved supplemental replacement reserve deposits

Minnesota Housing will determine at its sole discretion what items in the proposed cash flow distribution fit into the above categories. Items intended to provide additional funds to the general partner or substantially divide out all remaining cash flow from operations are intentionally omitted.

Borrower's submission, on an annual basis for each fiscal year will include:

- Audited financial statements including a schedule of distributions
- HUD Form 93486 (HUD Computation of Surplus Cash) or Minnesota Housing's Surplus Cash Computation form

Minnesota Housing will review and confirm the annual payment calculation and invoice the project, allowing for repayment to occur up to the end of the current calendar year to correspond with general HUD distribution guidelines.

**NOTE:** Developments with more than 75% supportive housing or long-term homeless units are exempt from cash flow note provisions.

\*\* Total payments due shall never exceed 75% of available surplus cash.

### **9.04 Refinancing**

For any refinance, existing guarantors are expected to remain in place. Cash out to a partner or member, and subsequent release of a guarantor, will be subject to a thorough analysis of the development's economics (cash flow and capital improvement requirements) plus the remaining guarantors' creditworthiness.

For amortizing loans being refinanced where rehabilitation is not a substantial rehabilitation (as defined in the Agency Design Standards) and the ownership is not changing, the new loan must:

- Amortize
- Meet Minnesota Housing's underwriting standards
- Have adequate upfront and ongoing reserves budgeted to fund the capital needs identified in a Property Needs Assessment/Capital Needs Assessment and approved by a Minnesota Housing architect

## 9.05 Equity Bridge Loan

The following requirements apply to equity bridge loans when Minnesota Housing's amortizing loan (LMIR) and/or Minnesota Housing's deferred loans are used to finance the development.

- If Minnesota Housing's LMIR funding is to be used during the construction period and the equity bridge lender does not have a security interest in the property:
  - The Minnesota Housing LMIR loan will be in first position. The bridge lender will be secured with an assignment of the capital contributions from the investor.
  - The borrower will guarantee the principle and interest payments and operating expenses until the development has reached stabilization.
  - After the initial 20 % equity installment, Minnesota Housing LMIR proceeds will be advanced at no greater than an equal proportion (pari passu) with the equity and/or equity bridge funding.
- If Minnesota Housing's LMIR funding is used during the construction period and the equity investor/bridge lender does have a security interest in the property:
  - The Minnesota Housing LMIR loan will be in first position. The equity bridge loan will be in second position. Minnesota Housing's LMIR funding is always released last after all bridge funding is fully expended, regardless of the cost of other funds.
  - The bridge loan mortgage must contain a springing release clause to allow Minnesota Housing to have HUD endorse the LMIR note in a timely manner.
  - If Minnesota Housing or funding partners are providing only deferred loan(s), then a minimum of 20 % equity investment or 30 percent equity bridge loan proceeds must be paid up front, prior to Minnesota Housing and/or funding partner deferred loan proceeds being released. A higher percentage may be required for new syndication entrants to the Minnesota HTC market or on small projects where 20% equity is not deemed adequate by Minnesota Housing.
- If the project is Minnesota Housing bond financed (with 4%HTC) and Minnesota Housing provides an equity bridge loan to meet the 50% test:
  - Minnesota Housing's equity bridge loan cannot exceed 70% of the total anticipated equity pay-in as described in the limited partner agreement.
  - Minnesota Housing will require an assignment of the general partner's interest in the Limited Partnership.
  - Minnesota Housing will require the equity bridge loan to be fully guaranteed by one or more individuals or corporations approved by Minnesota Housing.
  - Minnesota Housing's first (equal to the permanent loan amount) and second (equal to the equity bridge loan amount) mortgage must be fully collateralized per Minnesota Housing standards.

- If Minnesota Housing's amortizing loan (LMIR) is an end loan, then pay-off and release of the bridge loan/construction mortgage is a condition of the Minnesota Housing end loan closing.

### **9.06 Balloon Mortgages**

To achieve long-term viability in projects where Minnesota Housing has invested subordinate funds, the Agency strongly encourages long term, fully-amortizing, first mortgages. Ballooning first mortgages may require additional mitigating factors depending on overall project sources and uses, projected loan-to-value at refinancing, and other risk factors. Under no circumstances will Minnesota Housing consider a term of less than 15 years.

### **9.07 Deferred Debt on Mixed-Income Developments**

Minnesota Housing deferred debt will only be used for and based upon the financing gap on affordable (rent restricted) units.

### **9.08 Sales Tax Rebate**

All developments eligible for a sales tax rebate (Rebate) must participate. The rebate will be considered a source used to size tax credit and deferred loan awards. The rebate estimate is not basis eligible and will be removed from basis on a tax credit development. The rebate must be bridged. The rebate will be used first to pay back the source used to bridge the rebate. Should the development have an excess rebate, the funds may be used to pay the deferred developer fee and/or may be required to be deposited into a development reserve.

### **9.09 Energy Rebates**

All developments receiving tax credits or deferred funding from Minnesota Housing must provide an Energy Rebate Analysis. The estimated rebate will be considered a source used to size tax credit and deferred loan awards. The energy rebate may or may not be basis eligible; consult your certified public accountant (CPA) for basis eligibility. The rebate must be bridged. The rebate will be used first to pay back the source used to bridge the rebate. Should the development have excess rebate funds, they may be used to pay the deferred developer fee and/or be required to be deposited into a development reserve. Requirements and guidelines for the Energy Rebate Analysis can be found in [Minnesota Housing's Rental Housing Design/Construction Standards](#) (Chapter 8 – Sustainable Housing).

## **Chapter 10 – Involuntary Displacement**

Minnesota Housing prohibits involuntary displacement of residents from developments receiving Agency funding. If a development receives federal funds, Uniform Relocation Act provisions will apply.



## **Chapter 11 – Closing**

### **11.01 Closing in Balance**

Except as noted below, all sources of funds must be available at closing or bridge funding must be provided to pay development costs through construction completion. Equity (including syndication proceeds not bridged) will be held by a title insurance company. For tax credit projects with equity pay-ins to be made during construction, the Agency will, at its sole discretion, determine the need to bridge these funds based on a review of the project, the pay-in schedule, the investor, general partner, developer and general contractor.

In addition to syndication proceeds, other sources commonly required to be bridged are tax increment financing, grants from cities, interim income (existing properties) and sales tax rebates.

### **11.02 Minimum Tax Credit Equity Pay-in at Closing**

For all projects funded by LIHTC equity, the equity investor must pay out at least 20% of the total tax credit equity at the initial or construction loan closing before any of Minnesota Housing's funds will be advanced. A higher percentage may be required for new syndication entrants to the Minnesota LIHTC market or on small projects where 20% equity is not deemed adequate by Minnesota Housing.

### **11.03 Cost Savings at the End of Construction**

Cost savings remaining at the end of the construction or rehabilitation, if any, may be deposited in the replacement reserve account, be used to reduce Minnesota Housing funding, or be put to another appropriate use for the benefit of the development, approved by Minnesota Housing.

Cost savings cannot be used to fund a developer incentive fee if awarded Minnesota Housing deferred funding.

Developments funded with federal funding, such as HOME and National Housing Trust Fund (NHTF), are not allowed to deposit any cost savings in the replacement reserve account.